

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

**Village Board Meeting  
Agenda  
Tuesday, June 13, 2023  
5:30 p.m.**

<b>Village Board Meeting:</b>	
<b>Item #</b>	
1	Call to order
2	Pledge of Allegiance
3	Consent and Approval of Minutes of Regular meetings on May 23, 2023, and Vouchers Dated May 25, 2023, June 1, 2023, and June 8, 2023, May 2023 ACH Payments and Investment Summary Report for May
4	Correspondence:
5	Citizens Comments
6	President and Trustee Comments
7	Public Hearing on “Class A” & Class “A” and “Class B” & Class “B” License Renewals
8	Action on “Class A” & Class “A” License Renewals
9	Action on “Class B” and Class “B” License Renewals
10	Action on Petrifying Springs “Class B” and Class “B” License
11	Action on J&M’s “Class B” and Class “B” License
12	Action on Tobacco & Cigarette License Renewals
13	Action on Cabaret License Renewals
14	Action on Amusement Device License Renewals
15	Action on application for Class “B” (Picnic) Beer License from Hyslop Foundation DBA Hawthorn Hollow Nature Sanctuary & Arboretum for their Pike River Benefit Concert Series on June 23 and July 22, 2023. Located at 880 Green Bay Road, Kenosha, Wisconsin 53144, and requests to waive fees
16	Action on application for Class “B” (Picnic) Beer License from Kenosha Shrine Club for events on June 17th-18th, 2023 from 10a.m until 6p.m each day. Events to be held at Jerry Smith Farm, 7150 18th Street, and to request to waive fees

17	Discussion and possible action on request for partial payment #5 from Globe Contractors, Inc. in the amount of \$34,849.27 for Flint 94 Commerce Center Offsite Public Utility Plans
18	Discussion and possible action on request for partial payment #9 –R from Musson Brothers, Inc. in the amount of \$98,263.76 for the Sheridan Road Area Sanitary Sewer Improvements
19	Discussion and possible action on request for partial payment #10 from Musson Brothers, Inc. in the amount of \$8,385.48 for the Sheridan Road Area Sanitary Sewer Improvements
20	Discussion and possible action on change order #1 from Globe Contractors, Inc. for 2022 Stormwater Utility Improvements Program (12th Avenue & 56th Avenue)
21	Discussion and possible action on request for final payment from Globe Contractors, Inc. in the amount of \$7,233.85 for 2022 Stormwater Utility Improvements Program (12th Avenue & 56th Avenue)
22	Discussion and possible action on change order #1 from Payne & Dolan, Inc. in the amount of \$8,250 for work on the 2023 Roadway Improvements Program (Somers Estates)
23	Discussion and possible action on Addendum to Sheriff’s Contract in regards to humane officer services and animal control
24	Action on proposed Ordinance No. 2023-020, An Ordinance to Repeal and Create Section 9.26 of the Code of Ordinances of the Village of Somers Regarding Excessive Police Calls to Assist with Retail Theft
25	Action on proposed Ordinance 2023-017, an Ordinance to Repeal and Recreate section 20.03 of the Code of Ordinances of the Village of Somers relating to statutory authority for recycling
26	Action on proposed Ordinance 2023-018, an Ordinance to recreate section 20.09 of the code of Ordinances of the Village of Somers relating to effective date for recycling
27	Action on proposed Ordinance 2023-019, an Ordinance to recreate section 20.10 of the Code of Ordinances of the Village of Somers relating to definitions for recycling
28	Action on proposed Resolution No. 2023-010, A Resolution Designating Official Authorized to Declare Official Intent Under Reimbursement Bond Regulations
29	Approval of Operator’s Licenses: Taylor Wilson, Maria Torres, Jeremy Haag, Timothy Leveque, Haley Maxeiner, and Ebony Wilson
30	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the June 13, 2023, Village Board & Meeting Agenda in 1 public place & on the Village website.

Original Post Date: June 9, 2023

Dated this 9<sup>th</sup> day of June 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 May 23, 2023**

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

Trustee Nelson moved to elect Trustee Aupperle to serve as President pro-tem.

Seconded by Trustee Harbach. Motion carried. 5-0 vote.

Trustee Aupperle led the Pledge of Allegiance.

Present: Trustees Ben Harbach, Jackie Nelson, Jack Aupperle, and Joe Smith. Trustee Scott Fredrick appeared via telephone. President Stoner arrived late at 5:42pm. Trustee Karl Ostby was excused. 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 May 9, 2023, Vouchers dated May 11, 2023 and May 18, 2023, April 2023 ACH Payments**

Trustee Harbach moved to approve the Minutes of Regular meetings on May 9, 2023, Vouchers dated May 11, 2023, and May 18, 2023, April 2023 ACH Payments

Seconded by Trustee Smith. Motion carried. 5-0 vote.

**Correspondence**

None

**Citizen Comments**

Carl Kirkorian - 502 9th Place Mr. Kirkorian shared his appreciation for the Somers Community Day held May 13, 2023. Mr. Kirkorian also spoke about the Fire Departments new fire pickup truck.

**President and Trustee Comments**

Trustee Harbach asked about an update on the zip code. Administrator Peters shared the next meeting will be held in June.

Trustee Smith expressed his appreciation to Public Works with their work on Highway 31.

**Plan Commission Recommendations (Mastercraft Builders LLC):**

- a. **Action on Request by: Mastercraft Builders LLC, 5008 Green Bay Rd, Kenosha, WI (Owner), Nancy Washburn, Land Development Administration, LLC, 7450 County Line Rd, Mount Pleasant, WI 53403-9740 (Agent), requests a rezoning from A-2 General Agricultural Dist. to R-4 Urban Single-Family Residential Dist. & A-2**

**General Agricultural Dist. on Tax Parcel # 82-4-222-171-0040, located in the NE 1/4 of Section 17, T2N, R22E, Village of Somers.**

Trustee Nelson moved to approve the request by Mastercraft Builders LLC, 5008 Green Bay Rd, Kenosha, WI (Owner), Nancy Washburn, Land Development Administration, LLC, 7450 County Line Rd, Mount Pleasant, WI 53403-9740 (Agent), for rezoning from A-2 General Agricultural Dist. to R-4 Urban Single-Family Residential Dist. & A-2 General Agricultural Dist. on Tax Parcel # 82-4-222-171-0040, located in the NE 1/4 of Section 17, T2N, R22E, Village of Somers, subject to the following conditions:

1. Revising the CSM to address review comments from Village Planning dated April 28th, 2023; and
2. Execution of a Development Agreement between the Village of Somers and Mastercraft Builders LLC.

Seconded by Trustee Harbach. Motion carried. 5-0 vote.

**b. Action on Request by: Mastercraft Builders LLC, 5008 Green Bay Rd, Kenosha, WI (Owner), Nancy Washburn, Land Development Administration, LLC, 7450 County Line Rd, Mount Pleasant, WI 53403-9740 (Agent), requesting approval of a Certified Survey Map on Tax Parcel #82-4-222-171-0040, located in the NE 1/4 of Section 17, T2N, R22E, Village of Somers.**

Trustee Nelson moved to approve the request by Mastercraft Builders LLC, 5008 Green Bay Rd, Kenosha, WI (Owner), Nancy Washburn, Land Development Administration, LLC, 7450 County Line Rd, Mount Pleasant, WI 53403-9740 (Agent), for a Certified Survey Map on Tax Parcel #82-4-222-171-0040, located in the NE 1/4 of Section 17, T2N, R22E, Village of Somers, subject to the following conditions:

1. Revising the CSM to address review comments from Village Planning dated April 28th, 2023; and
2. Execution of a Development Agreement between the Village of Somers and Mastercraft Builders LLC.

Seconded by Trustee Harbach. Motion carried. 5-0 vote.

**c. Action on proposed Development Agreement between the Village of Somers and Mastercraft Builders LLC**

Trustee Nelson moved to approve proposed development agreement between the Village of Somers and Mastercraft Builders LLC.

Seconded by Trustee Smith. Motion carried. 5-0 Vote.

*President Stoner arrived at this time, 5:42 pm.*

**Plan Commission Recommendations (Rossi Investments LLP):**

- a. Action on Request by: Rossi Investments LLP, 13912 60th St, Bristol, WI 53104 (Owner), Bradley Hovanec, CAGE Engineering, Inc., 2200 Cabot Drive, Suite 325, Lisle, IL 60515 (Agent), requests a rezoning from A-1 Agricultural Preservation Dist. to B-3 Highway Business Dist. on part of Tax Parcel #82-4-222-041-0112, located in the NE 1/4 of Section 4, T2N, R22E, Village of Somers.**

Trustee Nelson moved to approve request by: Rossi Investments LLP, 13912 60th St, Bristol, WI 53104 (Owner), Bradley Hovanec, CAGE Engineering, Inc., 2200 Cabot Drive, Suite 325, Lisle, IL 60515 (Agent), requests a rezoning from A-1 Agricultural Preservation Dist. to B-3 Highway Business Dist. on part of Tax Parcel #82-4-222-041-0112, located in the NE 1/4 of Section 4, T2N, R22E, Village of Somers, subject to the following conditions:

1. Subject to final plans being reviewed and approved by Village Planning.
2. Subject to final engineering plans being reviewed and approved by Village Engineer; and
3. Execution of a Developer's Agreement between the Village of Somers and US RE CTR Phase I JV, LLC for Compressed Natural Gas fueling station with minor truck servicing in the B-3 Highway Business Dist. on part of Tax Parcel #82-4-222-041-0112, located in the NE 1/4 of Section 4, T2N, R22E, Village of Somers.

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

Trustee Nelson asked about the County Sanitarium requirements, was told there will be a holding tank.

- b. Action on Request by: Rossi Investments LLP, 13912 60th St, Bristol, WI 53104 (Owner), Bradley Hovanec, CAGE Engineering, Inc., 2200 Cabot Drive, Suite 325, Lisle, IL 60515 (Agent), requesting a Conditional Use Permit for a Compressed Natural Gas fueling station with minor truck servicing in the B-3 Highway Business Dist. on part of Tax Parcel #82-4-222-041-0112, located in the NE 1/4 of Section 4, T2N, R22E, Village of Somers.**

President Stoner moved to approve request by: Rossi Investments LLP, 13912 60th St, Bristol, WI 53104 (Owner), Bradley Hovanec, CAGE Engineering, Inc., 2200 Cabot Drive, Suite 325, Lisle, IL 60515 (Agent), requesting a Conditional Use Permit for a Compressed Natural Gas fueling station with minor truck servicing in the B-3 Highway Business Dist. on part of Tax Parcel #82-4-222-041-0112, located in the NE 1/4 of Section 4, T2N, R22E, Village of Somers, subject to the following conditions:

1. Subject to conditions as listed in Planning Memo dated May 1, 2023.
2. Subject to final plans being reviewed and approved by Village Planning.
4. Subject to final engineering plans being reviewed and approved by Village Engineer;  
and
5. Execution of a Developer's Agreement between the Village of Somers and US RE CTR Phase I JV, LLC for Compressed Natural Gas fueling station with minor truck servicing in the B-3 Highway Business Dist. on part of Tax Parcel #82-4-222-041-0112, located in the NE 1/4 of Section 4, T2N, R22E, Village of Somers.

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

- c. Action on Request by: Rossi Investments LLP, 13912 60th St, Bristol, WI 53104 (Owner), Bradley Hovanec, CAGE Engineering, Inc., 2200 Cabot Drive, Suite 325, Lisle, IL 60515 (Agent), requests approval of a Certified Survey Map (dated March 17, 2023 and prepared by David A. Yurk of raSmith) to create one (1) 20.00-acre Lot from Tax Parcel #82-4-222-041-0112, located in the NE 1/4 of Section 4, T2N, R22E, Village of Somers.**

President Stoner moved to approve request by: Rossi Investments LLP, 13912 60th St, Bristol, WI 53104 (Owner), Bradley Hovanec, CAGE Engineering, Inc., 2200 Cabot Drive, Suite 325, Lisle, IL 60515 (Agent), requests approval of a Certified Survey Map (dated March 17, 2023 and prepared by David A. Yurk of raSmith) to create one (1) 20.00-acre Lot from Tax Parcel #82-4-222-041-0112, located in the NE 1/4 of Section 4, T2N, R22E, Village of Somers, subject to the following conditions:

1. Subject to final plans being reviewed and approved by Village Planning;
2. Subject to final engineering plans being reviewed and approved by Village Engineer;  
and
3. Execution of a Developer's Agreement between the Village of Somers and US RE CTR Phase I JV, LLC for Compressed Natural Gas fueling station with minor truck servicing in the B-3 Highway Business Dist. on part of Tax Parcel #82-4-222-041-0112, located in the NE 1/4 of Section 4, T2N, R22E, Village of Somers.

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

- d. Action on Request by: Rossi Investments LLP, 13912 60th St, Bristol, WI 53104 (Owner), Bradley Hovanec, CAGE Engineering, Inc., 2200 Cabot Drive, Suite 325, Lisle, IL 60515 (Agent), requests site plan review and exterior fenestration review on Tax Parcel #82-4-222-041-0112, located in the NE 1/4 of Section 4, T2N, R22E, Village of Somers.**

Trustee Harbach moved to approve request by: Rossi Investments LLP, 13912

60th St, Bristol, WI 53104 (Owner), Bradley Hovanec, CAGE Engineering, Inc., 2200 Cabot Drive, Suite 325, Lisle, IL 60515 (Agent), requests site plan review and exterior fenestration review on Tax Parcel #82-4-222-041-0112, located in the NE 1/4 of Section 4, T2N, R22E, Somers, subject to the following conditions:

1. Subject to final plans being reviewed and approved by Village Planning;
2. Subject to final engineering plans being reviewed and approved by Village Engineer; and
3. Execution of a Developer's Agreement between the Village of Somers and US RE CTR Phase I JV, LLC for Compressed Natural Gas fueling station with minor truck servicing in the B-3 Highway Business Dist. on part of Tax Parcel #82-4-222-041-0112, located in the NE 1/4 of Section 4, T2N, R22E, Village of Somers.

Seconded by Trustee Smith.

Trustee Nelson noted that her concerns about landscaping, restrooms, snow management, dumpster locations, Somers signage, and Berms have all been addressed. However, she noted confusion with the submitted site plans therefore she would not be in favor of supporting this item.

ROLL CALL VOTE: Nelson nay, Fredrick-aye, Aupperle-aye, Stoner-aye, Harbach-aye, and Smith-aye.

Motion carried. 5-1 vote.

**Discussion and possible action on request for partial payment #4 from Globe Contractors, Inc. in the amount of \$31,570.50 for Flint 94 Commerce Center Offsite Public Utility Plans**

Trustee Nelson moved to approve request for partial payment #4 from Globe Contractors, Inc. in the amount of \$31,570.50 for Flint 94 Commerce Center Offsite Public Utility Plan

Seconded by President Stoner. Motion carried 6-0 vote.

**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 Nelson moved to accept warranty from Camosy Construction Inc and direct Administrator Peters to make Final Payment to Camosy Construction Inc. in the amount of \$139,512 for work on Lift Station 1A and Water Transfer Station

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

**Action on Root, Pike Win's proposed Stormwater Culvert Replacement Project on Tax Parcel #82-4-222-103-0102**

Trustee Harbach moved to approve Root, Pike Win's proposed Stormwater Culvert Replacement Project on Tax Parcel #82-4-222-103-0102

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

**Action on proposed Resolution 2023-008, A Resolution to amend the 2023 Budget to reference updated Capital Improvement Plan projects for 2023**

Trustee Harbach moved to approve proposed Resolution 2023-003, A Resolution to amend the 2023 Budget to reference updated Capital Improvement Plan projects for 2023

Seconded by President Stoner. Motion carried. 6-0 vote.

**Action on proposed Ordinance 2023-015, an Ordinance to Create Section 9.10(D) of the Code of Ordinances of the Village of Somers Relating to Possession of Alcohol by Persons Under the Age of 21**

Trustee Fredrick moved to waive 1<sup>st</sup> reading of Ordinance No 2023-015

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

President Stoner moved to approve proposed Ordinance 2023-015, an Ordinance to Create Section 9.10(D) of the Code of Ordinances of the Village of Somers Relating to Possession of Alcohol by Persons Under the Age of 21

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

**Action on proposed Ordinance 2023-016, an Ordinance to Repeals and Recreates Section 11.12(A)(2) of the Code of Ordinances of the Village of Somers Relating to Possession of Alcoholic Beverages on School Grounds**

Trustee Harbach moved to waive 1<sup>st</sup> reading of Ordinance No. 2023-016

Seconded by President Stoner. Motion carried. 6-0 vote.

President Stoner moved to approve proposed Ordinance 2023-016, an Ordinance to Repeals and Recreates Section 11.12(A)(2) of the Code of Ordinances of the Village of Somers Relating to Possession of Alcoholic Beverages on School Grounds

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

**Action on proposed Resolution 2023-009, A Resolution regarding the rental of the Village/Town Hall Auditorium**

President Stoner moved to approve proposed Resolution 2023-009, A Resolution regarding the rental of the Village/Town Hall Auditorium

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

#### **Action on reappointment of Marianne Kraus to the Board of Appeals**

Trustee Harbach moved to approve re-appointment of Marianne Kraus to Board of Appeals (3-year term to expire 06/01/2026)

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

#### **Action on reappointment of Terry Mack to the Board of Appeals**

Trustee Harbach moved to approve re-appointment of Terry Mack to Board of Appeals (3-year term to expire 06/01/2026)

Seconded by President Stoner. Motion carried. 6-0 vote.

#### **Action on reappointment of Peggy Kormylo to the Board of Appeals**

Trustee Harbach moved to approve appointment of Peggy Kormylo to Board of Appeals (3-year term to expire 06/01/2026)

Seconded by President Stoner. Motion carried. 6-0 vote.

#### **Approval of Operator's Licenses: Amanda Rossell, Ted Gement, and Lisa Chiapete**

Trustee Harbach moved to approve Operator Licenses: Amanda Rossell, Ted Gement, and Lisa Chiapete

Seconded by President Stoner. Motion carried. 6-0 vote.

#### **Adjourn**

Trustee Harbach moved to Adjourn at 6:12 pm.

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

Drafted this 24<sup>th</sup> day of May 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					
05/25/2023	POOL	61856	AYRES	AYRES ASSOCIATES INC	8,595.13
05/25/2023	POOL	61857	BYFUGLIEN	BYFUGLIEN INC	3,793.33
05/25/2023	POOL	61858	SPECTRUM	CHARTER COMMUNICATIONS	24.12
05/25/2023	POOL	61859	SPECTRUM	CHARTER COMMUNICATIONS	344.15
05/25/2023	POOL	61860	CORE	CORE & MAIN LP	1,636.00
05/25/2023	POOL	61861	EHLERS	EHLERS	500.00
05/25/2023	POOL	61862	EMC	EMC INSURANCE COMPANIES	26,196.09
05/25/2023	POOL	61863	GAT001	GATEWAY TECHNICAL COLLEGE	1,054.80
05/25/2023	POOL	61864	GLOBE	GLOBE CONTRACTORS INC	31,570.50
05/25/2023	POOL	61865	KWU002	KENOSHA WATER UTILITY	210.00
05/25/2023	POOL	61866	MEN001	MENARDS - RACINE	655.20
05/25/2023	POOL	61867	MLBULB	MILWAUKEE LIGHT BULB	138.74
05/25/2023	POOL	61868	PAY001	PAYNE & DOLAN INC	96.63
05/25/2023	POOL	61869	SHI001	SHERWIN INDUSTRIES INC	33,764.50
05/25/2023	POOL	61870	STAPLEAD	STAPLES	75.88
05/25/2023	POOL	61871	SUNBELT	SUNBELT RENTALS INC	175.42
05/25/2023	POOL	61872	ULINE	ULINE	298.83
05/25/2023	POOL	61873	WEE001	WE ENERGIES	647.19
05/25/2023	POOL	61874	WEE001	WE ENERGIES	7,344.56
05/25/2023	POOL	61875	WEATHERPR	WEATHERPROOFING TECHNOLOGIES INC	1,420.00
05/25/2023	POOL	61876	WISDNR	WISCONSIN DNR	1,000.00
05/25/2023	POOL	61877	WSESI	WISCONSIN SOCIETY OF EMERGENCY	660.00

## POOL TOTALS:

Total of 22 Checks:

120,201.07

Less 0 Void Checks:

0.00

Total of 22 Disbursements:

120,201.07

User: HKRUK

DB: Somers

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
06/01/2023	POOL	61879	A&R001	A & R DOOR SERVICES INC	220.00
06/01/2023	POOL	61880	AIRONE	AIR ONE EQUIPMENT INC	2,274.00
06/01/2023	POOL	61881	AIR001	AIRGAS USA, LLC	411.25
06/01/2023	POOL	61882	BRUM	ANN BRUMBACK	52.46
06/01/2023	POOL	61883	ARCHIVES	ARCHIVES AND ARMORY PMML	141,866.00
06/01/2023	POOL	61884	AAC001	ASSOCIATED APPRAISAL	2,686.80
06/01/2023	POOL	61885	AT&T001	AT&T	115.44
06/01/2023	POOL	61886	BAXTER	BAXTER & WOODMAN	22,973.16
06/01/2023	POOL	61887	BAXTER	BAXTER & WOODMAN	19,680.00
06/01/2023	POOL	61888	BAKER	BRANDI BAKER	150.00
06/01/2023	POOL	61889	TRI-VISA	ELAN FINANCIAL SERVICES	698.35
06/01/2023	POOL	61890	UHS001	FROEDTERT SOUTH INC	22.80
06/01/2023	POOL	61891	STO001	GEORGE STONER	319.03
06/01/2023	POOL	61892	JEF001	JEFFERSON FIRE & SAFETY INC	2,517.95
06/01/2023	POOL	61893	SOR001	JOHN E SORENSEN	61.78
06/01/2023	POOL	61894	JOHNS	JOHNS DISPOSAL SERVICE INC	62,842.20
06/01/2023	POOL	61895	KWU001	KENOSHA WATER UTILITY	34,133.70
06/01/2023	POOL	61896	MCDEVITTS	MCDEVITTS TOWING & REPAIR	257.92
06/01/2023	POOL	61897	MEN001	MENARDS - RACINE	66.48
06/01/2023	POOL	61898	PAT001	PATS SERVICES INC	150.00
06/01/2023	POOL	61899	RUDIEFRANK	RUDIE FRANK ARCHITECTURE INC	1,485.00
06/01/2023	POOL	61900	STAPLEAD	STAPLES	109.69
06/01/2023	POOL	61901	STERICYCLE	STERICYCLE INC	16.01
06/01/2023	POOL	61902	TAP001	TAPCO	515.11
06/01/2023	POOL	61903	PEREZT	TERESA PEREZ	500.00
06/01/2023	POOL	61904	TKITZ	TIMOTHY KITZMAN	24.25
06/01/2023	POOL	61905	USPOST	US POSTMASTER	981.45
06/01/2023	POOL	61906	WEE001	WE ENERGIES	14.38
06/01/2023	POOL	61907	WAM001	WILLIAM A MORRIS	149.42

## POOL TOTALS:

Total of 29 Checks:

295,294.63

Less 0 Void Checks:

0.00

Total of 29 Disbursements:

295,294.63

User: HKRUK

DB: Somers

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
06/08/2023	POOL	61908	ACCURATE	ACCURATE PRINTING CO., INC	445.00
06/08/2023	POOL	61909	AT&T001	AT&T	264.72
06/08/2023	POOL	61910	AT&TMOB	AT&T MOBILITY	374.01
06/08/2023	POOL	61911	BTM001	BOUND TREE MEDICAL LLC	128.38
06/08/2023	POOL	61912	DAV001	DAVISON LAW OFFICE, LTD	17,503.50
06/08/2023	POOL	61913	FAS001	FASTENAL COMPANY	6.03
06/08/2023	POOL	61914	PETERS	JASON PETERS	750.00
06/08/2023	POOL	61915	KARP	KARP & IANCU SC	1,237.25
06/08/2023	POOL	61916	KWU002	KENOSHA WATER UTILITY	66,616.57
06/08/2023	POOL	61917	POIRIER	KEVIN POIRIER	63.09
06/08/2023	POOL	61918	MAXON	MAXON EQUIPMENT	85.85
06/08/2023	POOL	61919	MEN001	MENARDS - RACINE	46.94
06/08/2023	POOL	61920	NAP001	NAPA AUTO PARTS	123.48
06/08/2023	POOL	61921	SEYMOUR	SCOTT SEYMOUR	272.00
06/08/2023	POOL	61922	SIRENSERV	SIREN SERVICES LLC	564.44
06/08/2023	POOL	61923	SOUTHPORT	SOUTHPORT ENGINEERED SYSTEMS	6,500.00
06/08/2023	POOL	61924	STAPLEAD	STAPLES	233.18
06/08/2023	POOL	61925	THEJOURNAL	THE JOURNAL TIMES	1,032.26
06/08/2023	POOL	61926	USPOST	US POSTMASTER	276.00
06/08/2023	POOL	61927	WEE001	WE ENERGIES	123.50
06/08/2023	POOL	61928	WEE002	WE ENERGIES	93.28
06/08/2023	POOL	61929	WIHUMANE	WISCONSIN HUMANE SOCIETY	894.43

