

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

**Village Board Meeting  
Agenda  
Tuesday, August 8, 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 July 25, 2023, Vouchers dated July 27, 2023, and August 3, 2023. Investments Summary for June 2023. May 2023 and June 2023 Building Reports
4	Correspondence:
5	Citizens Comments
6	President and Trustee Comments
7	Public Hearing on Application for “Class B” Liquor License for Petrifying Springs Biergarten
8	Action on Application for “Class B” Liquor License for Petrifying Springs Biergarten
9	Action on Resolution 2023-012, A Resolution Authorizing the Issuance and Sale of \$3,480,000 General Obligation Promissory Notes, Series 2023A
10	Action on Application for Transfer of Agent for Skogen’s Foodline, INC dba Festival Foods. Located at 6000 31st Street Kenosha, Wisconsin 53144
11	Action on application for Special Event Permit and Class “B” (Picnic) Beer and Wine License from The Friends of Hawthorn Hollow for their Pike River Concert Series on August 18, 2023, and September 9, 2023. Located at 880 Green Bay Road, Kenosha, Wisconsin 53144, and requests to waive all associated fees.
12	Discussion and possible action on request for partial payment #1 from Payne and Dolan in the amount of \$983,998.19 for work on the 2023 Roadway Improvements Program (Somers Estates)
13	Discussion and possible action on change order #5 from Musson Brothers Incorporated for Sheridan Road Sanitary Sewer Rehab

14	Approval of Operator’s Licenses: Nicole Eisenbraun, Katherine Bolander, and Ian Bischoff
15	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the August 8, 2023, Village Board Meeting & Agenda in 1 public place & on the Village website.

Dated this 4<sup>th</sup> day of August 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 July 25, 2023**

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

President Stoner led the Pledge of Allegiance.

Present: President Stoner, Trustees Ben Harbach, Joe Smith, Karl Ostby Trustee, Scott Fredrick, and Jackie Nelson. Trustee Jack Aupperle 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 July 11, 2023, Vouchers dated July 13, 2023, and July 20, 2023, June 2023 ACH Payments**

Trustee Harbach moved to approve the Minutes of Regular meetings on July 11, 2023, Vouchers dated July 13, 2023, and July 20, 2023, June 2023 ACH Payments

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

**Correspondence**

None

**Citizen Comments**

None

**President and Trustee Comments**

Trustee Harbach thanked the Board and Staff for the support on the July 4<sup>th</sup> parade.

**Plan Commission Recommendations (Rothwell):**

- a. Action on request by: Douglas Rothwell, 816 100th Ave., Kenosha, WI 53144 (Owner), for rezoning from A-1 Agricultural Preservation Dist. to A-2 General Agricultural Dist., on Tax Parcel #82-4-222-082-0200, located in the NW ¼ of Section 8, T2N, R22E, Village of Somers.**

Trustee Nelson moved to approve request by Douglas Rothwell, 816 100th Ave., Kenosha, WI 53144 (Owner), for a rezoning from A-1 Agricultural Preservation Dist. to A-2 General Agricultural Dist., on Tax Parcel #82-4-222-082-0200, located in the NW ¼ of Section 8, T2N, R22E, Village of Somers., subject to the following conditions:

1. Execution of a Development Agreement between the Village of Somers and Douglas Rothwell.

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

- b. Action on request by Douglas Rothwell, 816 100th Ave, Kenosha, WI 53144 (Owner), for approval of a Certified Survey Map (dated February 21, 2023 and prepared by Mark R. Madsen of Nielsen Madsen & Barber) to create one (1) 10.000-acre Lot and one (1) 25.548-acre Lot on Tax Parcel #82-4-222-082-0200, located in the NW ¼ of Section 8, T2N, R22E, Village of Somers.**

Trustee Nelson moved to approve the request by Douglas Rothwell, 816 100th Ave, Kenosha, WI 53144 (Owner), for approval of a Certified Survey Map (dated February 21, 2023 and prepared by Mark R. Madsen of Nielsen Madsen & Barber) to create one (1) 10.000-acre Lot and one (1) 25.548-acre Lot on Tax Parcel #82-4-222-082-0200, located in the NW ¼ of Section 8, T2N, R22E, Village of Somers., subject to the following conditions:

1. Execution of a Development Agreement between the Village of Somers and Douglas Rothwell.

Seconded by Trustee Fredrick. Motion carried 6-0 vote

- c. Action on proposed Development Agreement between the Village of Somers and Douglas Rothwell**

Trustee Ostby moved to approve proposed Development Agreement between the Village of Somers and Douglas Rothwell.