## POOL TOTALS:

Total of 22 Checks:

97,633.91

Less 0 Void Checks:

0.00

Total of 22 Disbursements:

97,633.91

**Village of Somers**

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

<b><u>DATE</u></b>	<b><u>CHECK#</u></b>	<b><u>PAYABLE TO</u></b>	<b><u>AMOUNT</u></b>
5/2/2023	EFT810	WI DEPT. OF REVENUE	\$ 3,994.65
5/2/2023	61761	METLIFE	\$ 565.00
5/3/2023	EFT811	WI SCTF	\$ 1,567.64
5/3/2023	EFT809	INTERNAL REVENUE SERVICE	\$ 24,636.93
5/5/2023	EFT812	SOMERS FIRE FIGHTERS	\$ 300.00
5/5/2023	ACH	PNP BILLPAYMENT	\$ 64,616.58
5/5/2023	ACH	SOMERS PAYROLL	\$ 64,616.58
5/9/2023	ACH	MISC DEBIT	\$ 30.00
5/9/2023	ACH	ANALYSIS LOSS FEE/MISC FEE	\$ 565.19
5/11/2023	ACH	PNP BILLPAYMENT	\$ 224.00
5/12/2023	ACH	PNP BILLPAYMENT	\$ 225.70
5/15/2023	ACH	MISC DEBIT - WELLS FARGO TRANSFER	\$ 3,150.00
5/16/2023	EFT814	WI DEPT. OF REVENUE	\$ 3,952.06
5/16/2023	EFT813	INTERNAL REVENUE SERVICE	\$ 24,520.45
5/16/2023	61833	METLIFE	\$ 565.00
5/16/2023	61832	SECURIAN FINANCIAL	\$ 30.02
5/16/2023	61831	SECURIAN FINANCIAL	\$ 954.09
5/17/2023	EFT820	WI SCTF	\$ 1,607.93
5/17/2023	ACH	SAMS CLUB	\$ 1,581.03
5/19/2023	EFT821	SOMERS FIRE FIGHTERS	\$ 300.00
5/19/2023	EFT818	EMPLOYEE TRUST FUNDS	\$ 35,433.42
5/19/2023	ACH	SOMERS PAYROLL	\$ 68,720.04
5/19/2023	ACH	KWIK TRIP	\$ 5,224.44
5/19/2023	ACH	WI ONLINE RECORD	\$ 126.00
5/22/2023	ACH	PNP BILLPAYMENT	\$ 354.00
5/23/2023	ACH	ACH DEBIT	\$ 18.47
5/25/2023	ACH	PNP BILLPAYMENT	\$ 118.00
5/25/2023	ACH	ACH DEBIT	\$ 101.58
5/31/2023	EFT825	SOMERS FIRE FIGHTERS	\$ 300.00
5/31/2023	EFT824	WI SCTF	\$ 1,482.10
5/31/2023	EFT823	INTERNAL REVENUE SERVICE	\$ 23,397.47
5/31/2023	EFT822	LIBERTY NATIONAL	\$ 739.44
5/31/2023	EFT819	WI EMPLOYEE TRUST FUNDS	\$ 29,015.81
5/31/2023	EFT817	AFLAC INSURANCE	\$ 612.04
5/31/2023	61878	METLIFE	\$ 565.00
5/31/2023	ACH	WIRE TRANSFER FEE	\$ 15.00
		<b>TOTAL</b>	<b>\$ 364,225.66</b>
		<b>BOND PAYMENTS VIA ACH</b>	
5/23/2023	ACH	WIRE TRANSFER WELLS FARGO-BOND	\$ 265,628.75
5/23/2023	ACH	WIRE TRANSFER WELLS FARGO-BOND	\$ 129,025.00
			<b>\$ 394,653.75</b>



# Investment Account Statement

May 1, 2023 - May 31, 2023

VILLAGE OF SOMERS  
 PO BOX 197  
 SOMERS WI 53171-0197

Your Investment Advisor:  
 EHLERS INVESTMENT PARTNERS  
 (651) 697-8500

## General

### Portfolio at a Glance

	This Period	Year-to-Date
BEGINNING ACCOUNT VALUE	\$5,033,624.48	\$5,004,269.78
Adjusted Previous Account Value	5,033,624.48	5,004,269.78
Dividends, Interest and Other Income	12,814.04	29,155.55
Other Transactions	-620.20	-2,677.77
Net Change in Portfolio <sup>1</sup>	-2,910.00	12,160.76
<b>ENDING ACCOUNT VALUE</b>	<b>\$5,042,908.32</b>	<b>\$5,042,908.32</b>
Accrued Interest	\$28,392.17	
Account Value with Accrued Interest	\$5,071,300.49	
Estimated Annual Income	\$130,146.45	

<sup>1</sup> Net Change in Portfolio is the difference between the ending account value and beginning account value after activity.

### Asset Summary

Percent	Asset Type	Last Period	This Period
1%	Cash, Money Funds, and Bank Deposits	4,698.65	16,892.49
99%	Fixed Income	5,028,925.83	5,026,015.83
100%	Account Total	\$5,033,624.48	\$5,042,908.32

### Additional Information

Description	This Period	Year-to-Date
Securities Bought and Sold	\$0.00	-\$5,513,022.85
Principal Payments	\$0.00	\$499,167.78



## Client Service Information

Your Investment Advisor: 1J7

EHLERS INVESTMENT PARTNERS  
3060 CENTER POINTE DRIVE  
ROSEVILLE MN 55113

Contact Information

Business: (651) 697-8500

## Your Account Information

### TAX LOT DEFAULT DISPOSITION METHOD

Default Method for Mutual Funds: First In First Out  
Default Method for Stocks in a Dividend Reinvestment Plan: First In First Out  
Default Method for all Other Securities: First In First Out

### BOND AMORTIZATION ELECTIONS

Amortize premium on taxable bonds based on Constant Yield Method: Yes  
Accrual market discount method for all other bond types: Constant Yield Method  
Include market discount in income annually: No

### ELECTRONIC DELIVERY

Your electronic delivery selections for account communications are listed below:

Enrolled	Not Enrolled
Statements and Reports	Tax Documents
Trade Confirmations	
Notifications	
Prospectus*	
Proxy / Shareholder Communications*	

E-mail notifications are delivered to the following e-mail address(es):

b#####@somers.org  
t#####@somers.org

\*b#####@somers.org is on file for these documents

The above e-mail address is partially masked for your security.  
Please log in to your account to review the full e-mail address.

Please log in to your account or contact your Investment Advisor to make any changes to your electronic delivery preferences.

## Portfolio Holdings

Description	Quantity	Opening Balance	Closing Balance	Accrued Income	Income This Year	30-Day Yield
CASH, MONEY FUNDS AND BANK DEPOSITS 1.00% of Portfolio						
Money Market						
DREYFUS TREAS OBLIG CM PART	16,892.4900	4,698.65	16,892.49	0.00	9,927.70	4.54%
Total Money Market		\$4,698.65	\$16,892.49	\$0.00	\$9,927.70	
TOTAL CASH, MONEY FUNDS AND BANK DEPOSITS		\$4,698.65	\$16,892.49	\$0.00	\$9,927.70	

Description	Quantity	Market Price	Market Value	Accrued Interest	Estimated Annual Income	Estimated Yield
FIXED INCOME 99.00% of Portfolio (In Maturity Date Sequence)						
U.S. Treasury Securities						
UNITED STATES TREAS BILLS 0.000% 07/13/23 B/E DTD 07/14/22	1,023,000.0000	99.4070	1,016,933.61	0.00		
Security Identifier: 912796XQ7						

Portfolio Holdings (continued)

Description	Quantity	Market Price	Market Value	Accrued Interest	Estimated Annual Income	Estimated Yield
<b>FIXED INCOME (continued)</b>						
<b>U.S. Treasury Securities (continued)</b>						
UNITED STS TREAS NTS 0.125% 10/15/23 B/E DTD 10/15/20 1ST CPN DTE 04/15/21 CPN PMT SEMI ANNUAL ON APR 15 AND OCT 15 Moody Rating Aaa Security Identifier: 91282CAP6	1,033,000.0000	98.0860	1,013,228.38	162.29	1,291.25	0.12%
UNITED STS TREAS NTS 2.500% 04/30/24 B/E DTD 04/30/22 1ST CPN DTE 10/31/22 CPN PMT SEMI ANNUAL ON APR 30 AND OCT 31 Moody Rating Aaa Security Identifier: 91282CEK3	1,020,000.0000	97.5510	995,020.20	2,148.10	25,500.00	2.56%
<b>Total U.S. Treasury Securities</b>	<b>3,076,000.0000</b>		<b>\$3,025,182.19</b>	<b>\$2,310.39</b>	<b>\$26,791.25</b>	
<b>U.S. Government Bonds</b>						
FEDERAL HOME LN BKS 4.750% 01/12/24 B/E DTD 01/12/23 1ST CPN DTE 07/12/23 CPN PMT SEMI ANNUAL ON JAN 12 AND JUL 12 Moody Rating Aaa Security Identifier: 3130AUJS4	250,000.0000	99.7370	249,342.50	4,585.07	11,875.00	4.76%
FEDERAL HOME LN BKS CONS BD 5.000% 07/26/24 B/E DTD 01/26/23 CALLABLE 01/26/24 @ 100.000 1ST CPN DTE 07/26/23 CPN PMT SEMI ANNUAL ON JAN 26 AND JUL 26 Moody Rating Aaa S & P Rating AA+ Security Identifier: 3130AUH98	500,000.0000	99.3150	496,575.00	8,680.56	25,000.00	5.03%
FEDERAL NATL MTG ASSN 5.300% 10/28/24 B/E DTD 04/28/23 CALLABLE 07/28/23 @ 100.000 1ST CPN DTE 10/28/23 CPN PMT SEMI ANNUAL ON APR 28 AND OCT 28 Moody Rating Aaa S & P Rating AA+ Security Identifier: 3135GAH38	515,000.0000	99.3040	511,415.60	2,502.04	27,295.00	5.33%
FEDERAL NATL MTG ASSN 1.625% 01/07/25 B/E DTD 01/10/20 1ST CPN DTE 07/07/20 CPN PMT SEMI ANNUAL ON JAN 07 AND JUL 07 Moody Rating Aaa S & P Rating AA+ Security Identifier: 3135G0X24	262,000.0000	95.3170	249,730.54	1,703.00	4,257.50	1.70%



## Portfolio Holdings (continued)

Description	Quantity	Market Price	Market Value	Accrued Interest	Estimated Annual Income	Estimated Yield
<b>FIXED INCOME (continued)</b>						
<b>U.S. Government Bonds (continued)</b>						
FEDERAL HOME LN BKS CONS BD 5.000% 01/27/26 B/E DTD 01/27/23 CALLABLE 07/27/23 @ 100.000 1ST CPN DTE 07/27/23 CPN PMT SEMI ANNUAL ON JAN 27 AND JUL 27 Moody Rating Aaa S & P Rating AA+ Security Identifier: 3130AUL85	500,000.0000	98.7540	493,770.00	8,611.11	25,000.00	5.06%
<b>Total U.S. Government Bonds</b>	<b>2,027,000.0000</b>		<b>\$2,000,833.64</b>	<b>\$26,081.78</b>	<b>\$93,427.50</b>	
<b>TOTAL FIXED INCOME</b>	<b>5,103,000.0000</b>		<b>\$5,026,015.83</b>	<b>\$28,392.17</b>	<b>\$120,218.75</b>	
			Market Value	Accrued Interest	Estimated Annual Income	
<b>Total Portfolio Holdings</b>			<b>\$5,042,908.32</b>	<b>\$28,392.17</b>	<b>\$130,146.45</b>	

## Portfolio Holdings Disclosures

### Pricing

This section includes the net market value of the securities in your account on a settlement date basis, including short positions, at the close of the statement period. The market prices, unless otherwise noted, have been obtained from independent vendor services, which we believe to be reliable. In some cases the pricing vendor may provide prices quoted by a single broker or market maker. Market prices do not constitute a bid or an offer, and may differ from the actual sale price. Securities for which a price is not available are marked "N/A" and are omitted from the Total.

THE AS OF PRICE DATE ONLY APPEARS WHEN THE PRICE DATE DOES NOT EQUAL THE STATEMENT DATE.

### Estimated Annual Figures

The estimated annual income (EAI) and estimated annual yield (EAY) figures are estimates and for informational purposes only. These figures are not considered to be a forecast or guarantee of future results. These figures are computed using information from providers believed to be reliable; however, no assurance can be made as to the accuracy. Since interest and dividend rates are subject to change at any time, and may be affected by current and future economic, political, and business conditions, they should not be relied on for making investment, trading, or tax decisions. These figures assume that the position quantities, interest and dividend rates, and prices remain constant. A capital gain or return of principal may be included in the figures for certain securities, thereby overstating them. Refer to [www.pershing.com/disclosures](http://www.pershing.com/disclosures) for specific details as to formulas used to calculate the figures.

Accrued interest represents interest earned but not yet received.

### Reinvestment

The dollar amount of Mutual Fund distributions, Money Market Fund dividend income, Bank Deposit interest income, or dividends for other securities shown on your statement may have been reinvested. You will not receive confirmation of these reinvestments. Upon written request to your financial institution, information pertaining to these transactions, including the time of execution and the name of the person from whom your security was purchased, may be obtained. In dividend reinvestment transactions, Pershing acts as your agent and receives payment for order flow.

### Option Disclosure

Information with respect to commissions and other charges incurred in connection with the execution of option transactions has been included in confirmations previously furnished to you. A summary of this information is available to you promptly upon your written request directed to your introducing firm. In order to assist your introducing firm in maintaining current background and financial information concerning your option accounts, please promptly advise them in writing of any material change in your investment objectives or financial situation. Expiring options which are valuable are exercised automatically pursuant to the exercise by exception procedure of the Options Clearing Corporation. Additional

**Portfolio Holdings Disclosures (continued)**

**Option Disclosure (continued)**

information regarding this procedure is available upon written request to your introducing firm.

**Foreign Currency Transactions**

Pershing will execute foreign currency transactions as principal for your account. Pershing may automatically convert foreign currency to or from U.S. dollars for dividends and similar corporate action transactions unless you instruct your financial organization otherwise. Pershing's currency conversion rate will not exceed the highest interbank conversion rate identified from customary banking sources on the conversion date or the prior business day, increased by up to 1%, unless a particular rate is required by applicable law. Your financial organization may also increase the currency conversion rate. This conversion rate may differ from rates in effect on the date you executed a transaction, incurred a charge, or received a credit. Transactions converted by agents (such as depositories) will be billed at the rates such agents use.

**Proxy Vote**

Securities not fully paid for in your margin account may be lent by Pershing to itself or others in accordance with the terms outlined in the Margin Agreement. The right to vote your shares held on margin may be reduced by the amount of shares on loan. The Proxy Voting Instruction Form sent to you may reflect a smaller number of shares entitled to vote than the number of shares in your margin account.

**Ratings**

This statement may contain credit rating information obtained from Standard & Poor's. Reproducing and distributing any information received from Standard & Poor's is not permitted without prior written authorization from Standard & Poor's. Standard & Poor's does not guarantee the accuracy, completeness, timeliness or availability of any information. Standard & Poor's is not responsible for any errors or omissions, regardless of the cause, or for the results of using such content. Standard & Poor's makes no express or implied warranties including warranties of merchantability or fitness for a particular purpose. Standard & Poor's shall not be legally responsible for any fees, costs, expenses or losses in connection with the use of their content. Credit ratings are opinions and not statements of facts; are not recommendations to purchase, hold or sell securities; and do not address suitability for investment purpose. Credit ratings should not be relied upon as investment advice.

**Activity Summary (All amounts shown are in base currency)**

	Credits This Period	Debits This Period	Net This Period	Credits Year-to-Date	Debits Year-to-Date	Net Year-to-Date
<b>Securities</b>						
Securities Bought	0.00	0.00	0.00	0.00	-5,513,022.85	-5,513,022.85
<b>Total Securities</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>-\$5,513,022.85</b>	<b>-\$5,513,022.85</b>
<b>Dividends and Interest</b>	<b>\$12,814.04</b>	<b>\$0.00</b>	<b>\$12,814.04</b>	<b>\$29,155.55</b>	<b>\$0.00</b>	<b>\$29,155.55</b>
<b>Distributions</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$499,167.78</b>	<b>\$0.00</b>	<b>\$499,167.78</b>
<b>Fees</b>	<b>\$0.00</b>	<b>-\$620.20</b>	<b>-\$620.20</b>	<b>\$0.00</b>	<b>-\$2,677.77</b>	<b>-\$2,677.77</b>
<b>Totals</b>	<b>\$12,814.04</b>	<b>-\$620.20</b>	<b>\$12,193.84</b>	<b>\$528,323.33</b>	<b>-\$5,515,700.62</b>	<b>-\$4,987,377.29</b>

## Transactions by Type of Activity

Process/ Settlement Date	Activity Type	Description	Quantity	Price	Accrued Interest	Amount	Currency
<b>Dividends and Interest</b>							
05/01/23	BOND INTEREST RECEIVED 91282CEK3	1020000 UNITED STS TREAS NTS 2.500% 04/30/24 B/E DTD 04/30/22 RD 04/28 PD 04/30/23				12,750.00	USD
05/31/23	MONEY MARKET FUND INCOME RECEIVED PER201156	DREYFUS TREAS OBLIG				64.04	USD
<b>Total Dividends and Interest</b>					\$0.00	\$12,814.04	USD
<b>Fees</b>							
05/09/23	MANAGEMENT FEE PAID USD999997	MANAGEMENT FEE				-620.20	USD
<b>Total Fees</b>					\$0.00	-\$620.20	USD
<b>Total Value of Transactions</b>					\$0.00	\$12,193.84	USD

The price and quantity displayed may have been rounded.

## Income and Expense Summary

	Current Period		Year-to-Date	
	Taxable	Non Taxable	Taxable	Non Taxable
Dividend Income				
Money Market	64.04	0.00	9,927.70	0.00
Interest Income				
Bond Interest	12,750.00	0.00	19,227.85	0.00
<b>Total Income</b>	<b>\$12,814.04</b>	<b>\$0.00</b>	<b>\$29,155.55</b>	<b>\$0.00</b>

## Accrued Interest Summary

	Current Period		Year-to-Date	
	Taxable	Non Taxable	Taxable	Non Taxable
Accrued Interest Paid				
U.S. Treasury Securities	0.00	0.00	-5,827.93	0.00
U.S. Government Bonds	0.00	0.00	-283.19	0.00
<b>Total Accrued Interest Paid</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>-\$6,111.12</b>	<b>\$0.00</b>

### Money Market Fund Detail

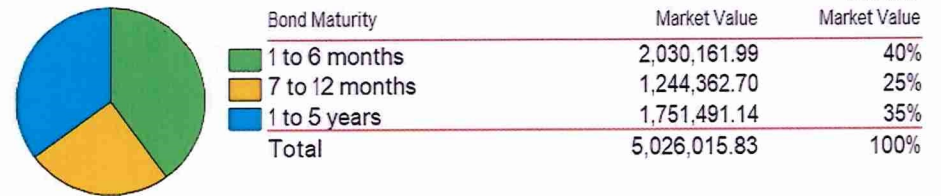
Date	Activity Type	Description	Amount	Balance
<b>Sweep Money Market Fund</b>				
DREYFUS TREAS OBLIG CM PART				
Current Yield: 4.58% Activity Ending: 05/31/23				
04/29/23	Opening Balance		4,698.65	4,698.65
05/02/23	Deposit	MONEY FUND PURCHASE	12,750.00	17,448.65
05/09/23	Withdrawal	MONEY FUND REDEMPTION	-620.20	16,828.45
05/31/23	Deposit	INCOME REINVEST	64.04	16,892.49
05/31/23	Closing Balance			\$16,892.49
<b>Total All Money Market Funds</b>				<b>\$16,892.49</b>

### Fixed Income Analysis

#### Bond Quality

Bond Quality	Market Value	% of Bond Market Value	Percent of Fixed Income	
AAA	4,009,082.22	80%		
Not Rated	1,016,933.61	20%		
<b>Total</b>	<b>5,026,015.83</b>	<b>100%</b>		

#### Bond Maturity Schedule



Percentages of bond market values are rounded to the nearest whole percentage.

Bond quality ratings reflect Moody's or Standard and Poor's ratings. Bonds may be rated by other services. Bonds that are in default are not included. Please refer to your Portfolio Holdings section.

### Messages

Although a money market mutual fund (money fund) seeks to preserve the value of your investment at \$1 per share, it is possible to lose money by investing in a money fund. Shares of a money fund or the balance of a bank deposit product held in your brokerage account may be liquidated upon request with the proceeds credited to your brokerage account. Please see the money fund's prospectus or the bank deposit product's disclosure document or contact your advisor for additional information. Pursuant to SEC Rule 10b-10(b)(1) confirmations are not sent for purchases into money funds processed on the sweep platform. Pursuant to applicable regulation, account statements will be produced monthly or quarterly. Balances in Federal Deposit Insurance Corporation (FDIC)-insured bank deposit sweep products are not protected by Securities Investor Protection Corporation (SIPC).

Pershing Advisor Solutions does not solicit nor act with discretion on any trade executions for your account. The terms solicited / unsolicited and



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

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**MEETING DATE:** June 13, 2023

**TO:** Village President Stoner and Village Trustees

**FROM:** Brandi Baker, Clerk-Treasurer

- AGENDA ITEM:**
- #7 Public Hearing on “Class A” & Class “A” and “Class B” & Class “B” License Renewals for 2023-2024
  - #8 Discussion on “Class A” and Class “A” Renewal Retail Alcohol Beverage License Applications
  - #9 Discussion on “Class B” and Class “B” Renewal Retail Alcohol Beverage License Applications

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**BACKGROUND:**

Alcohol Licenses expire on June 30<sup>th</sup> each year. Establishments in the Village of Somers have submitted their Renewal Alcohol Beverage Retail License to meet statutory requirements for filing and publication. The list of applicants is included.

Building Inspections & Fire Inspections of all locations have been successfully completed and there are no outstanding issues reported, with the exception of J&M’s Bar and Grill.

Attached is a spreadsheet showing the Calls for Service pertaining to liquor law violations. A spreadsheet showing all calls for service is available upon request.

**PRIOR ACTION TAKEN:**

The Renewal Applications were reviewed and discussed at our June 6, 2023 Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

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

*“Motion to approve “Class A” and Class “A” Renewal Retail Alcohol Beverage License Applications as listed in attached “Class A” and Class “A” Retail Alcohol License Application Renewal List for 2023-2024”*

*“Motion to approve “Class B” and Class “B” Renewal Retail Alcohol Beverage License Applications as listed in attached “Class B” and Class “B” Retail Alcohol License Application Renewal List for 2023-2024”*

ATTACHMENTS:

- a. “Class A” and Class “A” Retail Alcohol License Application Renewal List for 2022-2023 “Class B” and Class “B” Retail Alcohol License Application Renewal List for 2022- 2023
- b. Sheriff Department Spreadsheet for Liquor Law Violations
- c. Building Inspector alcohol inspection report
- d. Fire Inspector alcohol licenses report

**“CLASS A” INTOXICATING LIQUOR LICENSE & CLASS “A” FERMENTED MALT BEVERAGE LICENSE**

NAME	AGENT	TRADE NAME	ADDRESS	CITY	STATE	ZIP	PARCEL NUMBER
BP Kenosha Travel Plaza	Simmi Bhardwaj	Somers Amoco	1170 22nd Avenue	Kenosha	WI	53140	82-4-222-124-0310
BP Kenosha Travel Plaza, LLC	Parveen Bhardwaj	Kenosha Truck Stop	11800 Burlington Road	Kenosha	WI	53144	82-4-222-224-0501
Kwik Trip, Inc	Brian Malloy	Kwik Trip #107	5800 31st Street	Kenosha	WI	53144	82-4-222-224-0504
7-Eleven, Inc	Stacy Walters	7-Eleven #35842J	1150 Green Bay Road	Kenosha	WI	53144	82-4-222-104-0361
Parul Corp.	Bhanumati A. Patel	Northside Superette	1810 Sheridan Road	Kenosha	WI	53140	83-4-223-192-0100
Sam's East, Inc	Shauna Morgan	Sam's Club #6331	3300 Brumback Blvd.	Kenosha	WI	53144	82-4-222-271-0302
Skogen's Foodliner, Inc	Jonathan Korff	Festival Foods	6000 31st Street	Kenosha	WI	53144	82-4-222-224-0501
Utopia Nails & Spa, LLC	Tonyduc Huynh	Utopia Nails & Spa	4816 Green Bay Road	Kenosha	WI	53144	82-4-222-341-0210
Wal-Mart Stores East, LP	Zeke Radovanovic	Wal-Mart Supercenter #1167	3500 Brumback Blvd.	Kenosha	WI	53144	82-4-222-271-0301
Kwik Trip, Inc	Brian Malloy	Kwik Trip #597	11350 28 <sup>th</sup> Street	Kenosha	WI	53144	82-4-222-193-0101
Golden Madison, LLC	Parveen Bhardwaj	Pub 94	11800 Burlington Road	Kenosha	WI	53144	82-4-222-224-0504

**“CLASS B” INTOXICATING LIQUOR LICENSE & CLASS “B” FERMENTED MALT BEVERAGE LICENSE**

NAME	AGENT	TRADE NAME	ADDRESS	CITY	STATE	ZIP	PARCEL NUMBER
Cortese Supper Club	Achile Cortese	Cortese Restaurant	1300 Sheridan Road	Kenosha	WI	53140	83-4-223-181-0820
Geebo, LLC	Peter Gochis	Somers House	1548 Sheridan Road	Kenosha	WI	53140	83-4-223-184-0820
Kenosha Country Club, Inc	John Schneider	Kenosha Country Club	500 13th Avenue, Box 249	Kenosha	WI	53140	83-4-223-063-0200
M & R, Inc	Michael Aletto	Hobnob Restaurant	277 S. Sheridan Road	Racine	WI	53403	83-4-223-052-0200
Maplecrest Country Club, Inc	Daniel J. Plebanek	Maplecrest Country Club	9401 18th Street	Kenosha	WI	53144	82-4-222-201-0100
Oakfire Kenosha, LLC	David Scotney	Oakfire Pizzeria	3552 Market Lane	Kenosha	WI	53144	82-4-222-271-0318

		Napoletana & Bar					
J. Smith Farm	Amy Smith	Jerry Smith Farm	7150 18 <sup>th</sup> St	Kenosha	WI	53144	82-4-222- 153-0225
Surfside Bowl, Inc	Ellen Hedges	Surfside Bowl	1015 Sheridan Road	Kenosha	WI	53140	83-4-223- 083-0760

A Public Hearing and action on above the applications will occur at the regular meeting of the Somers Village Board at Somers Village/Town Hall, 7511 12<sup>th</sup> Street, Somers, Wisconsin, on Tuesday, June 13<sup>th</sup>, 2023 at 5:30 p.m.

Brandi Baker Clerk/Treasurer  
Publish: 05/23/23, 05/24/23 & 05/25/23

INDEX	CREATED DATE	CREATED TIME	CLOSED DATE	CLOSED TIME	COMMON NAME	ADDRESS	CITY, STATE, ZIP	BEAT	SOURCE	CALL NUMBER	CALL TYPE	CALL NARRATIVE	Disposition
1513	25-Mar-22	11:56 PM	26-Mar-22	12:37 AM	Somers House	1548 SHERIDAN RD	KENOSHA, WI 53140	11	Phone	250	Liquor Law Violation	[caller think there is underage drinking going on here] [said they were only carding to see if people had a college/school ID but that doesn't show your age] [caller ref but said he was here about 30min ago] [call restacked for priority med call] [ok to hold 205] [344 code 4] [bartender Keetra B Kerr 10-09-1996 262-344-6530 valid provisional operator license valid cabaret CL 21-05, amusement AP 21-05 and cigarette and tobacco CG 21-10 licenses. Business had valid license CB-21-08, no underage violations observed.	no underage violations observed
1551	05-Nov-22	10:42 PM	05-Nov-22	11:08 PM	Somers House	1548 SHERIDAN RD	KENOSHA, WI 53140	11	Phone	603	Liquor Law Violation	[caller says security is not checking ids and there are a lot of underage subjects inside here] [caller says he left and refused info] [they are chking ids] [On the above date and time Deputies responded to the Somers House Tavern for a liquor law violation. The anonymous caller claimed that he had been there previously and that security was not checking IDs. Upon arrival I observed security checking identifications. We then conducted a tavern check. I observed the license for bartenders Kaitlyn Stonestreet (30-21-23) valid through 6/30/23 and Keetra Kerr (82-21-23). I observed the Class B liquor license (CB-22-07) valid through 6/30/23. I observed the Tobacco license (CG-22-10) valid through 6/30/23. I observed the amusement license (AD-22-05) valid through 6/30/23. I observed th Cabaret license (CL-22-05) valid through 6/30/23. The bar was open for business and there was approximately 75 people inside the tavern. No issues were observed.	no underage violations observed

## Brandi Baker

---

**From:** Scott Seymour  
**Sent:** Wednesday, May 24, 2023 8:00 AM  
**To:** Brandi Baker  
**Subject:** Alcohol License

Brandi,

Alcohol license inspections are complete with the exception of J&M. No violations were noted preventing issuing of license

Scott Seymour  
Building Inspector  
Village | Town of Somers  
7511 12th Street, P.O. Box 197  
Somers, WI 53171  
262-859-2822



## Brandi Baker

---

**From:** Adam Pisula  
**Sent:** Thursday, June 1, 2023 3:10 PM  
**To:** Brandi Baker  
**Subject:** Re: Mobile Home & Alcohol Renewal

Brandi,

Fire inspections for all alcohol licenses are complete, with the following exception:

- J & M Bar has been closed since August of 2022, no interior access at this time due to renovations needed. Exterior inspection done with no violations found. Due to the amount of renovation needed they will require a new occupancy inspection with the building inspector when they reopen later this year.

Official inspection records are available, please let me know if you have any questions.

Sincerely,

Lieutenant Adam L. Pisula  
Fire Inspector & Public Education  
Somers Fire & Rescue  
(262) 620-3285 Office  
(262) 930-4330 Cell  
apisula@somers.org

---

**From:** Brandi Baker <BBaker@somers.org>  
**Sent:** Thursday, June 1, 2023 1:06 PM  
**To:** Adam Pisula <APisula@somers.org>  
**Subject:** RE: Mobile Home & Alcohol Renewal

Hi Adam,

I am wondering if you could send me an email just referencing the Alcohol inspections that I could put into the Village Board packet?

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



Telephone: (262) 859-2822

Fax: (262) 859-2331

Email: [bbaker@somers.org](mailto:bbaker@somers.org)

---

**From:** Adam Pisula <[APisula@somers.org](mailto:APisula@somers.org)>  
**Sent:** Wednesday, May 10, 2023 3:31 PM  
**To:** Brandi Baker <[BBaker@somers.org](mailto:BBaker@somers.org)>  
**Cc:** Scott Seymour <[SSeymour@somers.org](mailto:SSeymour@somers.org)>  
**Subject:** Re: Mobile Home & Alcohol Renewal

Brandi,

Fire inspections for all mobile home parks are complete, with no outstanding violations. Fire inspections for all alcohol licenses are complete, with the following exceptions:

- J & M Bar has been closed since August of 2022, no interior access at this time due to renovations needed. Exterior inspection done with no violations found. Due to the amount of renovation needed they will require a new occupancy inspection with the building inspector when they reopen later this year.
- Jerry Smith Farms is still closed for the season. I will be onsite next week to conduct the inspection as they get closer to opening.

Official inspection records are available, please let me know if you have any questions.

Lieutenant Adam L. Pisula  
Fire Inspector & Public Education  
Somers Fire & Rescue  
(262) 620-3285 Office  
(262) 930-4330 Cell  
[apisula@somers.org](mailto:apisula@somers.org)

---

**From:** Brandi Baker <[BBaker@somers.org](mailto:BBaker@somers.org)>  
**Sent:** Tuesday, April 4, 2023 1:15 PM  
**To:** Scott Seymour <[SSeymour@somers.org](mailto:SSeymour@somers.org)>; Adam Pisula <[APisula@somers.org](mailto:APisula@somers.org)>  
**Subject:** Mobile Home & Alcohol Renewal

Attached are the current mobile home parks and alcohol renewals whose licenses will be expiring at the end of June. These renewals will go to the Boards for approval mid-June and will need inspections. Please let me know if you have any questions.

Thank you,  
**Brandi Baker**  
Clerk / Treasurer  
Village / Town of Somers  
7511 12th Street, P.O. Box 197

Somers, WI 53171



Telephone: (262) 859-2822

Fax: (262) 859-2331

Email: [bbaker@somers.org](mailto:bbaker@somers.org)



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

---

**MEETING DATE:** June 13<sup>th</sup>, 2023

**TO:** Village President Stoner and Village Trustees

**PREPARED BY:** Brandi Baker, Clerk-Treasurer

**AGENDA ITEM:** #10 Action on Petrifying Springs “Class B” Class “B” Alcohol Beverage License Application

---

**BACKGROUND:**

This year Petrifying Springs Biergarten is applying for a Class B Combo License. They have previously held a Class “B” beer license. This will allow the Biergarten to serve wine, however, a contract between the Biergarten and Kenosha County does not permit them to sell and serve intoxicating liquors.

**PRIOR ACTION TAKEN:**

This application was discussed at the June 6, 2023 Village Work Session. Since the Work session the applicant has submitted an amended reduced application requesting a Class “B” liquor license.

**SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:**

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

*“Motion to approve Petrifying Springs Class “B” Alcohol Beverage License Application”*

**ATTACHMENTS:**

Petrifying Springs Biergarten Renewal Application

# Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 6/1/2023 ending: 6/1/2024  
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the:  Town of } Somers  
 Village of }  
 City of }

County of Kenosha Aldermanic Dist. No. \_\_\_\_\_  
 (if required by ordinance)

Check one:  Individual  Limited Liability Company  
 Partnership  Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number	
FEIN Number 81-5345630	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$
<b>TOTAL FEE</b>	<b>\$</b>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)  
Petrifying Springs Beer Garden LLC

**An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.**

President / Member Last Name <u>DeBartolo</u>	(First) <u>Anthony</u>	(Middle Name) <u>J</u>	Home Address (Street, City or Post Office, & Zip Code)
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name <u>Morrone</u>	(First) <u>Vince</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Petrifying Springs Biergarten Business Phone Number 224-489-6313

2. Address of Premises 5555 7th St Pavilion #1 Kenosh Post Office & Zip Code 53144

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

Premise is defined as facing east to west with perimeter including  
everything within split rail fence line. 2 beer trailers on the SW corner  
off pavilion hold beer. With in the pavilion all canned items are held.  
Service is handled from bar area located at SE Corner of Pavilion.  
The main pavilion consistist of 3 rooms. Kitchen, Utility and storage.


4. Legal description (omit if street address is given above): \_\_\_\_\_

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? .....  Yes  No

(b) If yes, under what name was license issued? Petrifying Springs Beer Garden

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** .....  Yes  No
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? .....  Yes  No **If yes, explain.**
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** .....  Yes  No
9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 03/16/20 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** .....  Yes  No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.**  Yes  No
- Tony DeBartolo & Michael Grab Petrifying Springs Biergarten
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] .....  Yes  No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] .....  Yes  No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? .....  Yes  No

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) Michael Grab	Title/Member Agent	Date 03/21/20
Signature 	Phone Number 414-839-9170	Email Address lakeandreabeergarden@gmail.com

**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	



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

---

**MEETING DATE:** June 13<sup>th</sup>, 2023

**TO:** Village President Stoner and Village Trustees

**PREPARED BY:** Brandi Baker, Clerk-Treasurer

**AGENDA ITEM:** #11 Action on J&M's "Class B" & Class "B" alcohol renewal license

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**BACKGROUND:**

Due to the fire last year, J&M's is still closed and conducting repairs. Staff recommends if the Board will approve the renewal all inspections must be completed before opening and issuing the renewal of their alcohol license.

**PRIOR ACTION TAKEN:**

This application was discussed at the June 6 Village Work Session. It was decided that this renewal would be tabled and brought back after all renovations and inspections are completed.

**SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:**

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

*"Motion to table J&M's "Class B" & Class "B" alcohol renewal application until renovations and inspections are completed"*

**ATTACHMENTS:**

None



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

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**MEETING MEMO:** June 13, 2023

**TO:** Village President Stoner and Village Trustees

**FROM:** Brandi Baker, Clerk-Treasurer

**AGENDA ITEM:** #12 Action on Cigarette and Tobacco License Applications

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**BACKGROUND:**

Cigarette & Tobacco Product Licenses expire on June 30<sup>th</sup> each year. Establishments in the Village of Somers have submitted their Cigarette & Tobacco applications. The list of applicants is included.

**PRIOR ACTION TAKEN:**

These applications were discussed at the June 6, 2023 Village Work Session.

**SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:**

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

*“Motion to approve Cigarette and Tobacco License Applications for 2023-2024”*

**ATTACHMENTS:**

List of Cigarette & Tobacco Applicants for 2023-2024

**VILLAGE OF SOMERS, KENOSHA  
COUNTY, WI  
2023-2024  
Cigarette & Tobacco Products  
Licenses**

**TRADE NAME/LOCATION**

**Kenosha Country Club**

500 13th Avenue, Box 249  
Kenosha, WI 53144

**Kwik Trip #597**

11350 28<sup>th</sup> St  
Kenosha, WI 53144

**Wal-Mart Supercenter #1167**

3500 Brumback Blvd  
Kenosha WI 53144

**Somers Amoco**

1170-22nd Avenue  
Kenosha, WI 53140

**7-Eleven**

1150 Green Bay Road  
Kenosha WI 53144

**Petrifying Springs Biergarten**

5555 7th Street Pavilion #1  
Kenosha WI 53144

**Northside Superette**

1810 Sheridan Road  
Kenosha, WI 53140

**Petrifying Springs Golf Course**

4907 7<sup>th</sup> Street  
Kenosha WI 53144

**Somers House**

1548 Sheridan Road  
Kenosha WI 53140

**Kenosha Travel Plaza**

11800 Burlington Road  
Kenosha, WI 53144

**Maplecrest Country Club**

9401 18th Street  
Kenosha, WI 53144

**Skogens-Festival Foods**

6000 31st Street  
Kenosha, WI 53144

**Kwik Trip #107**

5800 31st Street  
Kenosha, WI 53144



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

---

**MEETING DATE:** June 13, 2023

**TO:** Village President Stoner and Village Trustees

**FROM:** Brandi Baker, Clerk-Treasurer

**AGENDA ITEM:** #13 Action on Cabaret License & Recurring Special Events Applications

---

**BACKGROUND:**

Cabaret Licenses expire on June 30<sup>th</sup> each year.

Earlier this year the Board approved Ordinances regarding Cabaret licenses and Special Events. Cabaret licenses now permit amplified music indoor only. Any outdoor music will be covered under single Special Event permits.

We have added Recurring Special Events to certain zoning districts which will permit outdoor amplified music.

**COMMENTS:**

Establishments in the Village of Somers have submitted their Cabaret License applications. The list of applicants is included.

Petrifying Springs Biergarten has applied for their recurring special events permit.

Building Inspections & Fire Inspections of all locations have been successfully completed, and there are no outstanding issues reported.

**PRIOR ACTION TAKEN:**

These applications were discussed at the June 6, 2023 Village Work Session

**SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:**

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

*“Motion to approve Cabaret and Recurring Special Event Applications as listed in the Cabaret License Applications for 2023-2024”*

ATTACHMENTS:

- a. List of Cabaret and Recurring Special Events Applicants
- b. Calls for service - Cabaret

# Village of Somers

## 2023-2024

### Cabaret Licenses

M & R, Inc.  
Mike Alett , Agent

Hobnob Restaurant  
277 S. Sheridan Road  
Racine, WI 53403  
83-4-223-052-0200

Achille, Inc.  
Achille Cortese, Agent

Cortese Restaurant  
1300 Sheridan Road  
Kenosha, WI 53140  
83-4-223-181-0820

Geebo, LLC  
Peter Gochis, Agent

Somers House  
1548 Sheridan Road  
Kenosha, WI 53140  
83-4-223-184-0820

### Recurring Special Event

Petrifying Springs Beer Garden LLC  
Anthony DeBartolo, Agent

Petrifying Springs Biergarten  
5555 7<sup>th</sup> Street, Pavilion #1  
Kenosha, WI 53144  
82-4-222-111-5001

INDEX	CREATED DATE	CREATED TIME	CLOSED DATE	CLOSED TIME	COMMON NAME	ADDRESS	CITY, STATE, ZIP	BEAT	SOURCE	CALL NUMBER	CALL TYPE	CALL NARRATIVE
203	10-Aug-22	9:23 PM	15-Dec-22	3:26 PM	Cortese Restaurant	1300 SHERIDAN RD	KENOSHA, WI 53140	11	911	473	Disorderly Conduct	[a car pulled into the parking lot, a male and women arguing, male is peeing in parking lot smashing his veh window in] [male looks intoxicated] [m/w glasses green shirt. The veh is a silver blue convertible with top down, smashing windshield] [female is sitting down f/w long red hair on phone] [male getting back in drivers seat] [caller is Mina with Cortese] [male had a bottle in hand at one point, poured the contents out over windshield] [in custody per 245] [in custody 367] [TTY sent to racine ref incident in their area - mandated reporter
333	26-Mar-22	9:12 PM	26-Mar-22	9:25 PM	Hob Nob	277 SHERIDAN RD	RACINE, WI 53403	11	911	537	Disorderly Conduct	[compl states that Toyota Sienna 612CZL is blocking her limosine bus; states that they had a verbal argument because he wanted her to move and she was loading up her customers; now he is refusing to move so that she can leave
354	11-Jun-22	1:37 AM	11-Jun-22	2:18 AM	J&M's Bar and Grill	8013 12TH ST	SOMERS, WI 53144	11	Phone	640	Noise Complaint	[Caller doesn't wish to be seen-states there's a group of 15 people in the J&M's parking lot lifting each other up with a crane and being generally loud] [parking lot is empty, and its quiet per 343] [On the above date and time, Deputies responded to J&M's tavern for a noise complaint. The caller stated there were about 15 people outside lifting each other up on a crane and being loud. Upon arrival there was no one outside and the parking lot was quiet. The music from the bar was not unreasonable. I then conducted a tavern check. I observed the Class B liquor license (CB-21-02) which is valid through 6/30/22, clearly posted and framed. I observed the amusement license (AD-21-01) which is valid through 6/30/22 also clearly posted and framed. The license lists 8 devices. 8 devices were observed. I observed the health license (BWOK-9WXRDG) which is valid through 6/30/22 also clearly posted and framed. I observed the bartender, identified as Katherine S Thompson (262-945-4735) who was on duty. I observed her license (146-21-23) which is valid through 6/30/23). There were approximately 5 people inside the bar. No other issues were observed.
1503	19-Jan-22	11:05 PM	20-Jan-22	3:49 AM	Somers House	1548 SHERIDAN RD	KENOSHA, WI 53140	11	911	768	Disorderly Conduct	[caller thomas cruckey is very intoxicated, said he wants to go to jail for drunk driving and just wanted to swear at me...said he is waiting outside] [thomas in custody



**VILLAGE OF SOMERS  
VILLAGE BOARD  
WORK MEETING MEMORANDUM**

---

**MEETING DATE:** June 6<sup>th</sup>, 2023

**TO:** Village President Stoner and Village Trustees

**FROM:** Brandi Baker, Clerk-Treasurer

**AGENDA ITEM:** #14 Action on Amusement Device License Applications

---

**BACKGROUND:**

Amusement Device Licenses expire on June 30<sup>th</sup> each year.

**COMMENTS:**

Establishments in the Village of Somers have submitted their Amusement Device License applications. The list of applicants is included.

Building Inspections & Fire Inspections of all locations have been successfully completed, and there are no outstanding issues reported.

**PRIOR ACTION TAKEN:**

These were discussed at the June 6, 2023 Village Work Session.

**SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:**

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

*“Motion to approve Amusement Device Applications as listed in the Amusement Device Applications for 2023-2024”*

**ATTACHMENTS:**

List of Amusement Device Applicants

**VILLAGE OF SOMERS  
2023-2024  
Amusement Device Licenses**

TRADE NAME/LOCATION

**J & M's Bar and Grill**

8013 12th Street  
Kenosha, WI 53140

**Somers House**

1548 Sheridan Road  
Kenosha, WI 53140

**Kenosha Travel Plaza**

11800 Burlington Road  
Kenosha, WI 53144

**Maplecrest Country Club**

9401 18th Street  
Kenosha, WI 53144

**Somers Amoco**

1170 22nd Ave  
Kenosha, WI 53140

**Surfside Bowling Alley**

1015 Sheridan Road  
Kenosha, WI 53140



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

**MEETING DATE:** June 13, 2023

**TO:** Village President Stoner and Village Trustees

**PREPARED BY:** Brandi Baker, Clerk-Treasurer

**AGENDA ITEM:** #15 Action on application for Class “B” (Picnic) Beer License from Hyslop Foundation DBA Hawthorn Hollow Nature Sanctuary & Arboretum for their Pike River Benefit Concert Series on June 23 and July 28, 2023. Located at 880 Green Bay Road, Kenosha, Wisconsin 53144, and requests to waive fees

**BACKGROUND:**

Hawthorn Hollow is a 90-acre Nature Sanctuary that hosts over 6,000 students a year with over 30 educational programs. The Friends of Hawthorn Hollow event is to raise monies to maintain operations of the preserve.

They have approached the Village to request a Class “B” (Picnic) Beer License for the Pike River Benefit Concert Series on June 17, and July 28, 2023.

The waiver letter includes two additional events on August 18<sup>th</sup> and September 9<sup>th</sup> that will be brought to a later work session date.

As these are charity events, they have requested waiver of fees associated with the applications.

**PRIOR ACTION TAKEN:**

This was discussed at the June 6 Village Work Sessions. There were concerns discussed regarding unfilled sanitary conditions required by the County

**SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:**

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

*“Motion to approve application for Class “B” (Picnic) Beer License from Hyslop Foundation DBA Hawthorn Hollow Nature Sanctuary & Arboretum for their Pike River Benefit Concert Series on June 23 and July 28, 2023. Located at 880 Green Bay Road, Kenosha, Wisconsin 53144, and requests to waive fees subject to: Restriction of interior facilities being available to the public during the events.”*

ATTACHMENTS:

- a. Application for June 23 event
- b. Application for July 28 event
- c. Temporary Class “B Applications and Request to Waive Fee Letter

# Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ \_\_\_\_\_

Application Date: 05/09/2023

Town  Village  City of Somers

County of Kenosha

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.  
 A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 06/23/2023 and ending 06/23/2023 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

### 1. Organization (check appropriate box) →

- Bona fide Club  Church  Lodge/Society  
 Veteran's Organization  Fair Association or Agricultural Society  
 Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Hyslop Foundation DBA Hawthorn Hollow Nature Sanctuary & Arboretum

(b) Address 880 Green Bay Rd, Kenosha, WI 53144  
(Street)  Town  Village  City

(c) Date organized \_\_\_\_\_

(d) If corporation, give date of incorporation 12/26/1962

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Susan Andrea, 505 73rd St, Kenosha, WI 53142

Vice President \_\_\_\_\_

Secretary Sandra Halmo, 6030 12th St, Kenosha, WI 53144

Treasurer Charlotte Kozak-Bishop, 9043 184th St, Bristol, WI 53104

(g) Name and address of manager or person in charge of affair: TJ Leveque, 1904 30th St, Kenosha, WI 53140

### 2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 880 Green Bay Rd

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? Outdoor Event

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: \_\_\_\_\_

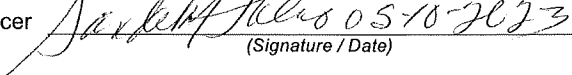
### 3. Name of Event

(a) List name of the event Pike River Benefit Concert Series

(b) Dates of event 06/23/2023

### DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer  05-10-2023  
(Signature / Date)

\_\_\_\_\_  
(Name of Organization)

Date Filed with Clerk \_\_\_\_\_

Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_

## Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ \_\_\_\_\_

Application Date: 05/09/2023

Town  Village  City of Somers

County of Kenosha

The named organization applies for: (check appropriate box(es).)