Seconded by Trustee Nelson. Motion carried 6-0 vote

**Action to authorize Village President to execute Tower/Lease Agreement between Village of Somers and Cellco Partnership d/b/a Verizon Wireless for tower located at the Village/Town Hall**

Trustee Ostby moved to authorize Village President to execute Tower/Lease Agreement between Village of Somers and Cellco Partnership d/b/a Verizon Wireless for tower located at the Village/Town Hall

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

President Stoner inquired on the amount.

Administrator Peters explained the price, increase, and length of the term.

**Action on Chief Andersen's request to create a Somers Fire & Rescue Social Media Page**

Trustee Smith moved to Action on Chief Andersen's request to create a Somers Fire & Rescue Social Media Page

Seconded by Trustee Fredrick.

Trustee Nelson moved to amend the motion subject to include the following conditions:

1. Village Administrator will be given a valid username and password on any Village Social Media Account.
2. Fire Chief will create a written Social Media policy. Policy will be given to trustees and. village Adm for information purposes.
3. Village Board has the right to terminate any Village Social Media Account due to violation of Social Media Policy and/or at the recommendation and advice of the Village legal counsel.

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

Trustee Ostby moved to approve Chief Andersen's request to create a Somers Fire & Rescue Social Media Page subject to the following conditions:

1. Village Administrator will be given a valid username and password on any Village Social Media Account.
2. Fire Chief will create a written Social Media policy. Policy will be given to trustees and. village Adm for information purposes.
3. Village Board has the right to terminate any Village Social Media Account due to violation of Social Media Policy and/or at the recommendation and advice of the Village legal counsel.

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

**Action on proposed Accounting Manager Employment Agreement with Tanya Ealy, term ending December 31, 2026**

Trustee Ostby moved to approve proposed Accounting Manager Employment Agreement with Tanya Ealy, term ending December 31, 2026

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

**Action on proposed Ordinance No. 2023-023, An Ordinance to Repeal and Recreate Section 12.11(F) of the Code of Ordinances of the Village of Somers Relating to Landfill and Excavating Permits.**

Trustee Ostby moved to waive first reading of Ordinance No 2023-023.

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

Trustee Ostby moved to approve proposed Ordinance 2023-023, an Ordinance to repeal and recreate Section 12.11(F) of the code of ordinances of the Village of Somers relating to landfill and excavating permits

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

**Action on proposed Ordinance No. 2023-024, An Ordinance to Repeal and Recreate Section 14.15(G) of the Code of Ordinances of the Village of Somers Relating to Swimming Pool Fences.**

Trustee Ostby moved to waive first reading of Ordinance No 2023-024.

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

Trustee Nelson moved to approve proposed Ordinance No. 2023-024, An Ordinance to Repeal and Recreate Section 14.15(G) of the Code of Ordinances of the Village of Somers.

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

**Action on proposed Ordinance No. 2023-025, An Ordinance to Repeal and Recreate Section ZN 3.09(7)(b) of the Code of Ordinances of the Village of Somers.**

Trustee Ostby moved to waive first reading of Ordinance No 2023-025.

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

Trustee Ostby moved approve proposed Ordinance 2023-025, an Ordinance to repeal and recreate Section ZN 3.09(7)(b) of the Code of Ordinances of the Village of Somers

Seconded by Trustee Nelson. Motion carried 6-0 vote

**Action on proposed Ordinance No. 2023-026, An Ordinance to Repeal and Recreate Section 25.04 of the Code of Ordinances of the Village of Somers Relating to Penalty Provisions.**

Trustee Ostby moved to waive first reading of Ordinance No 2023-026.