A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 07/28/2023 and ending 07/28/2023 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

- 1. Organization** (check appropriate box) →
- Bona fide Club  Church  Lodge/Society  
 Veteran's Organization  Fair Association or Agricultural Society  
 Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Hyslop Foundation DBA Hawthorn Hollow Nature Sanctuary & Arboretum

(b) Address 880 Green Bay Rd, Kenosha, WI 53144  
(Street)  Town  Village  City

(c) Date organized \_\_\_\_\_

(d) If corporation, give date of incorporation 12/26/1962

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Susan Andrea, 505 73rd St, Kenosha, WI 53142

Vice President \_\_\_\_\_

Secretary Sandra Halmo, 6030 12th St, Kenosha, WI 53144

Treasurer Charlotte Kozak-Bishop, 9043 184th St, Bristol, WI 53104

(g) Name and address of manager or person in charge of affair: TJ Leveque, 1904 30th St, Kenosha, WI 53140

**2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:**

(a) Street number 880 Green Bay Rd

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? Outdoor Event

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: \_\_\_\_\_

**3. Name of Event**

(a) List name of the event Pike River Benefit Concert Series

(b) Dates of event 07/22/2022

### DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer   
(Signature / Date)

Hyslop Foundation  
(Name of Organization)

Date Filed with Clerk \_\_\_\_\_

Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_



**HAWTHORN HOLLOW**  
NATURE SANCTUARY AND ARBORETUM

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

May 10, 2023

Dear Ms. Baker,

Hawthorn Hollow Nature Sanctuary and Arboretum will be hosting our annual fundraisers this summer on the following dates:

June 23<sup>rd</sup> – Pike River Benefit Concert

July 28<sup>th</sup> – Pike River Benefit Concert

August 18<sup>th</sup> – Pike River Benefit Concert

September 9<sup>th</sup> – Walk in the Woods Art Fair

The sale of wine, local craft beer, soda, water, and food help with the proceeds of these events, and add to the flavor of the day. If granted the temporary licenses, could you please consider waiving the accompanying fees for these unique fundraising events?

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, virgin and restored 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

We are looking forward to another successful year and hope that you will join us.

Sincerely,

Jeremy Haag  
Special Event & Administrative Associate  
Hawthorn Hollow Nature Sanctuary and Arboretum



**VILLAGE OF SOMERS  
VILLAGE BOARD  
MEETING MEMORANDUM**

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**MEETING DATE:** June 13, 2023

**TO:** Village President Stoner and Board of Trustees

**PREPARED BY:** Brandi Baker, Clerk-Treasurer

**AGENDA ITEM:** #16 Action on application for Class “B” (Picnic) Beer License from Kenosha Shrine Club for events June 17<sup>th</sup> and 18<sup>th</sup>, 2023 from 10 a.m. until 6 p.m. each day. Events to be held at Jerry Smith Farm, 7150 18th Street, and a request to waive fees

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**BACKGROUND:**

Kenosha Shrine Club is a non-profit organization that was established in 1924. The Kenosha Shrine Club has held several events at Jerry Smith Farm to raise money to provide transportation to patients and their families receiving treatment at Shrine Hospital for Children in Chicago.

They have approached the Village to request a Class “B” (Picnic) Beer License for the Babies on the Farm held at Jerry Smith Farm, 7150 18th Street June 17<sup>th</sup> and 18<sup>th</sup> from 10 a.m. until 6 p.m. each day.

As these are charity events, they have requested waiver of fees associated with the applications.

**PRIOR ACTION TAKEN:**

This was discussed at the June 6, 2023 Village Work Session

**SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:**

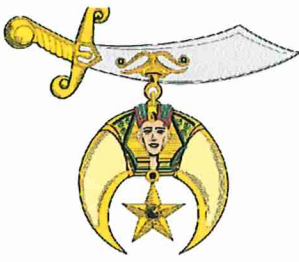
In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

*“Motion to approve application for Class “B” (Picnic) Beer License from Kenosha Shrine Club for events June 17th and 18th, 2023 from 10 a.m. until 6*

*p.m. each day. Events to be held at Jerry Smith Farm, 7150 18th Street, and a request to waive fees”*

ATTACHMENTS:

Temporary Class “B Application and Event Request Letter



# Kenosha Shrine Club

## Established 1924

June 1<sup>st</sup> 2023

Dear Sirs:

The Kenosha Shrine Club is requesting a temporary Class B license to sell beer at Jerry Smith's Farm on June 10<sup>th</sup> 11<sup>th</sup> 17<sup>th</sup> & 18<sup>th</sup>. The hours of operation will be from 10 a.m. to 6 p.m. each day. We are a non-profit club whose main purpose is to aid the 50 plus children in the Kenosha area who are treated at the Shrine Hospital for Children in Chicago. We offer free transportation for the child and parent along with lunch for each visit. Funds raised above the transportation needs are sent directly to the hospital.

I currently hold a regular bartender's license for Somers. As we are a non-profit organization we are asking that any associated fees be waived. If that is not possible we are definitely willing to pay our way. Your approval would be most gratefully appreciated. I apologize for the lateness of this application and understand if this permit is denied.

Yours truly,

A handwritten signature in black ink that reads "James R. Schweitzer". The signature is written in a cursive style with a large, prominent "S" at the beginning.

James R. Schweitzer

Secretary Kenosha Shrine Club

262.652.9376

262.960.4526

[schweitzer1947jim@gmail.com](mailto:schweitzer1947jim@gmail.com)

# Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ \_\_\_\_\_

Application Date: \_\_\_\_\_

Town  Village  City of SOMERS

County of \_\_\_\_\_

The named organization applies for: (check appropriate box(es).)

A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning JUNE 10 and ending JUNE 18 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →  Bona fide Club  Church  Lodge/Society

Chamber of Commerce or similar Civic or Trade Organization

Veteran's Organization  Fair Association

(a) Name KENOSHA SHRINE CLUB

(b) Address 7530 - 33RD AVE FRONT KENOSHA, WI. 53142  
(Street)  Town  Village  City

(c) Date organized 1924

(d) If corporation, give date of incorporation N/A

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President MICHAEL SMITH 11227 - 251ST AVE TREVOR, WI. 53179

Vice President ROBERT HAGGARTY 6230 - 10TH ST. KENOSHA WI. 53144

Secretary JAMES SCHWEITZER 7530 - 33RD FRONT K, WI. 53142

Treasurer SCOTT HEETER 2310 - 14TH AVE APT T KENOSHA, WI. 53140

(g) Name and address of manager or person in charge of affair: AMY SMITH  
7150 - 18TH ST. KENOSHA, WI. 53144

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 7150 - 18TH ST. KENOSHA, WI. 53144

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? NO

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. Name of Event

(a) List name of the event BABIES ON THE FARM

(b) Dates of event JUNE 10, 11, 17, 18

### DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer James Schweitzer  
(Signature/date)

KENOSHA SHRINE CLUB  
(Name of Organization)

Officer \_\_\_\_\_  
(Signature/date)

Officer \_\_\_\_\_  
(Signature/date)

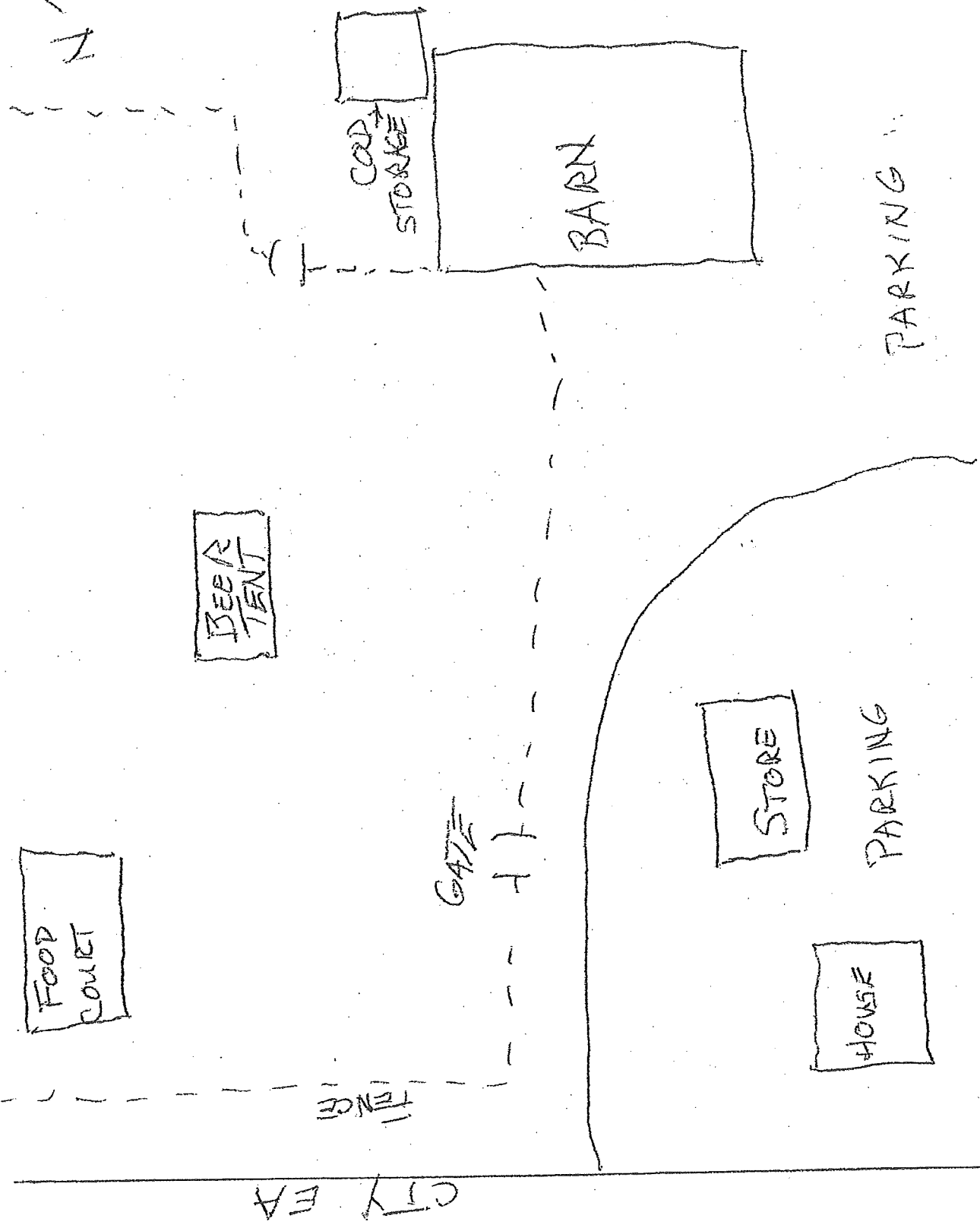
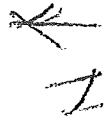
Officer \_\_\_\_\_  
(Signature/date)

Date Filed with Clerk \_\_\_\_\_

Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_





VILLAGE OF SOMERS  
VILLAGE BOARD  
MEETING ITEM MEMORANDUM

**MEETING DATE:** June 13<sup>th</sup>, 2023

**TO:** Village President Stoner and Village Trustees

**PREPARED BY:** Jason J. Peters, Administrator

**AGENDA ITEM:** #17 Discussion and possible action on request for partial payment #5 from Globe Contractors, Inc. in the amount of \$34,849.27 for Flint 94 Commerce Center Offsite Public Utility Plans

**BACKGROUND:**

The Village began working with Flint Development in June of 2021 regarding their desire to bring a “Class A” warehousing/industrial project to approximately 130 acres west of the I on CTH E. The project would bring three buildings totaling 1.9 million sq. ft. of warehousing/manufacturing space. These are being built as “spec” buildings. The Board conditionally approved Flint 94’s request for comp plan amendment, rezoning, CSM, site plan and exterior fenestration at our February 8<sup>th</sup> Board Meeting. The Board approved Flint 94’s Developer’s Agreement at our June 14<sup>th</sup> meeting. As a part of this agreement the Developer agreed to bring offsite public sewer and water to their project.

On October 11, 2022, the Board awarded the bid for the Offsite Public Utility Plans for Flint 94 Commence Center to Globe Contractors, Inc. in the amount of \$1,223,941.50. On March 14<sup>th</sup>, the Board approved Change Order #1. The net increase on the contract was \$4,000. The new contract price is now \$1,227,941.50.

Globe Contractors, Inc. has submitted its fifth request for partial payment in the amount of \$34,849.27. The Board has previously approved the following:

• 1 <sup>st</sup> request	December 13th, 2022	\$433,124.00
• 2 <sup>nd</sup> request	January 24 <sup>th</sup> , 2023	\$406,355.86
• 3 <sup>rd</sup> request	February 28 <sup>th</sup> , 2023	\$329,345.41
• 4 <sup>th</sup> request	May 23 <sup>rd</sup> , 2023	\$31,570.50
<b>Total</b>		<b>\$1,200,395.77</b>

These improvements are being paid for by the Developer through a letter of credit issued to the Village.

PRIOR ACTION TAKEN:

This matter has not been previously reviewed by the Board.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Engineer Biwer recommends approval of payment request #5. 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 partial payment #5 from Globe Contractors, Inc. in the amount of \$34,849.27 for Flint 94 Commerce Center Offsite Public Utility Plan”*

ATTACHMENTS:

Engineer Biwer Recommendation on Globe Contractors, Inc. for Flint 94 Commerce Center Offsite Public Utility Plans) -Payment #5

May 23, 2023

Brandi Baker, Clerk  
Village of Somers  
7511 12<sup>th</sup> Street  
Somers, WI 53171

**Subject: Offsite Public Utility Plans for Flint 94 Commerce Center-- Payment Recommendation**

Dear Brandi,

Enclosed is an Application for Payment from Globe Contractors, Inc., Contractor, for work performed for the Offsite Public Utility Plans for Flint 94 Commerce Center Project. A partial lien waiver and sworn statement are also attached. The following is our opinion of the amount due and payable to the Contractor:

Contract Price Including CO #1	\$1,227,941.50
Work Completed to Date	\$1,250,594.31
Less Amount Retained	<u>(\$15,349.27)</u>
Subtotal	\$1,235,245.04
Less Previous Payments	<u>(\$1,200,395.77)</u>
Total Amount Due for Partial Payment 5	\$34,849.27

**We recommend payment to Globe Contractors, Inc. for \$34,849.27.**

**Amount attributed to Sanitary Sewer: \$0.00**  
**Amount attributed to Water Main: \$19,500.00**

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS



Brett D. Biwer, P.E.

BDB/bdb

Encs.

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

## Contractor's Application for Payment No. 5

		<b>Application Date:</b> 5/15/2023	<b>Application Period:</b> 4/11/2023-5/15/2023
<b>To (Owner):</b> The Village of Somers		<b>From (Contractor):</b> Globe Contractors, Inc.	<b>Via (Engineer):</b> Baxter & Woodman, Inc.
<b>Contact:</b> Jason Peters		<b>Contact:</b> Brad Hucke	<b>Contact:</b> Brett Biwer
<b>Project:</b> Offsite Public Utility Plans For Flint 94 Commerce Center		<b>Address:</b> N50 W23076 Betker Road Pewaukee, WI 53072	<b>Address:</b> 256 South Pine Street Burlington, WI 53105
<b>Owner's Contract No.:</b>		<b>Contractor's Project No.:</b> 1806-22	<b>Engineer's Project No.:</b> 211728.60

### Change Order Summary

Approved Change Orders			
Number	Additions	Deductions (Enter as Positive Number)	
CO#1	\$4,000.00		1. ORIGINAL CONTRACT PRICE ..... \$ <u>1,223,941.50</u>
			2. Net change by Change Orders ..... \$ <u>4,000.00</u>
			3. CURRENT CONTRACT PRICE (Line 1 + Line 2) ..... \$ <u>1,227,941.50</u>
			4. TOTAL COMPLETED TO DATE
			(Column L Total on Progress Estimates) ..... \$ <u>1,250,594.31</u>
			5. RETAINAGE:
			a. 2.5% X <u>\$613,970.75</u> Work Completed ..... \$ <u>15,349.27</u>
			6. RETAINAGE REDUCTION TO DATE (Enter as Positive Number) . \$
			7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5a. + Line 6) ..... \$ <u>1,235,245.04</u>
			8. LESS PREVIOUS PAYMENTS (Line 7 from Prior Application) ..... \$ <u>1,200,395.77</u>
			9. AMOUNT DUE THIS APPLICATION ..... \$ <u>34,849.27</u>
TOTALS		\$4,000.00	
<b>NET CHANGE BY CHANGE ORDERS</b>		<b>\$4,000.00</b>	

**Contractor's Certification**

The undersigned Contractor certifies that to the best of its knowledge:

(1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment;

(2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner per Article 15 of the General Conditions; and

(3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

<b>By:</b> Brad Hucke <i>Brad Hucke</i>	<b>Date:</b> 5/15/2023
---	------------------------

**Payment of:** \$ 34,849.27  
(Line 9 or other - attach explanation of the other amount)

**Recommended by:** \_\_\_\_\_ (Engineer) \_\_\_\_\_ (Date)

**Payment of:** \$ 34,849.27  
(Line 9 or other - attach explanation of the other amount)

**Approved by:** \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment No.**

**5**

For (Project): <b>Offsite Public Utility Plans For Flint 94 Commerce Center</b>								Application Date: <b>5/15/2023</b>				
Application Period: <b>4/11/2023-5/15/2023</b>								Engineer's Project No.: <b>211728.60</b>				
A	B	C	D	E	F	G	H	I	J	K	L	
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Work Completed Previously		Work Completed This Period		Total Work Completed to Date		
						Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	
1	MOBILIZATION	LS	1.00	\$72,000.00	\$ 72,000.00	1.00	\$ 72,000.00		\$ -	1.00	\$ 72,000.00	
2	CONSTRUCTION LAYOUT & STAKING	LS	1.00	\$5,000.00	\$ 5,000.00	1.00	\$ 5,000.00		\$ -	1.00	\$ 5,000.00	
3	REPL OF DRAIN TILES	EA	6.00	\$1,200.00	\$ 7,200.00	1.00	\$ 1,200.00		\$ -	1.00	\$ 1,200.00	
4	UTILITY INVESTIGATION POTHOLE	EA	6.00	\$500.00	\$ 3,000.00	20.00	\$ 10,000.00		\$ -	20.00	\$ 10,000.00	
5	18" SAN SWR (OPEN CUT)	LF	1,896.00	\$176.00	\$ 333,696.00	1,843.50	\$ 324,456.00		\$ -	1,843.50	\$ 324,456.00	
6	18" SAN SWR W/IN 30" (MIN.) STEEL CASING PIPE	LF	426.00	\$798.63	\$ 340,216.38	480.00	\$ 383,342.40		\$ -	480.00	\$ 383,342.40	
7	SAN OUTSIDE DROP CONN	EA	1.00	\$25,000.00	\$ 25,000.00	1.00	\$ 25,000.00		\$ -	1.00	\$ 25,000.00	
8	48" SAN SWR MH	EA	5.00	\$16,000.00	\$ 80,000.00	5.00	\$ 80,000.00		\$ -	5.00	\$ 80,000.00	
9	TELEVISION OF NEW SAN SWR FOR FINAL INSPECTION	LF	2,322.00	\$3.00	\$ 6,966.00	2,323.50	\$ 6,970.50		\$ -	2,323.50	\$ 6,970.50	
10	12" WM (OPEN CUT)	LF	50.00	\$385.00	\$ 19,250.00	31.00	\$ 11,935.00		\$ -	31.00	\$ 11,935.00	
11	12" WM W/IN 24" (MIN.) STEEL CASING PIPE	LF	421.00	\$549.41	\$ 231,301.62	440.00	\$ 241,740.41		\$ -	440.00	\$ 241,740.41	
12	WM GRAN BF	LF	25.00	\$79.00	\$ 1,975.00		\$ -		\$ -		\$ -	
13	WM CASING VENT PIPE	EA	2.00	\$1,900.00	\$ 3,800.00	2.00	\$ 3,800.00		\$ -	2.00	\$ 3,800.00	
14	FIRE HYD	EA	1.00	\$9,500.00	\$ 9,500.00	1.00	\$ 9,500.00		\$ -	1.00	\$ 9,500.00	
15	FIRE HYD BARREL EXT	VF	2.00	\$1,300.00	\$ 2,600.00	2.50	\$ 3,250.00		\$ -	2.50	\$ 3,250.00	
16	12" GV & BX	EA	2.00	\$4,900.00	\$ 9,800.00	2.00	\$ 9,800.00		\$ -	2.00	\$ 9,800.00	
17	12" CONN TO WM (NON-PRESSURE)	EA	1.00	\$10,000.00	\$ 10,000.00	1.00	\$ 10,000.00		\$ -	1.00	\$ 10,000.00	
18A	SILT FENCE	LF	2,255.00	\$2.30	\$ 5,186.50	2,000.00	\$ 4,600.00		\$ -	2,000.00	\$ 4,600.00	
18B	EROSION CONTROL BLANKET	SY	6,300.00	\$1.50	\$ 9,450.00		\$ -		\$ -		\$ -	
18C	CONSTRUCTION ENTRANCE	EA	1.00	\$4,000.00	\$ 4,000.00		\$ -		\$ -		\$ -	
19	RESTORATION OF LAWNS & PARKWAYS	LS	1.00	\$39,000.00	\$ 39,000.00	0.50	\$ 19,500.00	0.50	\$ 19,500.00	1.00	\$ 39,000.00	
20	TRAFFIC CONTROL & PROTECTION	LS	1.00	\$5,000.00	\$ 5,000.00	1.00	\$ 5,000.00		\$ -	1.00	\$ 5,000.00	
							\$ -		\$ -		\$ -	
<b>TOTAL BID ITEMS</b>						<b>\$ 1,223,941.50</b>		<b>\$ 1,227,094.31</b>	<b>-</b>	<b>\$ 19,500.00</b>		<b>\$ 1,246,594.31</b>
<b>ADDITIONAL ITEMS</b>												
CO#1-1	ADJUST EX SAN MH	EA	1.00	\$4,000.00	\$ 4,000.00	1.00	\$ 4,000.00		\$ -	1.00	\$ 4,000.00	
					\$ -		\$ -		\$ -		\$ -	
<b>TOTAL ADDITIONAL ITEMS</b>						<b>\$ 4,000.00</b>		<b>\$ 4,000.00</b>		<b>\$ -</b>		<b>\$ 4,000.00</b>
<b>TOTAL ALL ITEMS</b>						<b>\$ 1,227,941.50</b>		<b>\$ 1,231,094.31</b>		<b>\$ 19,500.00</b>		<b>\$ 1,250,594.31</b>

# PARTIAL WAIVER OF LIEN

May 16th, 2023

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

for **Village of Somers**

owner,

by **Globe Contractors, Inc.**

contractor,

for **Installation of Offsite Public Utilities (Water & Sanitary)**

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

## **Offsite Public Utility Plans For Flint 94 Commerce Center**

for all labor performed and for all material furnished for the erection, construction, alteration, or repair of said building and appurtenances, except,...

Paid to Date \$1,168,825.27 plus current amount of \$66,419.77

**Globe Contractors, Inc.**



---

**Robert D. Olson, President**





VILLAGE OF SOMERS  
VILLAGE BOARD  
MEETING ITEM MEMORANDUM

**MEETING DATE:** June 13<sup>th</sup>, 2023

**TO:** Village President Stoner and Village Trustees

**PREPARED BY:** Jason J. Peters, Administrator

- AGENDA ITEM:**
- #18 Discussion and possible action on request for partial payment #9 – R from Musson Brothers, Inc. in the amount of \$98,263.76 for the Sheridan Road Area Sanitary Sewer Improvements
  - #19 Discussion and possible action on request for partial payment #10 from Musson Brothers, Inc. in the amount of \$8,385.48 for the Sheridan Road Area Sanitary Sewer Improvements

**BACKGROUND:**

On January 12, 2021, the Board awarded the bid for the Sheridan Road Area Sanitary Sewer Improvements in the amount of \$4,854,937.09 to Musson Brothers, Inc. Based off of previously approved change orders 1-4, the amount of the contract moved to \$4,878,412.09.

Musson Brothers, Inc. has submitted a request to reduce the retainage amount by \$98,263.76 (PR 9-R) and partial payment request #10 in the amount of \$8,385.48. The total amount for both requests is \$106,649.24. The Board has previously approved the following:

• 1 <sup>st</sup> request	May 25, 2021	\$127,680
• 2 <sup>nd</sup> request	June 8, 2021	\$169,099.92
• 3 <sup>rd</sup> request	July 27, 2021	\$263,128.64
• 4 <sup>th</sup> request	September 14, 2021	\$341,857.50
• 5 <sup>th</sup> request	October 26, 2021	\$549,239.78
• 6 <sup>th</sup> request	December 14, 2021	\$502,423.35
• 7 <sup>th</sup> request	February 22, 2022	\$797,190.77
• 8 <sup>th</sup> request	April 12, 2022	\$440,356.61
• 9 <sup>th</sup> request	July 12, 2022	\$543,045.23
Payments to date		\$3,734,021.80

PRIOR ACTION TAKEN:

These items have not been previously reviewed by the Board.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Engineer Biwer has reviewed the requests and recommends approval of both items 18 & 19. In the event the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

#18

*“Motion to approve request for partial payment #9 –R from Musson Brothers, Inc. in the amount of \$98,263.76 for the Sheridan Road Area Sanitary Sewer Improvements”*

#19

*“Motion to approve request for partial payment #10 from Musson Brothers, Inc. in the amount of \$8,385.48 for the Sheridan Road Area Sanitary Sewer Improvements*

ATTACHMENTS:

Engineer Biwer Recommendation on Musson Brothers, Inc. - Sheridan Road Area Sanitary Sewer Improvements - Payment #9-R & 10

June 6, 2023

Brandi Baker - Village Clerk  
Village of Somers  
7511 12<sup>th</sup> Street  
Somers, WI 53171

**Subject: Sheridan Road Area Sanitary Sewer Improvements -- Payment Recommendation**

Dear Brandi,

Enclosed is an Application for Payment and sworn statement from Musson Brothers, Inc., Contractor, for work performed on the Sheridan Road Area Sanitary Sewer Improvements Project. The Contractor is requesting to have their retainage reduced. The following is our opinion of the amount due and payable to the Contractor:

Contract Price Including Change Orders 1, 2, & 4	\$4,878,412.09
Work Completed to Date (Public)	\$3,316,986.63
Work Completed to Date (Private)	<u>\$622,163.20</u>
Work Completed to Date (Total)	\$3,939,149.83
Less Amount Retained (Attributed to Private Work)	<u>(\$98,478.79)</u>
Subtotal	\$3,840,671.04
Less Previous Payments	<u>(\$3,734,021.80)</u>
Total Amount Due for Partial Payment 9-R & 10	\$106,649.24

410 Sheridan Road: \$5,200.00 has been moved from Public to Private for work completed at this address.

**CWLF Reimbursable:**

Work Completed to Date (Public)	\$3,316,986.63
Less Previous Payments:	<u>(\$3,313,586.13)</u>
CWLF Reimbursable for Partial Payment 9-R & 10	\$3,400.50

**We recommend payment to Musson Brothers, Inc. for \$106,649.24; of this amount, \$3,400.50 is reimbursable under CWLF 5600-01.**

The following items require completion prior to payment of the final retainage:

- Provide pre and post televising information for laterals and mains per Specification Section 33 01 30.75
- Change order to extend the final completion date per WDNR requirements.
- Change order to quantify the work completed and zero out the contract.
- Provide a payment request for the final retainage amount.
- Provide lien waivers from Musson and all sub-contractors.
- Provide warranty letter for three years from the date of final acceptance.
- Provide a warranty/maintenance bond for 5% of the total contract.
- Provide a final sworn statement.
- Provide a two year insurance certification.
- Provide consent to surety.

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS

*Brett D. Biwer*

Brett D. Biwer, P.E.

BDB/bdb

Encs.

C/encs.:      Jason Peters, Administrator (email)  
                 Brent Binder, WDNR (email)  
                 Blythe Cassidy, WDNR (email)  
                 Doug Snyder, Village Engineer (email)  
                 Nick Zillman, Musson Brothers, Inc. (email)

I:\CRYSTAL LAKE\SOMEV\190332-SHERIDAN ROAD AREA UTILITIES\42 - SEWER\13-FOR CONSTRUCTION\PAY REQUESTS\PAY REQUEST #9-R\PAY REQUEST #9-R RECOMMENDATION.DOC





# INVOICE

NUMBER
87194 R

P.O. Box 818 • Rhinelander, Wisconsin 54501 • (715) 365-8700 • (715) 369-9296

**Bill to:** Village of Somers  
 P.O. Box 197  
 7511 12th Street  
 Somers, WI 53171

**Ship to:** 7511 12th Street  
 Somers, WI 53171

Cust #	Customer Ref	Date	Due Date	Disc Date	Terms
2348	Pay Req. #9-R	01/20/23			Due in 30 Days

Mth/Trans	Line	Description	Contract	Item	Unit Price	Quantity	Amount
		Retainer reduced to 5% of 50% completed to date \$3,930,549.33	921100	PRIVATE			\$98,263.76

**Notes:**

Sanitary Sewer Rehabilitation - Sheridan Road  
 EIF Project# 5600.01

Total	\$98,263.76
Sales Tax	
Less Retainage	
<b>Total Due</b>	<b>\$98,263.76</b>

All payments made by credit or debit card will incur an additional 4% service charge.

**Partial Waiver of Lien**

To All Whom It May Concern:

WHEREAS, the undersigned, MUSSON BROTHERS INC. has contracted with Village of Somers to furnish labor and materials for Sanitary Sewer Rehabilitation – Sheridan Road for work associated with EIF Project No. 5600.01, located at Village of Somers County of Kenosha of which Village of Somers is the Owner.

NOW, THEREFORE, this 7th day of March 2023, for and in consideration of the sum of \$ 106,649.24 paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due to become due from the Owner, by virtue of said Work, on account of labor, services, materials, fixtures, apparatus of machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises.

The undersigned further represents and warrants that he has paid for all labor, materials, equipment, and services that he has used or supplied or incorporated into the above premises were either taken from his fully paid or open stock or were fully paid for; and that the following are the names of all parties who have furnished material or labor, or both:

NAMES OF SUPPLIERS (if none, so state)

WHAT SUPPLIED

NAMES OF SUPPLIERS (if none, so state)	WHAT SUPPLIED

That there are no other contracts for said work outstanding, 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.

MUSSON BROTHERS INC

*Mich Mussen*  
Signature

TITLE: Vice President/Secretary/Treasurer

CERTIFICATE 00 62 76.01 SWORN STATEMENT

State of Wisconsin }  
County of Oneida }

THE AFFIANT, Nicole Musson BEING FIRST DULY SWORN, ON OATH DEPOSES AND SAYS

THAT HE/SHE IS Vice President/Secretary/Treasurer of Musson Bros., Inc. THAT HAS

(POSITION)  
CONTRACT WITH Village of Somers, OWNER FOR

Sanitary Sewer Rehabilitation - Sheridan Road Area  
(KIND OF WORK)

ON THE FOLLOWING DESCRIBED PREMISES IN SAID COUNTY, TO-WIT: Kenosha  
THAT, FOR THE PURPOSE OF SAID CONTRACT, THE FOLLOWING PERSONS HAVE BEEN CONTRACTED WITH, AND HAVE FURNISHED, OR ARE FURNISHING AND PREPARING MATERIALS FOR, AND HAVE DONE OR ARE DOING LABOR ON SAID IMPROVEMENT. THAT THERE IS DUE AND TO BECOME DUE THEM, RESPECTIVELY, THE AMOUNTS SET OPPOSITE THEIR NAMES FOR MATERIALS OR LABOR AS STATED. THAT THIS IS A FULL, TRUE, AND COMPLETE STATEMENT OF ALL SUCH PERSONS, AND OF THE AMOUNTS PAID.

1	2	3	4	5	6	7
NAME AND ADDRESS	KIND OF WORK	ADJUSTED TOTAL CONTRACT INCL. EXTRAS AND CREDITS	TOTAL RETAINED INCLUDING THIS APPLICATION	NET PREVIOUSLY PAID	NET AMOUNT OF THIS PAYMENT	BALANCE TO BECOME DUE (INC. RETENTION)
T&T Tree Service LLC 3606 Maple Road Burlington, WI 53105	Tree Removal	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Terra Construction Corp. 2409 Vondron Road Madison, WI 53718	CIPP	\$672,617.00	\$0.00	\$0.00	\$0.00	\$0.00
Visu-Sewer W230 N4855 Betker Dr. Pewaukee, WI 53072	CIPP	\$1,072,117.35	\$23,273.36	\$884,386.51	\$23,273.33	\$0.00
Wisconsin Utility Exposure Inc. 510 C Biddle Street Waukesha, WI 53186	Hydro-Vac / T&M	\$146,850.00 Paid as Invoiced	\$0.00	\$146,850.00	\$0.00	\$0.00
Wanasek Corp. 29606 Durand Avenue Burlington, WI 53105	Sewer Excavation	\$758,703.00	\$10,715.83	\$466,942.06	\$10,715.83	\$0.00
Musson Bros., Inc. P.O. Box 818 Rhinelander, WI 54501	CIPP	\$2,186,649.74	\$64,489.58	\$2,235,843.23	\$72,660.08	\$98,478.79
<b>TOTAL</b>		<b>\$4,854,937.09</b>	<b>\$98,478.77</b>	<b>\$3,734,021.80</b>	<b>\$106,649.24</b>	<b>\$98,478.79</b>

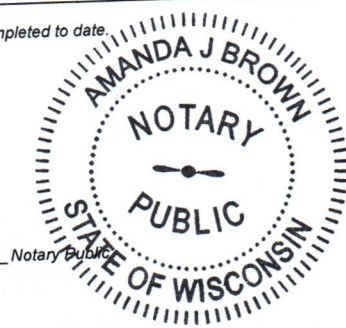
AMOUNT OF ORIGINAL CONTRACT	\$ 4,854,937.09	WORK COMPLETED TO DATE	\$ 3,939,149.83
EXTRAS TO CONTRACT	\$ 23,475.00	LESS 5% RETAINED of 50% completed	\$ 98,478.79
TOTAL CONTRACT AND EXTRAS	\$ 4,878,412.09	MATERIAL STORED	\$ -
CREDITS TO CONTRACT		NET AMOUNT EARNED	\$ 3,840,671.04
ADJUSTED TOTAL CONTRACT	\$ 4,878,412.09	NET PREVIOUSLY PAID	\$ 3,734,021.80
		NET AMOUNT OF THIS PAYMENT	\$ 106,649.24
		BALANCE TO BECOME DUE (INC. RETENTION)	\$ 98,478.79

It is understood that the total amount paid to date plus the amount requested in this application shall not exceed \_\_\_\_\_ % of the cost of work completed to date.

I agree to furnish Waivers of Lien for all materials under my contract when demanded.

Signed Nicole Musson  
Vice President/Secretary/Treasurer

Subscribed and sworn to before me this 7 day of March 2023  
Amanda J Brown





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

---

**MEETING DATE:** June 13<sup>th</sup>, 2023

**TO:** Village President Stoner and Village Trustees

**PREPARED BY:** Jason J. Peters, Administrator

**AGENDA ITEM:** #20 Discussion and possible action on change order #1 from Globe Contractors, Inc. for 2022 Stormwater Utility Improvements Program (12th Avenue & 56th Avenue)

#21 Discussion and possible action on request for final payment from Globe Contractors, Inc. in the amount of \$7,233.85 for 2022 Stormwater Utility Improvements Program (12th Avenue & 56th Avenue)

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**BACKGROUND:**

The 2022 CIP included two major stormwater projects. The project consisted of installing a new storm sewer on 12th Avenue and replacing a storm sewer pipe from 56th Avenue to the Pike River. On July 12<sup>th</sup>, the Village Board awarded the bid for the 2022 Stormwater Utility Improvements to Globe Contractors, Inc. in the amount of \$168,338.00. The project was substantially completed in September of 2022. Globe Contractors has submitted Change Order #1 that will serve to reduce the contract price by \$23,661 due to the lower quantities needed for the job. This moves the final contract price to \$144,677. Globe Contractors, Inc has also submitted its request for final payment in the amount of \$7,233.85 based on the reduced contract price.

The Board has previously approved the following:

- 1<sup>st</sup> request                      November 9<sup>th</sup>, 2022                      \$137,443.15

**PRIOR ACTION TAKEN:**

These items have not been previously reviewed by the Board.

**SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:**

Engineer Biwer has reviewed the requests and recommends approval of both items 20 & 21. In the event the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

#20

*“Motion to approve request for change order #1 from Globe Contractors, Inc. for 2022 Stormwater Utility Improvements Program (12th Avenue & 56th Avenue)”*

#21

*“Motion to approve request for final payment from Globe Contractors, Inc. in the amount of \$7,233.85 for 2022 Stormwater Utility Improvements Program (12th Avenue & 56th Avenue)”*

ATTACHMENTS:

Change Order #1 – Globe

Engineer Biwer’s Recommendation – Globe Final Payment Request

CHANGE ORDER #1

**PROJECT:** 2022 Stormwater Utility Improvements

**DATE OF ISSUANCE:** June 1, 2023

**OWNER:** Village of Somers  
7511 12<sup>th</sup> St.  
Somers, WI 53171

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

**CONTRACTOR:** Globe Contractors, Inc.  
N50 W23076  
Pewaukee, WI 53072

**ENGINEER's Project No.** 220816.60

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

**Description:** Project Close-Out

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

**Attachments:** List of final quantities and cost.

**CHANGE IN CONTRACT PRICE:**

Original Contract Price: \$168,338.00

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

Current Contract Price: \$168,338.00

Net increase of this Change Order: \$(23,661.00)

Contract Price with this Change Order: \$144,677.00

**CHANGE IN CONTRACT TIME:**

Original Contract Time:  
Substantial Completion: January 31, 2023  
Completion: March 31, 2023

Change from previous Change Orders: None

Current Contract Time:  
Substantial Completion: January 31, 2023  
Completion: March 31, 2023

Net Increase of this Change Order: None

Contract Time with this Change Order:  
Substantial Completion: January 31, 2023  
Completion: March 31, 2023

**PREPARED BY:**  
BAXTER & WOODMAN, INC.

**APPROVED:**  
VILLAGE OF SOMERS, WI

**ACCEPTED:**  
GLOBE CONTRACTORS, INC.

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

By George Stoner  
George Stoner  
Village President

By Brad Hucks  
Brad Hucks  
Project Manager

FINAL QUANTITIES  
2022 STORMWATER UTILITY IMPROVEMENTS  
VILLAGE OF SOMERS

No.	Item	Unit	BID AMOUNT			FINAL AMOUNT		
			Bid Qty	Unit Price	Bid Amount	Final Qty	Final Amount	Bid to Final Difference
1	MOBILIZATION	LSUM	1	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00	\$ -
2	CONSTRUCTION LAYOUT AND STAKING	LSUM	1	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00	\$ -
3	ASPHALT DRIVEWAY REMOVAL	SY	130	\$ 10.00	\$ 1,300.00	118	\$ 1,180.00	\$ (120.00)
4	CONCRETE DRIVEWAY REMOVAL	SY	18	\$ 20.00	\$ 360.00	18	\$ 360.00	\$ -
5	HOT-MIX ASPHALT DRIVEWAY	SY	148	\$ 75.00	\$ 11,100.00	136	\$ 10,200.00	\$ (900.00)
6	CRUSHED LIMESTONE SHOULDER	LF	450	\$ 10.00	\$ 4,500.00	0	\$ -	\$ (4,500.00)
7	ABANDON 12-INCH CULVERT WITH FLOWABLE FILL AND CAP	LSUM	1	\$ 2,500.00	\$ 2,500.00	0	\$ -	\$ (2,500.00)
8	12-INCH CMP CULVERT REMOVAL AND REPLACEMENT	LF	158	\$ 80.00	\$ 12,640.00	0	\$ -	\$ (12,640.00)
9	12-INCH CMP REMOVAL	LF	60	\$ 20.00	\$ 1,200.00	218	\$ 4,360.00	\$ 3,160.00
10	STORM SEWER							\$ -
	12-INCH HDPE	LF	418	\$ 71.00	\$ 29,678.00	548	\$ 38,908.00	\$ 9,230.00
	18-INCH HDPE	LF	560	\$ 96.00	\$ 53,760.00	560	\$ 53,760.00	\$ -
11	MEDIUM RIP RAP	CY	6	\$ 300.00	\$ 1,800.00	6	\$ 1,800.00	\$ -
12	4-INCH TO 12-INCH PIPE CONNECTION	EACH	2	\$ 500.00	\$ 1,000.00	6	\$ 3,000.00	\$ 2,000.00
13	12-INCH INLET WITH GRATE	EACH	4	\$ 1,600.00	\$ 6,400.00	4	\$ 6,400.00	\$ -
14	REMOVE ABANDONED INLETS	EACH	2	\$ 250.00	\$ 500.00	2	\$ 500.00	\$ -
15	EROSION AND SEDIMENTATION CONTROL							\$ -
	Silt Fence	LF	430	\$ 3.00	\$ 1,290.00	60	\$ 180.00	\$ (1,110.00)
	Erosion Mat	SY	370	\$ 3.00	\$ 1,110.00	143	\$ 429.00	\$ (681.00)
	Inlet Protection	EACH	3	\$ 100.00	\$ 300.00	3	\$ 300.00	\$ -
	Construction Entrance	EACH	1	\$ 1,600.00	\$ 1,600.00	1	\$ 1,600.00	\$ -
16	CLEARING AND GRUBBING	LSUM	1	\$ 3,200.00	\$ 3,200.00	1	\$ 3,200.00	\$ -
17	TREE REMOVAL	EACH	6	\$ 2,600.00	\$ 15,600.00	0	\$ -	\$ (15,600.00)
18	RESTORATION OF LAWNS AND PARKWAYS	LSUM	1	\$ 9,000.00	\$ 9,000.00	1	\$ 9,000.00	\$ -
19	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00	\$ -

**Bid Total: \$ 168,338.00 Final Total: \$144,677.00 \$(23,661.00)**

PROJECT SUMMARY

Original contract Sum:	\$ 168,338.00	
Net Change by Change Order:	\$ (23,661.00)	Change Order #1
Final Contract Sum:	\$ 144,677.00	
Total Completed to Date:	\$ 144,677.00	
Retainage:	\$ -	
Total Earned Less Retainage:	\$ 144,677.00	
Less Previous Certificates for Payment:	\$ 144,677.00	
Current Payment Due:	\$ -	
Balance to Finish:	\$ -	

CHANGE ORDER SUMMARY

Change Order #1: \$ (23,661.00)

June 8, 2023

Brandi Baker, Clerk  
Village of Somers  
7511 12<sup>th</sup> Street  
Somers, WI 53171

**Subject: 2022 Stormwater Utility Improvements – Final Payment Recommendation**

Dear Brandi,

Enclosed is a Final Application for Payment, Warranty, Maintenance Bond, Insurance, Sworn Statement, and Final Lien Waivers from Globe Contractors, Inc., Contractor, for work performed on the 2022 Stormwater Utility Improvements Project. Our Final Quantities Summary is also enclosed. The project was substantially complete on September 9, 2022. The following is our opinion of the amount due and payable to the Contractor:

Contract Price including change order #1	\$144,677.00
Work Completed to Date	\$144,677.00
Less Amount Retained	<u>(\$0.00)</u>
Subtotal	\$144,677.00
Less Previous Payments	<u>(\$137,443.15)</u>
Total Amount Due for Partial Payment 2	\$7,233.85

**We recommend payment to Globe Contractors, Inc. for \$7,233.85.**

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS



Brett D. Biwer, P.E.

BDB/bdb

Encs.

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

P:\SOMEV\220816-2022 STORMWATER UTIL\CONSTRUCTION\PAY REQUESTS\PAY APP #2\PAY REQUEST #2  
RECOMMENDATION.DOC

FINAL QUANTITIES  
2022 STORMWATER UTILITY IMPROVEMENTS  
VILLAGE OF SOMERS

No.	Item	Unit	BID AMOUNT			FINAL AMOUNT		
			Bid Qty	Unit Price	Bid Amount	Final Qty	Final Amount	Bid to Final Difference
1	MOBILIZATION	LSUM	1	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00	\$ -
2	CONSTRUCTION LAYOUT AND STAKING	LSUM	1	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00	\$ -
3	ASPHALT DRIVEWAY REMOVAL	SY	130	\$ 10.00	\$ 1,300.00	118	\$ 1,180.00	\$ (120.00)
4	CONCRETE DRIVEWAY REMOVAL	SY	18	\$ 20.00	\$ 360.00	18	\$ 360.00	\$ -
5	HOT-MIX ASPHALT DRIVEWAY	SY	148	\$ 75.00	\$ 11,100.00	136	\$ 10,200.00	\$ (900.00)
6	CRUSHED LIMESTONE SHOULDER	LF	450	\$ 10.00	\$ 4,500.00	0	\$ -	\$ (4,500.00)
7	ABANDON 12-INCH CULVERT WITH FLOWABLE FILL AND CAP	LSUM	1	\$ 2,500.00	\$ 2,500.00	0	\$ -	\$ (2,500.00)
8	12-INCH CMP CULVERT REMOVAL AND REPLACEMENT	LF	158	\$ 80.00	\$ 12,640.00	0	\$ -	\$ (12,640.00)
9	12-INCH CMP REMOVAL	LF	60	\$ 20.00	\$ 1,200.00	218	\$ 4,360.00	\$ 3,160.00
10	STORM SEWER							\$ -
	12-INCH HDPE	LF	418	\$ 71.00	\$ 29,678.00	548	\$ 38,908.00	\$ 9,230.00
	18-INCH HDPE	LF	560	\$ 96.00	\$ 53,760.00	560	\$ 53,760.00	\$ -
11	MEDIUM RIP RAP	CY	6	\$ 300.00	\$ 1,800.00	6	\$ 1,800.00	\$ -
12	4-INCH TO 12-INCH PIPE CONNECTION	EACH	2	\$ 500.00	\$ 1,000.00	6	\$ 3,000.00	\$ 2,000.00
13	12-INCH INLET WITH GRATE	EACH	4	\$ 1,600.00	\$ 6,400.00	4	\$ 6,400.00	\$ -
14	REMOVE ABANDONED INLETS	EACH	2	\$ 250.00	\$ 500.00	2	\$ 500.00	\$ -
15	EROSION AND SEDIMENTATION CONTROL							\$ -
	Silt Fence	LF	430	\$ 3.00	\$ 1,290.00	60	\$ 180.00	\$ (1,110.00)
	Erosion Mat	SY	370	\$ 3.00	\$ 1,110.00	143	\$ 429.00	\$ (681.00)
	Inlet Protection	EACH	3	\$ 100.00	\$ 300.00	3	\$ 300.00	\$ -
	Construction Entrance	EACH	1	\$ 1,600.00	\$ 1,600.00	1	\$ 1,600.00	\$ -
16	CLEARING AND GRUBBING	LSUM	1	\$ 3,200.00	\$ 3,200.00	1	\$ 3,200.00	\$ -
17	TREE REMOVAL	EACH	6	\$ 2,600.00	\$ 15,600.00	0	\$ -	\$ (15,600.00)
18	RESTORATION OF LAWNS AND PARKWAYS	LSUM	1	\$ 9,000.00	\$ 9,000.00	1	\$ 9,000.00	\$ -
19	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00	\$ -

**Bid Total: \$ 168,338.00    Final Total: \$144,677.00    \$(23,661.00)**

PROJECT SUMMARY

Original contract Sum:	\$ 168,338.00	
Net Change by Change Order:	\$ (23,661.00)	Change Order #1
Final Contract Sum:	\$ 144,677.00	
Total Completed to Date:	\$ 144,677.00	
Retainage:	\$ -	
Total Earned Less Retainage:	\$ 144,677.00	
Less Previous Certificates for Payment:	\$ 144,677.00	
Current Payment Due:	\$ -	
Balance to Finish:	\$ -	

CHANGE ORDER SUMMARY

Change Order #1: \$ (23,661.00)

## Contractor's Application for Payment No. FINAL

	Application Date: 5/31/2023	Application Period: Final Payment
To (Owner): The Village of Somers	From (Contractor): Globe Contractors, Inc.	Via (Engineer): Baxter & Woodman, Inc.
Contact: Jason Peters	Contact: Brad Hucke	Contact: Brett Bower
Project: 2022 Stormwater Utility Improvements	Address: N50 W23076 Betker Road Pewaukee, WI 53072	Address: 256 South Pine Street Burlington, WI 53105
Owner's Contract No.:	Contractor's Project No.: 1804-22	Engineer's Project No.: 220816.40

### Change Order Summary

Approved Change Orders				
Number	Additions	Deductions (Enter as Positive Number)		
CO#1		\$23,661.00		
TOTALS		\$23,661.00		
<b>NET CHANGE BY CHANGE ORDERS</b>		<b>-\$23,661.00</b>		

1. ORIGINAL CONTRACT PRICE .....	\$	168,338.00
2. Net change by Change Orders .....	\$	(23,661.00)
3. CURRENT CONTRACT PRICE (Line 1 + Line 2) .....	\$	144,677.00
4. TOTAL COMPLETED TO DATE (Column L Total on Progress Estimates) .....	\$	144,677.00
5. RETAINAGE:		
a. X _____ Work Completed .....	\$	
6. RETAINAGE REDUCTION TO DATE (Enter as Positive Number) ..	\$	
7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5a. + Line 6) .....	\$	144,677.00
8. LESS PREVIOUS PAYMENTS (Line 7 from Prior Application) .....	\$	137,443.15
9. AMOUNT DUE THIS APPLICATION .....	\$	7,233.85