Seconded by Trustee Nelson. Motion carried 6-0 vote

Trustee Ostby moved to approve proposed Ordinance No. 2023-026, An Ordinance to Repeal and Recreate Section 25.04 of the Code of Ordinances of the Village of Somers Relating to Penalty Provisions

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

**Action on application for Class “B” (Picnic) Beer License from Kenosha Shrine Club for events, August 12-August 13, 2023 from 10 a.m. until 5 p.m. each day. Events to be held at Jerry Smith Farm, 7150 18th Street, and a request to waive fees**

Trustee Harbach moved to approve application for Class “B” (Picnic) Beer License from Kenosha Shrine Club for events, August 12-August 13, 2023 from 10 a.m. until 5 p.m. each day. Events to be held at Jerry Smith Farm, 7150 18th Street, and a request to waive fees

Seconded by Trustee Ostby. Motion carried 5-0 vote Trustee Smith abstained from vote.

**Approval of Operator's Licenses: None**

**Adjourn**

Trustee Harbach moved to Adjourn at 5:47 pm.

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

Drafted this 26<sup>th</sup> day of July by Brandi Baker Clerk/Treasurer

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

07/27/2023 02:24 PM  
User: HKRUK  
DB: Somers

CHECK REGISTER FOR VILLAGE OF SOMERS  
CHECK DATE FROM 07/27/2023 - 07/27/2023

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
07/27/2023	POOL	166(E)	KWIKTRIP	KWIK TRIP INC	5,971.72
07/27/2023	POOL	62088	BTM001	BOUND TREE MEDICAL LLC	1,046.64
07/27/2023	POOL	62089	SPECTRUM	CHARTER COMMUNICATIONS	344.15
07/27/2023	POOL	62090	SPECTRUM	CHARTER COMMUNICATIONS	24.12
07/27/2023	POOL	62091	EAGLE	EAGLE ENGRAVING, INC.	103.15
07/27/2023	POOL	62092	UHS001	FROEDTERT SOUTH INC	22.35
07/27/2023	POOL	62093	GEAR	GEAR WASH, LLC	191.50
07/27/2023	POOL	62094	JOHNS	JOHNS DISPOSAL SERVICE INC	62,811.90
07/27/2023	POOL	62095	KEN003	KENOSHA CO HWY DIVISION	456.43
07/27/2023	POOL	62096	MLBULB	MILWAUKEE LIGHT BULB	269.90
07/27/2023	POOL	62097	NAP001	NAPA AUTO PARTS	196.88
07/27/2023	POOL	62098	SEYMOUR	SCOTT SEYMOUR	23.20
07/27/2023	POOL	62099	WEE001	WE ENERGIES	17.70
07/27/2023	POOL	62100	WDR001	WI DEPT OF REVENUE	10.00
07/27/2023	POOL	62101	WISCTF	WI SCTF	195.00

POOL TOTALS:

Total of 15 Checks:	71,684.64
Less 0 Void Checks:	0.00
Total of 15 Disbursements:	71,684.64