**Contractor's Certification**

The undersigned Contractor certifies that to the best of its knowledge:

(1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment;

(2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner per Article 15 of the General Conditions; and

(3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Brad Hucke	Date: 5/31/2023
----------------	-----------------

Payment of: \$ 7,233.85  
(Line 9 or other - attach explanation of the other amount)

Recommended by: \_\_\_\_\_ (Date) \_\_\_\_\_ (Engineer)

Payment of: \$ 7,233.85  
(Line 9 or other - attach explanation of the other amount)

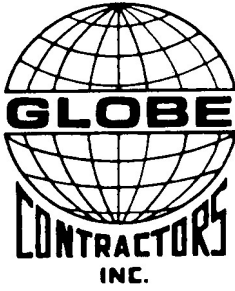
Approved by: \_\_\_\_\_ (Date) \_\_\_\_\_ (Owner)

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment No.**

**FINAL**

For (Project): 2022 Stormwater Utility Improvements						Application Date: 5/31/2023						
Application Period: Final Payment						Engineer's Project No.: 220816.40						
A	B	C	D	E	F	G	H	I	J	K	L	
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Work Completed Previously		Work Completed This Period		Total Work Completed to Date		
						Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	
1	MOBILIZATION	LS	1.00	\$3,000.00	\$ 3,000.00	1.00	\$ 3,000.00		\$ -	1.00	\$ 3,000.00	
2	CONSTRUCTION LAYOUT & STAKING	LS	1.00	\$3,500.00	\$ 3,500.00	1.00	\$ 3,500.00		\$ -	1.00	\$ 3,500.00	
3	ASPHALT DRIVEWAY REMOVAL	SY	130.00	\$10.00	\$ 1,300.00	118.00	\$ 1,180.00		\$ -	118.00	\$ 1,180.00	
4	CONCRETE DRIVEWAY REMOVAL	SY	18.00	\$20.00	\$ 360.00	18.00	\$ 360.00		\$ -	18.00	\$ 360.00	
5	HOT MIX ASPHALT DRIVEWAY	SY	148.00	\$75.00	\$ 11,100.00	136.00	\$ 10,200.00		\$ -	136.00	\$ 10,200.00	
6	CRUSHED LIMESTONE SHOULDER	LF	450.00	\$10.00	\$ 4,500.00		\$ -		\$ -		\$ -	
7	ABAN 12" CULVERT W/ FLOWABLE FILL & CAP	LS	1.00	\$2,500.00	\$ 2,500.00		\$ -		\$ -		\$ -	
8	12" CMP CULVERT REMV & REPL	LF	158.00	\$80.00	\$ 12,640.00		\$ -		\$ -		\$ -	
9	12" CMP REMOVAL	LF	60.00	\$20.00	\$ 1,200.00	218.00	\$ 4,360.00		\$ -	218.00	\$ 4,360.00	
10	12" HDPE STORM SEWER	LF	418.00	\$71.00	\$ 29,678.00	548.00	\$ 38,908.00		\$ -	548.00	\$ 38,908.00	
10A	18" HDPE STORM SEWER	LF	560.00	\$96.00	\$ 53,760.00	560.00	\$ 53,760.00		\$ -	560.00	\$ 53,760.00	
11	MEDIUM RIP RAP	CY	6.00	\$300.00	\$ 1,800.00	6.00	\$ 1,800.00		\$ -	6.00	\$ 1,800.00	
12	4" TO 12" PIPE CONNECTION	EA	2.00	\$500.00	\$ 1,000.00	6.00	\$ 3,000.00		\$ -	6.00	\$ 3,000.00	
13	12" INLET W/ GRATE	EA	4.00	\$1,600.00	\$ 6,400.00	4.00	\$ 6,400.00		\$ -	4.00	\$ 6,400.00	
14	REMV ABANDONED INLETS	EA	2.00	\$250.00	\$ 500.00	2.00	\$ 500.00		\$ -	2.00	\$ 500.00	
15	SILT FENCE	LF	430.00	\$3.00	\$ 1,290.00	60.00	\$ 180.00		\$ -	60.00	\$ 180.00	
15A	EROSION MAT	SY	370.00	\$3.00	\$ 1,110.00	143.00	\$ 429.00		\$ -	143.00	\$ 429.00	
15B	INLET PROTECTION	EA	3.00	\$100.00	\$ 300.00	3.00	\$ 300.00		\$ -	3.00	\$ 300.00	
15C	CONSTRUCTION ENTRANCE	EA	1.00	\$1,600.00	\$ 1,600.00	1.00	\$ 1,600.00		\$ -	1.00	\$ 1,600.00	
16	CLEARING & GRUBBING	LS	1.00	\$3,200.00	\$ 3,200.00	1.00	\$ 3,200.00		\$ -	1.00	\$ 3,200.00	
17	TREE REMOVAL	EA	6.00	\$2,600.00	\$ 15,600.00		\$ -		\$ -		\$ -	
18	RESTORATION OF LAWNS & PARKWAYS	LS	1.00	\$9,000.00	\$ 9,000.00	1.00	\$ 9,000.00		\$ -	1.00	\$ 9,000.00	
19	TRAFFIC CONTROL & PROTECTION	LS	1.00	\$3,000.00	\$ 3,000.00	1.00	\$ 3,000.00		\$ -	1.00	\$ 3,000.00	
<b>TOTAL BID ITEMS</b>						<b>\$ 165,338.00</b>		<b>\$ 144,677.00</b>		<b>\$ -</b>		<b>\$ 144,677.00</b>
<b>ADDITIONAL ITEMS</b>												
						\$ -	\$ -		\$ -		\$ -	
						\$ -	\$ -		\$ -		\$ -	
<b>TOTAL ADDITIONAL ITEMS</b>						<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
<b>TOTAL ALL ITEMS</b>						<b>\$ 165,338.00</b>		<b>\$ 144,677.00</b>		<b>\$ -</b>		<b>\$ 144,677.00</b>



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

May 24<sup>th</sup>, 2023

Mr. George Stoner, President  
Village President and Board Members  
Village of Somers  
7511 12th Street  
Somers, WI 53171

***Subject: Village of Somers – 2022 Stormwater Utility Improvements***

Dear President Stoner:

We, Globe Contractors, Inc., Contractor on the referenced Project, hereby guarantee that all work is in accordance with the Contract Documents and will not be defective. This warranty shall guarantee all work for a period of three years commencing March 1, 2023 and ending March 1, 2026. If within these guarantee periods or such longer period of time as may be prescribed by the Contract Documents, any work is found to be defective we will promptly without cost to Owner and in accordance with Owner's written instructions, either correct such defective work, or, if it has been rejected by Owner, remove it from the site and replace it with non-defective work.

Contact for warranty items:

Robert Olson, President  
Globe Contractors, Inc.  
N50W23076 Betker Road  
Pewaukee, WI 53072  
Ph: 262-246-0600  
bob@globecontractors.com

Sincerely,

GLOBE CONTRACTORS, INC.

C: Jason Peters, Administrator  
Brett Biber, Baxter & Woodman, Inc.



**MAINTENANCE  
BOND**

**Travelers Casualty and Surety Company of America  
Hartford, CT 06183**

Bond No.: 107639955-M

KNOWN ALL BY THESE PRESENTS: That we Globe Contractors, Inc.  
as Principal, and Travelers Casualty and Surety Company of America, a corporation  
organized and existing under the Laws of the State of Connecticut, Surety are held and firmly  
bound unto Village of Somers as Obligee, in the total sum of  
One Hundred Forty-Four Thousand Six Hundred Seventy-Seven and 00/100  
U.S. Dollars (\$144,677.00) for the payment whereof said Principal and Surety  
bind themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated July 12, 2022  
for 2022 Stormwater Utility Improvements for the Village of Somers, Kenosha County,  
Wisconsin - Enginee's Job No. 220816.40 ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal  
shall maintain and remedy said Work free from defects in materials and workmanship for a  
period of 3 year(s) following substantial completion of the Work (the "Maintenance  
Period"), then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one  
(1) year from the expiration date of the Maintenance Period; provided, however, that if this  
limitation is prohibited by any law controlling the construction hereof, such limitation shall be  
deemed to be amended so as to be equal to the minimum period of limitation permitted by  
such law, and said period of limitation shall be deemed to have accrued and shall commence  
to run on the expiration date of the Maintenance Period.

Signed this 25th day of May, 2023.

(Principal)

**Globe Contractors, Inc.**

By: 

Travelers Casualty and Surety Company of America

By: 

**Robert D. Grant**, Attorney-in-Fact



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

**POWER OF ATTORNEY**

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

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



State of Connecticut

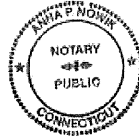
City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

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

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

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this 25th day of May, 2023



Kevin E. Hughes, Assistant Secretary

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



Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, CT 06183

**RIDER**

To be attached to and form part of Bond Number: 107639955-M

On behalf of: Globe Contractor, Inc. (PRINCIPAL)

and in favor of: Village of Somers (OBLIGEE)

executed by TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA (SURETY)

The Principal and Surety hereby consent to the following change to the above-referenced bond:

The Bond Amount shall be changed from: \$144,670.00

to: \$10,000.00

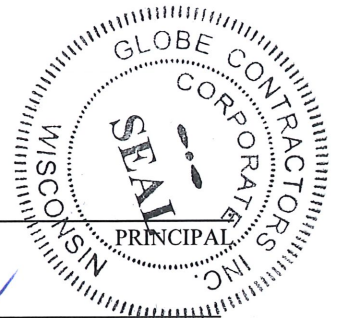
This rider is executed upon the express condition that the surety's liability under said bond shall not be cumulative and shall in no event exceed the amount specifically set forth in said bond or any existing certificate changing the amount of said bond. The referenced bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.

This Rider is effective May 25, 2023.

Signed, sealed and dated this 7th day of June, 2023.

Globe Contractors, Inc.

BY: [Signature]



TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

BY: [Signature]  
Robert Grant, ATTORNEY-IN-FACT



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

**POWER OF ATTORNEY**

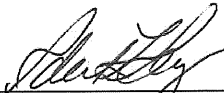
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and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

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



State of Connecticut

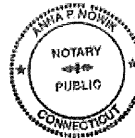
City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

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

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

My Commission expires the **30th** day of **June**, **2026**



  
 Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this **7th** day of **June**, **2023**



  
 Kevin E. Hughes, Assistant Secretary

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

# WAIVER OF LIEN

May 24th, 2023

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

for **Village of Somers**

owner,

by **Globe Contractors, Inc.**

contractor,

for **2022 Stormwater Utility Improvements**

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

**2022 Stormwater Utility Improvements**

for all labor performed and for all material furnished for the erection, construction, alteration, or repair of said building and appurtenances, except,...

Upon Receipt

**Globe Contractors, Inc.**



---

**Robert D. Olson, President**

# WAIVER OF LIEN

May 24th, 2023

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

for **Village of Somers**  
by **Ferguson Waterworks**

owner,  
supplier,

for **Pipe and Fittings**

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

## 2022 Stormwater Utility Improvements

for all labor performed and for all material furnished for the erection, construction, alteration, or repair of said building and appurtenances, except,...

Paid in Full

**Ferguson Waterworks**

 MAY 25, 2023  
Emily Gillespie, Credit Coordinator

# WAIVER OF LIEN

May 24, 2023

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

for **Village of Somers**  
by **Nielsen, Madsen + Barber**

owner,  
subcontractor,

for **Construction Staking and Layout**

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

## **2022 Stormwater Utility Improvements**

for all labor performed and for all material furnished for the erection, construction, alteration, or repair of said building and appurtenances, except,...

Paid in Full

**Nielsen, Madsen + Barber**



**Mark R. Madsen, P.E., P.L.S.**  
**President**

# WAIVER OF LIEN

May 24th, 2023

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

for **Village of Somers**  
by **Super Aggregates, Inc.**

owner,  
supplier,

for **Gravel and Stone Backfill**

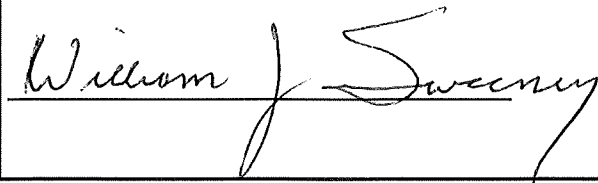
same being situated in Kenosha County, State of Wisconsin, described as

## **2022 Stormwater Utility Improvements**

for all labor performed and for all material furnished for the erection, construction, alteration, or repair of said building and appurtenances, except,...

Paid in Full

**Super Aggregates, Inc.**



William J. Sweeney

CONSENT OF SURETY  
TO FINAL PAYMENT

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

AIA DOCUMENT G707

Bond No. 107639955

PROJECT: 2022 Stormwater Utility Improvements for the Village of Somers, Kenosha County,  
Wisconsin - Engineers' Job No. 220816.40

TO (Owner

Village of Somers  
7511 12th Street  
Somers, WI 53171

CONTRACT NO: 220816.40  
CONTRACT DATE: July 12, 2022

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

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 Company)

Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, CT 06183

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

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

, CONTRACTOR,

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)

Village of Somers  
7511 12th Street  
Somers, WI 53171

, OWNER,

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

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its hand this

24th day of May 2023.

Travelers Casualty and Surety Company of America  
Surety Company

Brenda D. Hockberger  
Brenda D. Hockberger, Witness  
(Seal):

Signature of Authorized Represent  
Karena Almieda, Attorney-In-Fact



NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND



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

**POWER OF ATTORNEY**

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

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



State of Connecticut

City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

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

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

My Commission expires the **30th** day of **June**, **2026**



  
 Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this **24th** day of **May**, **2023**



  
 Kevin E. Hughes, Assistant Secretary

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



STATE OF ILLINOIS  
COUNTY OF COOK



I, Brenda D. Hockberger a Notary Public in and for said County, do

hereby certify that Karena Almieda Attorney -in-Fact, of the:

THE TRAVELERS INDEMNITY COMPANY  
TRAVELERS CASUALTY & SURETY COMPANY  
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA  
FARMINGTON CASUALTY COMPANY  
UNITED STATES FIDELITY AND GUARANTY COMPANY  
ST. PAUL FIRE AND MARINE INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.  
ST. PAUL GUARDIAN INSURANCE COMPANY  
ST. PAUL MERCURY INSURANCE COMPANY

Who is personally known to me to be the same person, whose name is subscribed to the foregoing, instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of:

THE TRAVELERS INDEMNITY COMPANY  
TRAVELERS CASUALTY & SURETY COMPANY  
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA  
FARMINGTON CASUALTY COMPANY  
UNITED STATES FIDELITY AND GUARANTY COMPANY  
ST. PAUL FIRE AND MARINE INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.  
ST. PAUL GUARDIAN INSURANCE COMPANY  
ST. PAUL MERCURY INSURANCE COMPANY

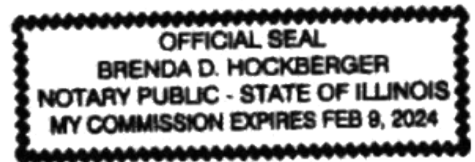
For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said

County, this 24th day of May A.D. 2023

*Brenda D. Hockberger*

Notary Public





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2022

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

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

<b>PRODUCER</b> R & R Insurance Services Inc N14 W23900 Stone Ridge Dr Waukesha WI 53188		<b>CONTACT NAME:</b> Deborah Madsen <b>PHONE (A/C No. Ext):</b> (262)574-7000 <b>FAX (A/C No):</b> (262)574-7080 <b>E-MAIL ADDRESS:</b> Debbie.Madsen@rrins.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> National Fire Ins Co of Hartford (CNA)	<b>NAIC #</b> 20478
		<b>INSURER B:</b> Continental Insurance Co (CNA)	35289
		<b>INSURER C:</b> Valley Forge Ins Co (CNA)	20508
		<b>INSURER D:</b> Continental Casualty Co (CNA)	20443
		<b>INSURER E:</b> Admiral Insurance Co	28456
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: CL22103133552

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			7011447451 CNA75079XX (AI/PNC) CNA74705XX (WOS)	11/17/2022	11/17/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			7011447465 CNA63359XX (AI/PNC/WOS)	11/17/2022	11/17/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7011447482 CNA75504XX (AI/PNC/WOS)	11/17/2022	11/17/2023	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			7011447479	11/17/2022	11/17/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Contractors Equipment			7011646824	11/17/2022	11/17/2023	Leased/Rented Equipment	500,000
E	Contractors Pollution Liab			FEI-ECC-26811-01	11/17/2022	11/17/2025	Each Occurrence/Aggregate	2,000,000

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

Installation coverage applies per policy 7011646824 with limit \$500k. RE: 2022 Stormwater Utility Improvements

Village of Somers and Baxter & Woodman, Inc. are included as additional insured on a primary and noncontributory basis in regards to General Liability, for ongoing and completed operations, Auto Liability, and Umbrella Liability per forms above when required by written contract. A 30 day notice of cancellation applies except for nonpayment of premium.

**CERTIFICATE HOLDER****CANCELLATION**

Village of Somers 7511 12th Street Somers, WI 53171	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Daniel Scheider/DM586 
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**VILLAGE OF SOMERS  
VILLAGE BOARD  
MEETING ITEM MEMORANDUM**

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**MEETING DATE:** June 13<sup>th</sup>, 2023

**TO:** Village President Stoner and Village Trustees

**PREPARED BY:** Jason J. Peters, Administrator

**AGENDA ITEM:** #22 Discussion and possible action on change order #1 from Payne & Dolan, Inc. in the amount of \$8,250 for work on the 2023 Roadway Improvements Program (Somers Estates)

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**BACKGROUND:**

On April 11<sup>th</sup>, the Village Board awarded the bid for the 2023 Roadway Improvements Program (Somers Estates) to Payne & Dolan in the amount of \$1,223,109.21. The Village has received a request for Change Order #1. The net increase to the contract would be \$8,250. The new contract price would move to \$1,231,359.21. The increase was due to settling driveways causing water to pool behind curbs and breaking up asphalt.

**PRIOR ACTION TAKEN:**

This matter has not been reviewed previously by the Board.

**SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:**

Engineer Biwer recommends approval of change order #1 from Payne & Dolan, Inc. in the amount of \$8,250 for work on the 2023 Roadway Improvements Program (Somers Estates). In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

*“Motion to approve change order #1 from Payne & Dolan, Inc. in the amount of \$8,250 for work on the 2023 Roadway Improvements Program (Somers Estates)”*

**ATTACHMENTS:**

Change Order #1 – Payne & Dolan, Inc.

CHANGE ORDER #1

**PROJECT:** Somers Estates Roadway Improvements

**DATE OF ISSUANCE:** June 8, 2023

**OWNER:** Village of Somers  
7511 12<sup>th</sup> St.  
Somers, WI 53171

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

**CONTRACTOR:** Payne & Dolan, Inc.  
1700 120<sup>th</sup> Avenue  
Kenosha, WI 53144

**ENGINEER's Project No.** 230308.60

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

**Description:** Remove and replace asphalt behind the curb on existing driveways that have significant settlement.

**Purpose of Change Order:** Driveway settlement is preventing water from entering the curblin causing water to pool behind the curb and break up the asphalt.

**Attachments:** Contractor's Change Order Proposal and driveway pictures with quantities.

**CHANGE IN CONTRACT PRICE:**

Original Contract Price: \$1,223,109.21

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

Current Contract Price: \$1,223,109.21

Net increase of this Change Order: \$8,250.00

Contract Price with this Change Order: \$1,231,359.21

**CHANGE IN CONTRACT TIME:**

Original Contract Time:  
Substantial Completion: September 1, 2023  
Completion: December 29, 2023

Change from previous Change Orders: None

Current Contract Time:  
Substantial Completion: September 1, 2023  
Completion: December 29, 2023

Net Increase of this Change Order: None

Contract Time with this Change Order:  
Substantial Completion: September 1, 2023  
Completion: December 29, 2023

**PREPARED BY:**  
BAXTER & WOODMAN, INC.

**APPROVED:**  
VILLAGE OF SOMERS, WI

**ACCEPTED:**  
PAYNE & DOLAN, INC.

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

By \_\_\_\_\_  
George Stoner  
Village President

By \_\_\_\_\_  
Todd B. Hughes  
Vice President

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## PROPOSAL

*SUBMITTED TO:*

Plan Holder

**DATE:** June 02<sup>nd</sup>, 2023

**PHONE:**

**FAX:**

**JOB NAME:** V/O Somers 2023 Road Program CO: 1

**JOB LOCATION:** Kenosha, WI

**PLAN DATE:** N/A

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*For furnishing the necessary labor, material and equipment to complete the following:*

### Base Proposal

#### Change Order #1

- 9 Driveways at ~108 SY
  - Sawcut behind curb at specified asphalt driveways.
  - Remove asphalt behind curb for driveways.
  - Ramp stone behind curb for driveways.
  - Unramp stone behind curb for driveways.
  - Grade stone behind curb for driveways.
  - Place 3" of 5LT 58-28S behind curb at asphaltic driveways.

**Change Order #1: \$8,250.00**

#### Job Specific Notes:

- Driveways that did not require asphalt or grading behind curb are not included in the price above. These were done at the standard unit price for the curb.

*If you have any questions on this proposal, please call me at the contact information listed above.*

*Thank you!*

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THIS PROPOSAL AND PAYNE & DOLAN, INC.'S OBLIGATION TO PROVIDE ANY LABOR, MATERIALS AND/OR EQUIPMENT HEREUNDER IS EXPRESSLY CONDITIONED UPON FEDERAL, STATE AND LOCAL REGULATIONS, RESTRICTIONS AND ORDERS PERTAINING TO THE COVID-19 PANDEMIC AND THE HEALTH, SAFETY AND WELFARE OF PAYNE & DOLAN, INC.'S EMPLOYEES. IF PAYNE & DOLAN, INC., IN ITS SOLE DISCRETION, IS UNABLE TO TIMELY AND/OR ADEQUATELY PROVIDE LABOR, MATERIALS, EQUIPMENT, AND/OR WORKFORCE TO FULFILL THIS PROPOSAL DUE TO THE COVID-19 PANDEMIC OR OTHER VIRUS OUTBREAKS, EPIDEMICS, AND PANDEMICS, THEN THIS PROPOSAL SHALL BE NULL AND VOID, PAYNE & DOLAN, INC. SHALL BE EXCUSED FROM ALL PERFORMANCE HEREUNDER, ANY AND ALL LIABILITY AGAINST PAYNE & DOLAN, INC. IS WAIVED, AND PAYNE & DOLAN, INC. SHALL BE ENTITLED TO REIMBURSEMENT OF ALL COSTS INCURRED AT THE TIME PERFORMANCE IS CEASED.

IF THIS PROPOSAL IS NOT ACCEPTED AND RETURNED WITHIN **10 DAYS** FROM THE DATE OF THIS PROPOSAL OR IF THE WORK IS NOT COMPLETED BY **OCTOBER 15, 2024**, PAYNE & DOLAN, INC. RESERVES THE RIGHT TO WITHDRAW THE PROPOSAL OR MODIFY THE TERMS OF THE PROPOSAL/CONTRACT.

PRIOR TO PAYNE & DOLAN, INC. BEGINNING WORK UNDER THIS CONTRACT, OWNER/CONTRACTOR SHALL PROVIDE EVIDENCE THAT THE FOLLOWING PAYMENT TERM IS MET OR PAID AND IS ACCEPTABLE TO PAYNE & DOLAN, INC. TO FULFILL THEIR OBLIGATIONS UNDER THIS CONTRACT: **CONTRACT PAYMENT SCHEDULE**

PLEASE CALL SARAH BALDRIDGE AT (262) 859-3251 TO GET APPROVAL ON YOUR PROPOSED PAYMENT SCHEDULE OR TO MAKE PAYMENT ARRANGEMENTS.

## PROPOSAL TERMS AND CONDITIONS

Work of Others: Prior to the commencement of the Work, the work of others shall be completed to such an extent that it will not in any way conflict or interfere with the Work. If Payne & Dolan, Inc. is directed to commence Work prior to the time such other work is completed, Owner/Contractor agrees to pay the costs of any extra mobilizations or reduced productivity attributable to Payne & Dolan, Inc. commencing any of the Work before any others have completed their work.

Duration: In order to meet any agreed upon completion date, Payne & Dolan, Inc. must receive a 10 day advance notice to proceed plus the total allowable number of working days required to complete the Work under normal conditions. Performance of the Work is contingent upon strikes, accidents or delays beyond Payne & Dolan, Inc.'s control.

Changed Conditions: Any changed condition of the job specifications involving extra costs will be performed only upon submission of a written change order, and Owner/Contractor will be required to pay to Payne & Dolan, Inc. an extra charge over and above the original contract price for performance of the requested change order.

Utilities: Payne & Dolan, Inc. will not be responsible for damage to any underground utilities or other hidden conditions if the Owner/Contractor fails to give Payne & Dolan, Inc. advance notice of their existence and location. Owner/Contractor agrees to indemnify and hold Payne & Dolan, Inc. harmless for any loss, expense or damage resulting from, arising out of, or in any way related to such condition.

Access: Physical access by heavy equipment and material delivery vehicles to the site that is the subject of this contract may result in physical damage to property including but not limited to existing pavement, landscape or structures. Payne & Dolan, Inc. will cooperate with the Owner/Contractor in finding alternative access solutions, but the Owner/Contractor does hereby release and hold harmless Payne & Dolan, Inc. from any claims for physical damage caused from access to the site. Owner/Contractor agrees that any physical damage to property caused by Payne & Dolan, Inc.'s heavy equipment and material delivery vehicles in the process of gaining access to the site, where no other access options have been made available, shall be the responsibility of the Owner/Contractor.

Restoration: Payne & Dolan, Inc. will not be responsible for any restoration of adjacent areas disturbed as a result of construction, including, but not limited to, stone shoulder, adjustment of drainage structures or landscaping that may need to be performed to allow for proper drainage of water from the surface of the new pavement unless otherwise agreed to in the scope of work.

Damage Waiver: Any claim for property damage is conclusively waived unless presented to Payne & Dolan, Inc. in writing within seven (7) calendar days of the occurrence.

Acceptance of Material/Labor: All materials and labor are conclusively accepted as satisfactory unless objected to in writing within seven (7) calendar days of performance.

Lien Law: "AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER (PAYNE & DOLAN, INC.) HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID."

Compliance with Laws: Owner/Contractor, at its sole expense, shall comply with and obtain all necessary licenses and permits under present and future laws, statutes, ordinances, rules, orders or regulations of any governmental body having jurisdiction over the site, the Work, or the Owner/Contractor shall bear the sole cost of any fines or penalties for failure to comply with or obtain the same and shall indemnify and hold Payne & Dolan, Inc. harmless for any fine, penalty or expense resulting from, arising out of, or in any way related to Owner/Contractor's violations under this paragraph.

Payment: Payne & Dolan, Inc. proposes to furnish material and labor - complete in accordance with above specifications and prices. Payne & Dolan, Inc. is entitled to final payment upon substantial completion of the "Work" required herein. Terms of payment shall be net on receipt of invoice. A 1.5% per month service charge shall be charged on all outstanding balances. Upon receipt of payment in full, Payne & Dolan, Inc. will provide a lien waiver required by Owner/Contractor.

Collection Costs: If any amount due under this contract is not paid when due, is referred to any attorney for collection (whether or not litigation is commenced), or if any legal advice, services or action shall be necessary, Owner/Contractor agrees to pay all attorney's fees, costs and expenses incurred by Payne & Dolan, Inc. in connection with collecting that amount.

Insurance/Indemnification: This Proposal is contingent upon the express agreement that indemnification, defense, additional insured status and waivers of subrogation, if required by the Owner/Contractor, shall be provided by Payne & Dolan, Inc., but only to the extent of Payne & Dolan, Inc.'s negligent acts or omissions in the performance of its work. Owner/Contractor to carry any necessary property insurance on the Work. Payne & Dolan, Inc.'s workers are fully covered by Workers' Compensation Insurance. Payne & Dolan, Inc. will meet insurance limits of liability by using a combination of primary insurance policies and umbrella/excess policies.

Warranty: All material is guaranteed to be as specified. All Work to be completed in a workmanlike manner according to standard practices. Payne & Dolan, Inc.'s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Payne & Dolan, Inc, its subcontractors or suppliers, improper or insufficient maintenance, improper operation, normal wear and tear under normal usage or excessive manipulation over the original design criteria. Payne & Dolan, Inc.'s warranty for material and workmanship is for the term of one year from Payne & Dolan, Inc.'s last substantial labor date and is in lieu of any other warranty or remedy required by law.

Site Drainage: Payne & Dolan, Inc. reserves the right to refuse to construct a pavement unless minimum grades of 1% are attainable for surface drainage. If the Owner/Contractor directs construction with less than a minimum grade of 1% or if the plans do not provide 1% drainage in all directions, it is understood and agreed that waterponding may occur and that no warranty will attach to the Work. Payne & Dolan, Inc. is not responsible for the redesigning of plan grades in order to establish a minimum of 1% drainage.

Subgrade/Aggregate Base: The Owner/Contractor is responsible to furnish Payne & Dolan, Inc. a suitable subgrade/aggregate base having the ability to support the maximum axle loads transmitted from the heaviest construction and/or vehicle traffic anticipated as not to cause any deformation to the subgrade/aggregate base. All subgrade must be rough graded by Owner/Contractor to within  $\pm 0.1'$  of the proposed plan subgrade elevations.

Heaving and Cracking: Heaving of asphalt pavements caused by, but not limited to, wet conditions, expansive soils and freeze-thaw cycles, is not the responsibility of Payne & Dolan, Inc. Cracking of asphalt pavements caused by, but not limited to, freeze-thaw cycles, excessive drying of expansive soils, clay soils and reflective cracking, is not the responsibility of Payne & Dolan, Inc.

Fine Grading of Aggregate Base by Payne & Dolan, Inc.: If Payne & Dolan, Inc. fine grades the surface to be paved, the Owner/Contractor shall furnish a surface rough graded to within  $\pm 0.1'$  of the proposed plan aggregate base course elevations.

Fine Grading of Aggregate Base by Others: If Owner/Contractor fine grades the surface to be paved, Payne & Dolan, Inc. may choose to request additional work to correct the surface to be paved for (but not limited to) stability, surface drainage, slope and elevation. Additional corrective work will be done at no cost to Payne & Dolan, Inc.

Resurfacing: When resurfacing concrete, brick or asphalt pavements, Payne & Dolan, Inc. is not responsible for the reproduction of cracks or expansion joints which may occur.

Exclusion of WDOT Specifications: If Wisconsin DOT Standard Specifications are being used, this proposal excludes the following: 450.3.2.1.1 and 450.3.2.1.2 Preparation and Paving Operations and Cold Weather Paving; Payne & Dolan, Inc. will provide the best quality pavement achievable based on all other required standard specifications.

450.3.2.9 Testing (Ride Quality): Payne & Dolan, Inc. will provide the best quality ride achievable based on all other required standard specifications.

455.2.2 and 455.2.3 Sampling and Testing (Asphaltic Materials): Payne & Dolan, Inc. will provide Owner/Contractor a Wisconsin approved mix design and all other material requirements per section 460. Payne & Dolan, Inc. will perform daily quality control mixture testing at Owner/Contractor's request.

460.2.8.2 Contractor Testing: Payne & Dolan, Inc. will provide Owner/Contractor a Wisconsin approved mix design and all other material requirements per section 460. Payne & Dolan, Inc. will perform daily quality control mixture testing at Owner/Contractor's request.

Incorporation: If any other agreement is entered into between the parties, the terms of this agreement shall be incorporated into any such agreement and shall supersede any conflicting terms contained therein.

Captions: The captions and headings at the beginning of each section of this Proposal are for convenience only and are to be given no weight in construing the provisions of this Agreement.

Authorized Signature: \_\_\_\_\_  
Raymond A. Postotnik, Agent

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**Acceptance of Proposal** - The above prices, specifications and terms and conditions are satisfactory and are hereby accepted. Payne & Dolan, Inc. is authorized by Owner/Contractor to do the Work as specified. Payment will be made to Payne & Dolan, Inc. by Owner/Contractor as outlined above. If separate bids or alternate bids are indicated, acknowledge acceptance by initialing those prices which you hereby accept.

Owner/Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Job Name: V/O Somers 2023 Road Program CO: 1

Date of Proposal: June 2<sup>nd</sup>, 2023



2305 11<sup>TH</sup> ST 2' x 7'  
1.6 SY ~ 2 SY



1107 27<sup>TH</sup> AVE 2' x 18'  
4 SY



2603 11<sup>TH</sup> ST 3.5' x 19'  
7.38 SY ~ 8 SY



2660 11<sup>TH</sup> PL  
38' x 2'  
8.44 SY ~ 9 SY



2613 11<sup>TH</sup> ST 19' x 1.5'  
3.16 SY ~ 4 SY



2520 11<sup>TH</sup> PL  
30' x 4.5'  
15 SY



2627 11<sup>TH</sup> ST 19' x 4.5'  
9.5 SY ~ 10 SY



2515 11<sup>TH</sup> PL  
28' x 6'  
18.66 SY ~ 19 SY



← 2515 11<sup>TH</sup> PL  
31' x 10.5'  
36.16 SY ~ 37 SY

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

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**MEETING DATE:** June 13<sup>th</sup>, 2023

**TO:** Village President Stoner and Village Trustees

**PREPARED BY:** Jason J. Peters, Administrator

**AGENDA ITEM:** #23 Discussion and possible action on Addendum to Sheriff's Contract in regards to humane officer services and animal control

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**BACKGROUND:**

Wisconsin State Statutes request that municipalities have a licensed humane officer to deal with animal control issues. The Village and many surrounding communities have been without a licensed control officer due Claws and Paws no longer being in business. The major animal control issues in our community deals with dogs on the loose. During this time the Village has used a representative from Public Works to transport dogs to Safe Harbor.

On March 3<sup>rd</sup>, Administrator Peters attended a meeting with representatives from the Town of Paris, Town of Wheatland, Town of Randall, Village of Bristol, Village of Paddock Lake, Sheriff's Office, and County Board to discuss animal control. We have all struggled to find a replacement for our animal control officer. The group discussed what steps we have taken to find a new humane officer. At time the Sheriff's office indicated they would be willing to offer the services of their licensed humane officer to our communities if a contract could be worked out.

Since March the communities above have worked with Captain Klinkhammer on this matter. In early June a draft of the proposed contract was provided to our communities. The above referenced Town received a full contract. The Villages named above received an addendum to their current contracts with the Sheriff's office. Administrator Peters, representatives for the municipalities above and Captain Klinkhammer met on June 7<sup>th</sup> to discuss the proposed contracts and the logistics of getting these into place.

Under the proposed contract the Village would be responsible for paying the hourly rate of their licensed humane officer. This rate is currently \$65.89 per hour. Under the contract would also be responsible to provide equipment that the additional equipment the officers may need. One of the positives of this arrangement is that there is no retainer amount. Claws and Paws retainer amount was \$275 per month or \$3,000 per year.

At our June 7<sup>th</sup> meeting the total estimated cost for the new equipment was \$2,000. The representatives at the meeting tentatively agreed to splitting this cost between the communities. The Village's cost would be estimated at \$333.

An additional positive of this relationship, based on our meeting of the June 8<sup>th</sup>, will be the invoices that the Sheriff will provide will make it easier to track down owners of the animals (when there is one) so that the Village can bill back for our time. This was traditionally a struggle with our last arrangement.

**PRIOR ACTION TAKEN:**

This matter has not been previously reviewed by the Board. Due to the importance of this matter, Administrator Peters is bringing this matter before the Board as soon as he received the proposed contract.

**SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:**

Administrator Peters would recommend approval of the proposed addendum to the Villages' contract with the Sheriff's department for animal control services. Each community has spent a lot of time and energy trying to find a replacement for Claws and Paws. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

*"Motion to approve action on Addendum to Sheriff's Contract in regards to humane officer services and animal control"*

**ATTACHMENTS:**

Proposed Addendum

**ADDENDUM A TO GENERAL LAW ENFORCEMENT SERVICES TO BE PROVIDED BY THE COUNTY OF  
KENOSHA, WISCONSIN TO THE VILLAGE OF SOMERS, WISCONSIN**

Kenosha County, Wisconsin and the Sheriff (hereafter referred to as the “Sheriff” and the “County”), and the Village of Somers (hereafter referred to as the “Village”), enter into an Agreement for General Law Enforcement services on an annual basis to provide general law enforcement services (the “Agreement”). This Agreement is now hereby expanded by this Addendum. This Addendum shall be considered an integral part of the Agreement and both parties agree to abide by the terms and conditions stated herein. Unless context clearly requires otherwise, all expressions and terms defined or used in the Agreement shall have the same meaning in this Addendum.

Further, this Addendum is intended to provide for additional services and is not intended to modify any language in the original Agreement. Unless explicitly set forth herein, all terms and conditions set forth in the Agreement shall remain effective and unchanged.

1. **Additional Law Enforcement Services.** The Village desires to purchase additional law enforcement services from the Sheriff and County relating to animal control services. Specifically, there is a need to, among other things, investigate animal cruelty complaints, animal attacks, and handle livestock and farm animal calls in the Village. There is also a need to capture and transport loose domesticated animals from within the limits of the Village to the Wisconsin Humane Society – Kenosha Campus (hereinafter “Kenosha Humane Society”) or other facility. The County has limited staff capable of handling these tasks and is willing to provide additional law enforcement services to the Village.

2. **Quantity, Responsiveness and Delivery of Regular Services.** If the Village needs animal control services, a request for such services shall be directed to dispatch. The Sheriff shall give prompt consideration to all requests of the Village regarding animal control services. Further, the Sheriff shall make every effort to comply with these requests if they are consistent with good law enforcement practices, but the Sheriff retains final authority to make any final decisions as to the manner in which services shall be rendered. When the Sheriff deems it necessary, he will provide a licensed humane officer to the Village to handle the animal control services as needed.

Village understands and agrees that the Sheriff’s ability to provide these services will be dependent on the availability of the licensed humane officer. In the event that the licensed humane officer is unavailable to work due to vacation, illness or other competing obligations or circumstances surrounding his or her employment with the County, the Sheriff and the County may not be allowed to provide these additional services when requested. The Village shall not be entitled to make any claims or request any damages against the Sheriff, the County or the licensed humane officer if he or she is unable to respond to a request for assistance. Further, the Village is not entitled to offset or reduce any of the fees due and owing under the terms of the Agreement.

When able, the licensed humane officer will respond to a request for animal control services within a reasonable amount of time and in a professional and courteous manner. The licensed humane officer shall have the discretion to determine how to respond to these calls for service including but not limited to if citations, quarantines or impoundment of animals is necessary. The licensed humane officer shall have the authority to determine if medical care of the animals is needed and what, if any, transportation and storage of the animals are needed. Kenosha Humane Society shall be used when possible for the storage of any animals. If a different facility is needed, the licensed humane officer shall

consult with the Village regarding other options and associated costs. The licensed humane officer shall have the final authority to determine what facility is appropriate based on the facts and circumstances confronted. The costs and fees incurred as a result of dealing with or caring for any animals located in the Village shall be borne by the Village. Further, once an animal is transported and taken to Kenosha Humane Society or other facility, it shall be the Village's responsibility to deal with the animal and arrange for other care, treatment and disposal.

If the licensed humane officer responds to a request for assistance from the Village, he or she will document all hours spent providing animal control services and the costs associated with providing these services. The Village will be charged on a quarterly basis for these fees. These services will be included in the monthly reports described in the Agreement.

In providing these services, the licensed humane officer shall enforce State Statutes, applicable County ordinances and ordinances of the Village. This includes but is not limited to those set forth in Chapter 173 of the Wisconsin Statutes.

3. **Fees and Costs.** The Village agrees to pay the County for all fees incurred in conjunction with these animal control services. This includes reimbursement for the hourly rate and any overtime pay of the licensed humane officer that responds to any request for services in addition to administrative costs outlined in the Agreement. The Village would also be responsible for paying for any time spent by the licensed humane officer in preparing an animal cruelty case for trial and any associated court or filing fees. The current hourly rate of the humane officer for the County is \$65.89, but this rate may change from time to time and will vary if different licensed humane officers respond to the calls for service.

The Village further agrees to be financially responsible for all costs involved with these services, including but not limited to the costs of transporting, treating, microchipping and storing animals from the Village and any and all costs incurred at the Kenosha Humane Society or other facility. Transportation costs include, but is not limited to, costs associated with transportation equipment, gasoline or mileage reimbursement. The Village further agrees to pay all costs associated with the care of the animals including the provisions of food and water to maintain the animal's health and any veterinary services or services for impounded animals. The Village also agrees to purchase any equipment needed for these animal control services, such as but not limited to, a microchip scanner.

The County will bill the Village for these animal control services on a quarterly basis and provide all relevant documentation. The Village shall pay for these services within thirty (30) days of receipt of County's billing and provide documentation or a ledger indicating what services are being reimbursed.

4. **Liability and Indemnification.** The Liability and Indemnification provisions in the Agreement shall be applicable to the animal control services being provided by the County and the Sheriff.

5. **Term.** This Addendum shall take effect on the date of execution provided below. It shall then have the same term as the underlying Agreement.

6. **Termination.** Either party may cancel this Addendum or the agreement for the County and the Sheriff to provide animal control services for any reason, and without incurring any penalties or

costs, upon thirty (30) day written notice to the other party. This right to terminate pertains solely to the animal control services and does not alter the termination rights in the Agreement.

7. **Non-Exclusivity.** Nothing in this Addendum shall preclude the Sheriff, the County or the Village from entering into similar agreements for similar services with any other party or municipality.

All other terms and conditions set forth in the Agreement shall remain effective and are incorporated herein by reference.

SHERIFF'S DEPARTMENT

By: \_\_\_\_\_  
David Zoerner, Sheriff

STATE OF WISCONSIN )  
 ) SS.  
COUNTY OF KENOSHA )

Personally, came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-named Kenosha County Sheriff, David Zoerner, to me known to be the person and officer who executed the foregoing instrument and acknowledged that he executed the same as the act and deed of the Sheriff's Department of Kenosha County and by his authority.

\_\_\_\_\_  
Michelina C. Battellini  
Notary Public, Kenosha County, Wisconsin  
My Commission Expires: \_\_\_\_\_.

KENOSHA COUNTY

By: \_\_\_\_\_  
Samantha Kerkman, County Executive

STATE OF WISCONSIN )  
 ) SS.  
COUNTY OF KENOSHA )

Personally, came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named County Executive, Samantha Kerkman, to me known to be the person and officer who executed the foregoing instrument and acknowledged that she executed the same as the act and deed of the Office of Executive of Kenosha County and by her authority.

\_\_\_\_\_  
Michelina C. Battellini  
Notary Public, Kenosha County, Wisconsin  
My Commission Expires: \_\_\_\_\_

VILLAGE OF SOMERS

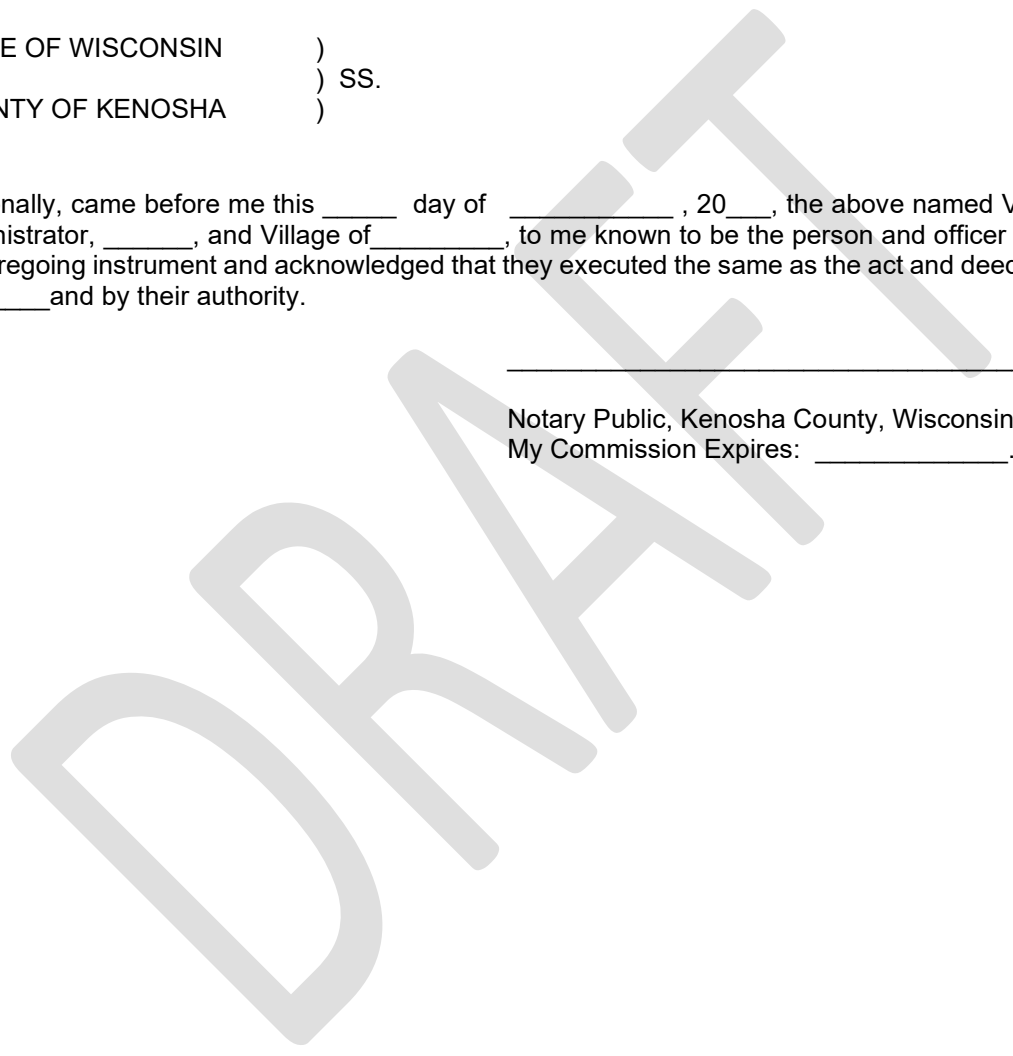
By: \_\_\_\_\_  
\_\_\_\_\_ Administrator

By: \_\_\_\_\_  
Marla McIntyre, Village Deputy Clerk/Treasurer

STATE OF WISCONSIN     )  
  ) SS.  
COUNTY OF KENOSHA    )

Personally, came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named Village \_\_\_\_\_ Administrator, \_\_\_\_\_, and Village of \_\_\_\_\_, to me known to be the person and officer who executed the foregoing instrument and acknowledged that they executed the same as the act and deed of the Village of \_\_\_\_\_ and by their authority.

\_\_\_\_\_  
Notary Public, Kenosha County, Wisconsin  
My Commission Expires: \_\_\_\_\_.





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

---

**MEETING DATE:** June 13<sup>th</sup>, 2023

**TO:** Village President Stoner and Village Trustees

**PREPARED BY:** Jason J. Peters, Administrator

**AGENDA ITEM:** #24 Action on proposed Ordinance No. 2023-020, An Ordinance to Repeal and Create Section 9.26 of the Code of Ordinances of the Village of Somers Regarding Excessive Police Calls to Assist with Retail Theft

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**BACKGROUND:**

In 2016, the Village passed an Excessive Police Calls Ordinance which created Section 9.26 of our Code of Ordinances. The original ordinance requires a business to pay a police service cost of \$500 for the following: each shoplifting call in excess of 20 within a calendar month; and/or each shoplifting call which does not result in the filing of a municipal citation by the business in excess of two within a calendar month. To date the Village has not enforced this ordinance, as the number of calls from individual businesses has not caused an extreme burden on our deputies.

In the past few months, the Village has noticed an increase in calls for service in regard to shoplifting. Each of these calls for service takes our deputies off the road for a minimum of one hour. This does not include the time for the deputy to write a report regarding each incident. Administration has been informed by our deputies that it is now a common practice for establishments to make a call for service for shoplifting and then hand our deputy several separate offences. This would lead to one “call” generating several citations.

Administrator Peters requested that Attorney Davison provide the Board with an updated Section 9.26 to make enforcement of this ordinance more workable for the Village. The updates to Section 9.26 can be summarized as follows:

- Changes the wording from shoplifting to retail theft due to the fact that our Code under Section 9.216 adopts in part Chapter 943 of the Wisconsin State Statutes. Section 943.50 uses the term retail theft as opposed to shoplifting. This will also avoid some confusion when the tickets are issued by our deputies;

- Updates the definition of a “call” to make clear that each separate incident would qualify as a call;
- Reduces the number of calls from 20 to 10; and
- Removes the requirement that Staff have to notify the business when they are approaching the threshold amount.