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
08/03/2023	POOL	62102	AIR001	AIRGAS USA, LLC	268.37
08/03/2023	POOL	62103	BRUM	ANN BRUMBACK	52.46
08/03/2023	POOL	62104	APPLE	APPLE INC	3,494.00
08/03/2023	POOL	62105	AAC001	ASSOCIATED APPRAISAL	2,687.60
08/03/2023	POOL	62106	AT&T001	AT&T	115.44
08/03/2023	POOL	62107	AT&T001	AT&T	264.72
08/03/2023	POOL	62108	BTM001	BOUND TREE MEDICAL LLC	5,860.63
08/03/2023	POOL	62109	BAKER	BRANDI BAKER	150.00
08/03/2023	POOL	62110	BS&A	BS&A SOFTWARE	9,320.00
08/03/2023	POOL	62111	CDWGOV	CDW GOVERNMENT	10,152.90
08/03/2023	POOL	62112	CORE	CORE & MAIN LP	4,510.00
08/03/2023	POOL	62113	DAV001	DAVISON LAW OFFICE, LTD	7,505.00
08/03/2023	POOL	62114	TRI-VISA	ELAN FINANCIAL SERVICES	1,156.19
08/03/2023	POOL	62115	EMERGENC	EMERGENCY SERVICES MARKETING CORP	660.00
08/03/2023	POOL	62116	GAT001	GATEWAY TECHNICAL COLLEGE	64.86
08/03/2023	POOL	62117	STO001	GEORGE STONER	319.03
08/03/2023	POOL	62118	JCLICHT	JC LICHT LLC	40.47
08/03/2023	POOL	62119	JEF001	JEFFERSON FIRE & SAFETY INC	628.00
08/03/2023	POOL	62120	SOR001	JOHN E SORENSEN	61.78
08/03/2023	POOL	62121	KARP	KARP & IANCU SC	1,114.75
08/03/2023	POOL	62122	KEN002	KENOSHA COUNTY TREASURER	1,060.00
08/03/2023	POOL	62123	KWU001	KENOSHA WATER UTILITY	62,594.29
08/03/2023	POOL	62124	KWU002	KENOSHA WATER UTILITY	44,781.31
08/03/2023	POOL	62125	MEN001	MENARDS - RACINE	134.95
08/03/2023	POOL	62126	MATC	MILWAUKEE AREA TECH COLLEGE	1,878.00
08/03/2023	POOL	62127	MTP001	MT PLEASANT SEWER UTILITY	36,540.00
08/03/2023	POOL	62128	RICOHUSA	RICOH USA, INC	615.81
08/03/2023	POOL	62129	SEYMOUR	SCOTT SEYMOUR	142.79
08/03/2023	POOL	62130	SECUREFIRE	SECURE FIRE & SAFETY LLC	847.95
08/03/2023	POOL	62131	STAPLEAD	STAPLES	214.83
08/03/2023	POOL	62132	PEREZT	TERESA PEREZ	400.00
08/03/2023	POOL	62133	THEJOURNAL	THE JOURNAL TIMES	152.52
08/03/2023	POOL	62134	TKITZ	TIMOTHY KITZMAN	24.25
08/03/2023	POOL	62135	UOC001	UNITED OCC MED &	268.70
08/03/2023	POOL	62136	WICOURT	WI COURT FINES & SURCHARGES	3,621.74
08/03/2023	POOL	62137	WIDOA	WI DEPT OF ADMINISTRATION	175.00
08/03/2023	POOL	62138	WIL002	WIL-KIL PEST CONTROL	116.00
08/03/2023	POOL	62139	WAM001	WILLIAM A MORRIS	149.42
08/03/2023	POOL	62140	WIHUMANE	WISCONSIN HUMANE SOCIETY	894.43

POOL TOTALS:

Total of 39 Checks:	203,038.19
Less 0 Void Checks:	0.00
Total of 39 Disbursements:	203,038.19



# Investment Account Statement

June 1, 2023 - June 30, 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
<b>BEGINNING ACCOUNT VALUE</b>	\$5,042,908.32	\$5,004,269.78
<b>Adjusted Previous Account Value</b>	5,042,908.32	5,004,269.78
Dividends, Interest and Other Income	61.88	29,217.43
Other Transactions	-642.50	-3,320.27
<b>Net Change in Portfolio<sup>1</sup></b>	8,427.21	20,587.97
<b>ENDING ACCOUNT VALUE</b>	<b>\$5,050,754.91</b>	<b>\$5,050,754.91</b>
Accrued Interest	\$38,102.92	
<b>Account Value with Accrued Interest</b>	<b>\$5,088,857.83</b>	
Estimated Annual Income	\$130,208.33	

<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	16,892.49	16,311.87
99%	Fixed Income	5,026,015.83	5,034,443.04
100%	<b>Account Total</b>	<b>\$5,042,908.32</b>	<b>\$5,050,754.91</b>

### 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

Statements and Reports  
Trade Confirmations  
Notifications  
Prospectus\*  
Proxy/Shareholder Communications\*