PRIOR ACTION TAKEN:

Proposed Ordinance No. 2023-020 was reviewed and discussed at our June 6<sup>th</sup> Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Staff would recommend the approval of proposed Ordinance No. 2023-020. 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. 2023-020”*

*“Motion to approve proposed Ordinance No. 2023-020, An Ordinance to Repeal and Create Section 9.26 of the Code of Ordinances of the Village of Somers Regarding Excessive Police Calls to Assist with Retail Theft”*

ATTACHMENTS:

Proposed Ordinance No. 2023-020

Summary of Calls for Service

ORDINANCE NO. 2023-020

AN ORDINANCE TO REPEAL AND RECREATE SECTION 9.26  
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS  
REGARDING EXCESSIVE POLICE CALLS TO ASSIST WITH RETAIL THEFT

---

The Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereby repeals and recreates Section 9.26 of the Code of Ordinances of the Village of Somers to read as follows:

**9.26 EXCESSIVE POLICE CALLS TO ASSIST WITH RETAIL THEFT.**

(A) **Purpose.** The purpose of this article is to provide administrative and civil remedies against businesses that permit, allow, or fail to prevent excessive calls for police services related to retail theft and businesses that habitually fail to file a criminal complaint against an alleged perpetrator after making a call for police service, all of which compromise the public health, safety and welfare of the Village.

(B) **Definitions.** As used herein, the following terms shall have the meanings indicated:

- (1) **Board.** Village Board of the Village of Somers.
- (2) **Business.** Any individual, sole proprietor, corporation, limited liability company and any other type of business entity which engages in business or commercial activities, including the sale of goods, within the Village.
- (3) **Calendar Month.** The period which begins on the first day of one of the months as named in the calendar and which ends on the last day of that same month as named in the calendar.
- (4) **Manager.** The individual or entity that is responsible for management of a business as defined herein.
- (5) **Owner.** The individual or entity which owns a business as defined herein.
- (6) **Police.** The Kenosha County Sheriff's Department.
- (7) **Police Service Cost.** The costs as established in Section (C) below.
- (8) **Police Service Cost Invoice.** The invoice to be produced pursuant to Section (D) below.

(9) **Retail Theft.** Theft of merchandise or goods from a business as defined herein.

(10) **Retail Theft Call.** A call made to the police by a representative of a business to report an incident, or suspected incident, of retail theft. For purposes of this ordinance, each citation issued shall be considered a separate retail theft call.

(11) **Retail Theft Incident.** A citation filed in Municipal Court or criminal charges filed in Circuit Court by a witness to a retail theft event alleging a retail theft event.

(12) **Village.** Village of Somers, Kenosha County, Wisconsin.

(C) **Cost Recovery Required for Excessive Retail Theft Calls.**

(1) Every owner and/or manager responsible for the management and regulation of a business is required to pay police service costs of Five Hundred (\$500.00) Dollars for:

(a) each retail theft call in excess of ten (10) within a calendar month; and/or

(b) each retail theft call which does not result in the filing of a municipal citation by the business in excess of two (2) within a calendar month.

(D) **Billing.** Police service costs due in accordance with this article shall be billed to the owner and/or manager with responsibility to manage the business by the Village through a police service cost invoice and shall be due and payable within thirty (30) days of such billing. Unpaid bills shall be placed on the property tax rolls as a special charge per §66.0627, Wis. Stats.

Dated at Somers, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

VILLAGE OF SOMERS

By: \_\_\_\_\_  
George Stoner, President

Attest: \_\_\_\_\_  
Brandi Baker, Clerk/Treasurer

Row Labels	Amoco - 22nd Ave	BB's Tavern	Beach Aire Motel	Bluebird Motel	Cortese Restaurant	Evergreen Motel	Foods - Somers	Hob Nob	Country Club	Kwik Trip - I94/S	Kwik Trip - Somers	Somers House	Sturino's	Walmart	White Brick Motel	11350 28TH ST	1147 SHERIDAN	1300 SHERIDAN	1335 SHERIDAN	1548 SHERIDAN	277 SHERIDAN	5800 31ST ST	6000 31ST ST	779 SHERIDAN	973 SHERIDAN	1548 STH 32	Grand Total	
911 Investigation		1	1	1	1	1	2	1		5		2		16	3		1		1						1		37	
Accident PD only							2	1		2				7		1											13	
Additional Patrol	2									21	36			9		6						12					86	
ALS Med-Delta						1					1				1												3	
ALS Med-Echo				1										1													2	
Animal At Large				1																							1	
Annoying/Obscene Communications											1																1	
Assist Citizen				1								1		3						1		1					7	
Assist Other Agency											1																1	
Bail Jumping				1																							1	
Barking Dog					1																						1	
Battery		1												1													2	
BLS Med							1				1			3													5	
BLS Med-Alpha														2	6										3		11	
BLS Med-Charlie														1													1	
BLS Med-Omega														1	1												2	
Chapter 51																								1			1	
Check Welfare			1	2						1	1		1	2	1		1					1			1		10	
Child Abuse/Neglect														2													2	
Civil Matter															1												1	
Disorderly Conduct		1	1	1		1	1							2			1								1		9	
Drive Off										5																	5	
Engine Run										1																	1	
Entry to Veh										1																	1	
Family Trouble							1																				1	
Fight				2																							2	
Fraud										1				2	1												4	
ILS Med-Bravo				1																							1	
ILS Med-Charlie							1			1					1										1		4	
Liquor Law Violation												2															2	
Lockout/Vehicle														1													1	
Loitering											1				2	1											1	
Mental Health																											3	
Missing Child				1																							1	
Narcotics														1													1	
Noise Complaint				1																							1	
Parking				1											2												3	
Private Property Tow															3												3	
Process				1										2	1	1											5	
Property															2												2	
Reckless/Intox Driver										1				2	1									1			5	
Restraining Order Violation				1							1																2	
Road Hazard									1																		1	
Road Rage														1													1	
Service		2										2															4	
<b>Shoplifting</b>														27														27
Special Assignment																								1			1	
Structure Fire							1																				1	
Suspicious							1			3	1			5								1					11	
<b>Theft</b>							16							51														67
Threats							1																				1	
Trouble Unknown				2							1				2												5	
Truck Run							1																				1	
TS	2		1	6	9		4	1	1	4	1	1		6	2	2		2	1		1	1	1	2	1	1	50	
Veh Theft				1										2													3	
Warrants								1																			1	
Weapons										1		1		2							1						5	
<b>Grand Total</b>	<b>4</b>	<b>5</b>	<b>4</b>	<b>25</b>	<b>11</b>	<b>4</b>	<b>31</b>	<b>4</b>	<b>2</b>	<b>47</b>	<b>46</b>	<b>9</b>	<b>1</b>	<b>159</b>	<b>22</b>	<b>10</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>15</b>	<b>3</b>	<b>4</b>	<b>7</b>	<b>1</b>	<b>425</b>	



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

---

**MEETING DATE:** June 13<sup>th</sup>, 2023

**TO:** Village President Stoner and Village Trustees

**PREPARED BY:** Jason J. Peters, Administrator

- AGENDA ITEM:**
- #25 Action on proposed Ordinance 2023-017, an Ordinance to Repeal and Recreate section 20.03 of the Code of Ordinances of the Village of Somers relating to statutory authority for recycling
  - #26 Action on proposed Ordinance 2023-018, an Ordinance to recreate section 20.09 of the code of Ordinances of the Village of Somers relating to effective date for recycling
  - #27 Action on proposed Ordinance 2023-019, an Ordinance to recreate section 20.10 of the Code of Ordinances of the Village of Somers relating to definitions for recycling

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**BACKGROUND:**

On May 23rd, Administrator Peters submitted the Village/Town Recycling Program Accomplishments and Actual Costs Annual report to the DNR. This prompted Administration to review our current ordinance relating to garbage and recycling. Based on this review, the attached proposed ordinances were drafted so that the Village is in conformance with the DNR's model ordinance.

**PRIOR ACTION TAKEN:**

These proposed ordinances were reviewed and discussed at our June 6<sup>th</sup> Work Session.

**SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:**

Staff recommends the approval of Ordinances 2023-017 through 2023-019. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

#25

*“Motion to waive first reading of Ordinance No. 2023-017”*

*“Motion to approve proposed Ordinance 2023-017, an Ordinance to Repeal and Recreate section 20.03 of the Code of Ordinances of the Village of Somers relating to statutory authority for recycling*

#26

*“Motion to waive first reading of Ordinance No. 2023-018”*

*“Motion to approve proposed Ordinance 2023-018, an Ordinance to recreate section 20.09 of the code of Ordinances of the Village of Somers relating to effective date for recycling”*

#27

*“Motion to waive first reading of Ordinance No. 2023-019”*

*“Motion to approve proposed Ordinance 2023-019, an Ordinance to recreate section 20.10 of the Code of Ordinances of the Village of Somers relating to definitions for recycling”*

ATTACHMENTS:

Proposed Ordinance 2023-017

Proposed Ordinance 2023-018

Proposed Ordinance 2023-019

ORDINANCE NO. 2023-017

AN ORDINANCE TO REPEAL AND RECREATE SECTION 20.03  
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS  
RELATING TO STATUTORY AUTHORITY FOR RECYCLING

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The Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereby repeals and recreates Section 20.03 of the Code of Ordinances of the Village of Somers to read as follows:

**20.03 STATUTORY AUTHORITY.**

This ordinance is adopted as authorized under §287.09(3)(b), Wis. Stats., and NR 544.06 of the Wisconsin Administrative Code.

Dated at Somers, Wisconsin, this \_\_\_\_ day of \_\_\_\_\_, 2023.

VILLAGE OF SOMERS

By: \_\_\_\_\_  
George Stoner, President

Attest: \_\_\_\_\_  
Brandi Baker, Clerk/Treasurer

ORDINANCE NO. 2023-018

AN ORDINANCE TO REPEAL AND RECREATE SECTION 20.09  
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS  
RELATING TO EFFECTIVE DATE FOR RECYCLING

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The Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereby repeals and recreates Section 20.09 of the Code of Ordinances of the Village of Somers to read as follows:

**20.09 EFFECTIVE DATE.**

The provisions of this ordinance shall take effect on July 14, 2015.

Dated at Somers, Wisconsin, this \_\_\_\_ day of \_\_\_\_\_, 2023.

VILLAGE OF SOMERS

By: \_\_\_\_\_  
George Stoner, President

Attest: \_\_\_\_\_  
Brandi Baker, Clerk/Treasurer

ORDINANCE NO. 2023-019

AN ORDINANCE TO REPEAL AND RECREATE SECTION 20.10  
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS  
RELATING TO DEFINITIONS FOR RECYCLING

---

The Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereby repeals and recreates Section 20.10 of the Code of Ordinances of the Village of Somers to read as follows:

**20.10 DEFINITIONS.**

For purposes of this ordinance:

(A) Bi-metal Container – A container for carbonated or malt beverages that is made primarily of a combination of steel and aluminum.

(B) Container Board – Corrugated paperboard used in the manufacture of shipping containers and related products.

(C) Contractor Yard Waste – Brush, wood, and all materials contained in the definition of “yard waste” contained in subsection (AA) herein, which is generated by the labor, work, or efforts of a person, firm, or corporation on behalf of or at the insistence and/or request of an owner or occupant of real estate, regardless of whether such person, firm or corporation performing such services is compensated for such efforts.

(D) Foam Polystyrene Packaging – Packaging made primarily from foam polystyrene that satisfies one of the following criteria:

(1) Is designed for serving food or beverages.

(2) Consists of loose particles intended to fill space and cushion the packaged articles in a shipping container.

(3) Consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.

(E) Glass Container – A glass bottle, jar or other packaging container used to contain a product that is the subject of a retail sale and does not include ceramic cups, dishes, ovenware, plate glass, safety and window glass, heat resistant glass such as pyrex, lead based glass such as crystal, or TV tubes.

- (F) HDPE – High density polyethylene, labeled by the SPI code #2.
- (G) LDPE – Low density polyethylene, labeled by the SPI code #4.
- (H) Magazines – Magazines and other materials printed on similar paper.
- (I) Major Appliance – A residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, furnace, boiler, dehumidifier, water heater or stove.
- (J) Multiple-family Dwelling – A property containing five (5) or more residential units, including those which are occupied seasonally.
- (K) Newspaper – A newspaper and other materials printed on newsprint.
- (L) Non-residential Facilities and Properties – Commercial, retail, industrial, institutional and governmental facilities and properties. This term does not include multiple family dwellings.
- (M) Office Paper – High grade printing and writing papers from offices in non-residential facilities and properties. Printed white ledger and computer printout are examples of office paper generally accepted as high grade. This term does not include industrial process waste.
- (N) Other Resins or Multiple Resins – Plastic resins labeled by the SPI code #7.
- (O) Person – Includes any individual, corporation, partnership, association, local governmental unit, as defined in §66.0131(1)(a), Wis. Stats., state agency or authority or federal agency.
- (P) PETE or PET – Polyethylene terephthalate, labeled by the SPI code #1.
- (Q) Plastic Container – An individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, that is originally used to contain a product that is the subject of a retail sale.
- (R) Postconsumer Waste – Solid waste other than solid waste generated in the production of goods, hazardous waste, as defined in §289.01(12), Wis. Stats., waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste, as defined in §289.01(17), Wis. Stats.
- (S) PP – Polypropylene, labeled by the SPI code #5.
- (T) PS – Polystyrene, labeled by the SPI code #6.
- (U) PVC – Polyvinyl chloride, labeled by the SPI code #3.
- (V) Recyclable Materials – Includes lead acid batteries; major appliances; waste oil;

yard waste; aluminum containers; corrugated paper or other container board; foam polystyrene packaging; glass containers; magazines; newspaper; office paper; rigid plastic containers, including those made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins; steel containers; waste tires; and bi-metal containers.

(W) Recycling Plan – A comprehensive binding program of recycling by an owner or occupant of real estate including, but not limited to, contracting with a licensed waste hauler to fulfill such program requirements.

(X) Solid Waste – Has the meaning specified in §289.01(33), Wis. Stats.

(Y) Solid Waste Facility – Has the meaning specified in §289.01(35), Wis. Stats.

(Z) Solid Waste Treatment – Any method, technique or process which is designed to change the physical, chemical or biological character or composition of solid waste. "Treatment" includes incineration.

(AA) Waste Tire – A tire that is no longer suitable for its original purpose because of wear, damage or defect.

(BB) Yard Waste – Leaves, grass clippings, yard and garden debris and brush, including clean woody vegetative material no greater than six (6") inches in diameter. This term does not include stumps, roots or shrubs with intact root balls.

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:** June 13<sup>th</sup>, 2023

**TO:** Village President Stoner and Village Trustees

**PREPARED BY:** Jason J. Peters, Administrator

**AGENDA ITEM:** #28 Action on proposed Resolution No. 2023-010, A Resolution Designating Official Authorized to Declare Official Intent Under Reimbursement Bond Regulations

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**BACKGROUND:**

On May 16<sup>th</sup>, the Board reviewed several options for our potential borrowing and the effect these would have on the Village's Debt Levy. Jon Cameron provided two options for possible reimbursement resolutions to be passed so that the Village may reimburse itself for any funds that have been expended before the proceeds of a sale are received.

**PRIOR ACTION TAKEN:**

The Board reviewed the two options laid out in Mr. Cameron's memorandum at our June 6<sup>th</sup> Work Session. The general consensus was to bring forth the resolution which designates staff positions responsible for tracking expenditures for reimbursement for any capital projects going forward. The official named in the proposed Resolution is Resolution is Clerk/Treasurer Baker.

**SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:**

Staff would recommend the approval of Resolution No. 2023-010, A Resolution Designating Official Authorized to Declare Official Intent Under Reimbursement Bond Regulations. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

*“Motion to proposed Resolution No. 2023-010, A Resolution Designating Official Authorized to Declare Official Intent Under Reimbursement Bond Regulations”*

**ATTACHMENTS:**

Memorandum from Ehlers

Proposed Resolution 2023-010 (Designating Staff)

# Memo

**To:** Village of Somers, WI  
**From:** Jon Cameron, Ehlers  
**Date:** May 16, 2023  
**Subject:** Reimbursement Resolution

Reimbursement resolutions are adopted to allow municipalities that pay capital costs with available cash to reimburse those expenditures when tax-exempt bonds are issued. **Adopting a reimbursement resolution is not a final commitment to borrowing funds.** Separate approval is required to issue tax-exempt debt. For purposes of reimbursement, there are two types of expenditures: capital and preliminary.

## Reimbursement of capital costs

Capital costs are generally defined as the actual construction costs incurred, such as expenditures to install or repair public infrastructure. To reimburse capital expenditures the tax-exempt bonds must be issued not later than 18 months after the later date of:

- The date on which the expenditure is made, or
- The date the financed project is placed in service or abandoned, but in no event later than 3 years after the expenditure is made.

If a community issues \$5,000,000 or less of tax-exempt bonds during the calendar year a 3 year reimbursement period applies instead of 18 months for capital costs. This reimbursement period applies to capital costs only.

## Reimbursement of preliminary expenditures

Preliminary expenditures are generally defined as engineering, planning, surveying, soil testing, or similar costs incurred prior to the commencement of construction.

Preliminary costs do not include land acquisition or site preparation.

The reimbursement period for capital costs **does not** apply to preliminary expenditures. Reimbursement of preliminary expenditures cannot exceed 20% of the issue price of the tax-exempt bonds.

## What happens if a reimbursement resolution is not adopted?

If an issuer does not adopt a reimbursement resolution and decides to issue tax-exempt debt for a project, capital expenditures made 60 days prior to the adoption of a resolution authorizing the issuance of bonds can be reimbursed with proceeds from the tax-exempt issue.

For example, if a reimbursement resolution is not adopted, but a resolution authorizing the sale of bonds occurs on June 1, 2023, the issuer can reimburse capital costs incurred 60 days prior to June 1, 2023. This reimbursement period is not applicable to preliminary expenditures.

## Reimbursement Resolutions

There are two sample reimbursement resolutions that have been provided. Both include the required content. A reimbursement resolution can be project specific (such as a reference specifically to a particular project). As an alternative, the Common Council can designate staff positions responsible for tracking expenditures for reimbursement for any capital projects going forward. Village staff then fills out the Declaration of Official Intent attached to the Resolution. By designating staff positions to handle this responsibility, the Village does not need to adopt a reimbursement resolution for every capital project and it ensures the appropriate authority is in place. Either form of resolution is acceptable – the Village can choose which option best fits its needs.

## Recommendation

Ehlers recommends the Village adopt one of the reimbursement resolutions. It will allow the Village to reimburse itself for expenditures if tax-exempt debt is issued. Not adopting a reimbursement resolution only restricts the Village's ability to reimburse itself if tax-exempt debt is issued. The reimbursement resolution is not committing the Village to issuing tax-exempt debt – it just confirms the Village has a reasonable intent to do so. If tax-exempt debt is not issued, costs will remain paid from cash on hand if incurred.

RESOLUTION NO. 2023-010

RESOLUTION DESIGNATING OFFICIALS  
AUTHORIZED TO DECLARE OFFICIAL INTENT UNDER  
REIMBURSEMENT BOND REGULATIONS

WHEREAS, the Department of the Treasury has issued final regulations (Treas. Reg. Section 1.150-2) (the "Reimbursement Bond Regulations") that, for the purpose of determining whether interest on certain obligations of a state or local government is excluded from gross income for federal income tax purposes, permit the use of the proceeds of tax-exempt obligations to reimburse capital expenditures made prior to the date such obligations are issued only if the state or local government, within 60 days of the date of expenditure, declares its official intent to reimburse the expenditure with proceeds of a borrowing;

WHEREAS, the Reimbursement Bond Regulations require that if a current expenditure is to be permanently financed by a later issue of tax-exempt obligations a state or local government must declare its intention to reimburse itself for the expenditure from proceeds of a borrowing within 60 days from when the expenditure is made (the "Declaration of Official Intent");

WHEREAS, the Reimbursement Bond Regulations permit a state or local government to designate an official or employee to make Declarations of Official Intent on its behalf;

WHEREAS, the Board of Trustees (the "Governing Body") of the Village of Somers, Wisconsin (the "Issuer") deems it to be necessary, desirable and in the best interest of the Issuer to authorize an official (or officials) or employee (or employees) of the Issuer to make a Declaration of Official Intent on its behalf when the Issuer reasonably expects to reimburse itself from the proceeds of a borrowing for certain expenditures for a specific property, project or program which it pays from other funds prior to the receipt of the proceeds of the borrowing with respect to such expenditures;

WHEREAS, the Governing Body hereby finds and determines that designating an official (or officials) or employee (or employees) with the authority to make Declarations of Official Intent will facilitate compliance with the Reimbursement Bond Regulations.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Issuer, pursuant to Treas. Reg. Section 1.150-2(e)(1), that:

Section 1. Authorization to Declare Official Intent. The following officials or employees of the Issuer are hereby authorized and designated to make Declarations of Official Intent pursuant to the above-referenced Reimbursement Bond Regulations: Village of Somers, Wisconsin Clerk/Treasurer.

Section 2. Form of Declaration. Any such Declaration of Official Intent shall be made in substantially the form attached hereto.

Section 3. Public Availability. Any Declaration of Official Intent shall be maintained in the files of the Issuer and shall be made available for public inspection in compliance with applicable State law governing the availability of records of official acts of the Governing Body including Subchapter II of Chapter 19, Wisconsin Statutes (the "Public Records Law").

Section 4. Further Authorizations. The officials or employees authorized and designated above are each hereby further authorized to take such other actions as may be necessary or desirable to comply or evidence compliance with the Reimbursement Bond Regulations.

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption and approval.

Adopted, recorded and approved this 13<sup>th</sup> day of June, 2023.

VILLAGE OF SOMERS

By:

\_\_\_\_\_  
George Stoner, President

ATTEST:

\_\_\_\_\_  
Brandi Baker, Clerk/Treasurer

(SEAL)

NO. \_\_\_\_\_

### DECLARATION OF OFFICIAL INTENT

This is a Declaration of Official Intent of the Village of Somers, Wisconsin (the "Issuer") to reimburse an expenditure with proceeds of a borrowing or borrowings authorized by the Issuer. This Declaration is made under and pursuant to Treas. Reg. Section 1.150-2. The undersigned has been designated as an official or employee authorized by the Issuer to make this Declaration of Official Intent pursuant to a Resolution adopted on June 13<sup>th</sup>, 2023. This Declaration of Official Intent is a public record maintained in the files of the Issuer and is available for public inspection pursuant to Subchapter II of Chapter 19, Wisconsin Statutes.

The undersigned hereby declares that it is the reasonable expectation of the Issuer to use proceeds of a borrowing or borrowings to be incurred by the Issuer to reimburse expenditures for the property, project or program or from the fund(s)/account(s) described below:

1. Project\* description: \_\_\_\_\_

\_\_\_\_\_  
(Provide a general functional description of the property, project or program for which the expenditure to be reimbursed is paid, e.g. "\_\_\_ building program", "highway capital improvement program", "hospital equipment acquisition", "combined utility improvement program", etc.)

OR

2. Identify fund(s)/account(s): \_\_\_\_\_

\_\_\_\_\_  
(Provide a general functional description of the purpose of the fund or account from which the expenditure to be reimbursed is paid, e.g. "construction fund program" and "parks and recreation fund" and "highway fund".)

The maximum principal amount of the borrowing or borrowings to be incurred to reimburse expenditures for the above-described purposes is reasonably expected, on the date hereof, to be \$\_\_\_\_\_.

The Issuer intends to reimburse itself from borrowed funds within eighteen (18) months, (3 years if the Issuer is a "small issuer") after the later of (a) the date the expenditure is paid or (b) the date the facility is placed in service, but in no event more than 3 years after the expenditure is paid.

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\* Each of the expenditures described must be one of the following: a capital expenditure (i.e. any cost which is properly chargeable to a capital account or would be so chargeable with a proper election), a cost of issuance for a bond, an expenditure relating to certain extraordinary working capital items, a grant, a qualified student loan, a qualified mortgage loan, or a qualified veterans' mortgage loan.

No money from sources other than the anticipated borrowing or borrowings is, or is reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Issuer with respect to the expenditure, pursuant to the budgetary and financial circumstances of the Issuer as of the date of this Declaration.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By:

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Title: Brandi Baker, Clerk/Treasurer



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

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**MEETING DATE:** June 13, 2023

**TO:** Village President Stoner and Village Trustees

**PREPARED BY:** Brandi Baker, Clerk/Treasurer

**AGENDA ITEM:** #29 Action on recommendation to approve operator licenses

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**BACKGROUND:**

Taylor Wilson, Maria Torres, Jeremy Haag, Timothy Leveque, Haley Maxeiner, and Ebony Wilson applied for an operator’s license for the Village of Somers. No discrepancies with application.

**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: Taylor Wilson, Maria Torres, Jeremy Haag, Timothy Leveque, Haley Maxeiner, and Ebony Wilson applications, a suggested motion would be as follows:

*“Motion to approve Operator Licenses: Taylor Wilson, Maria Torres, Jeremy Haag, Timothy Leveque, Haley Maxeiner, and Ebony Wilson.”*

**ATTACHMENTS:**

NONE