#### Not Enrolled

Tax Documents

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

### 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.

## Portfolio Holdings

Description	Quantity	Opening Balance	Closing Balance	Accrued Income	Income This Year	30-Day Yield
<b>CASH, MONEY FUNDS AND BANK DEPOSITS 1.00% of Portfolio</b>						
<b>Money Market</b>						
DREYFUS TREAS OBLIG CM PART	16,311.8700	16,892.49	16,311.87	4.11	9,989.58	4.59%
<b>Total Money Market</b>		\$16,892.49	\$16,311.87	\$4.11	\$9,989.58	
<b>TOTAL CASH, MONEY FUNDS AND BANK DEPOSITS</b>		\$16,892.49	\$16,311.87	\$4.11	\$9,989.58	

Description	Quantity	Market Price	Market Value	Accrued Interest	Estimated Annual Income	Estimated Yield
<b>FIXED INCOME 99.00% of Portfolio (In Maturity Date Sequence)</b>						
<b>U.S. Treasury Securities</b>						
*UNITED STATES TREAS BILLS 0.000% 07/13/23 B/E DTD 07/14/22	1,023,000.0000	99.8600	1,021,567.80	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	98.5550	1,018,073.15	268.13	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	97.6020	995,540.40	4,226.90	25,500.00	2.56%
<b>Total U.S. Treasury Securities</b>	<b>3,076,000.0000</b>		<b>\$3,035,181.35</b>	<b>\$4,495.03</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	99.6800	249,200.00	5,541.67	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	99.2980	496,490.00	10,694.44	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	99.3030	511,410.45	4,700.81	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: 3135GOX24	262,000.0000	94.8020	248,381.24	2,045.97	4,257.50	1.71%



## 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	98.7560	493,780.00	10,625.00	25,000.00	5.06%
<b>Total U.S. Government Bonds</b>	2,027,000.0000		\$1,999,261.69	\$33,607.89	\$93,427.50	
<b>TOTAL FIXED INCOME</b>	5,103,000.0000		\$5,034,443.04	\$38,102.92	\$120,218.75	
			<b>Market Value</b>	<b>Accrued Interest</b>	<b>Estimated Annual Income</b>	
<b>Total Portfolio Holdings</b>			\$5,050,754.91	\$38,102.92	\$130,208.33	

<sup>1</sup> This bond is maturing.

## 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



**Portfolio Holdings Disclosures (continued)**

**Option Disclosure (continued)**

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 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>\$61.88</b>	<b>\$0.00</b>	<b>\$61.88</b>	<b>\$29,217.43</b>	<b>\$0.00</b>	<b>\$29,217.43</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>-\$642.50</b>	<b>-\$642.50</b>	<b>\$0.00</b>	<b>-\$3,320.27</b>	<b>-\$3,320.27</b>



## Activity Summary (continued)

	Credits This Period	Debits This Period	Net This Period	Credits Year-to-Date	Debits Year-to-Date	Net Year-to-Date
<b>Totals</b>	\$61.88	-\$642.50	-\$580.62	\$528,385.21	-\$5,516,343.12	-\$4,987,957.91

## Transactions by Type of Activity

Process/ Settlement Date	Activity Type	Description	Quantity	Price	Accrued Interest	Amount	Currency
<b>Dividends and Interest</b>							
06/30/23	MONEY MARKET FUND INCOME RECEIVED PER201156	DREYFUS TREAS OBLIG				61.88	USD
<b>Total Dividends and Interest</b>					\$0.00	\$61.88	USD
<b>Fees</b>							
06/09/23	MANAGEMENT FEE PAID USD999997	MANAGEMENT FEE				-642.50	USD
<b>Total Fees</b>					\$0.00	-\$642.50	USD
<b>Total Value of Transactions</b>					\$0.00	-\$580.62	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
<b>Dividend Income</b>				
Money Market	61.88	0.00	9,989.58	0.00
<b>Interest Income</b>				
Bond Interest	0.00	0.00	19,227.85	0.00
<b>Total Income</b>	\$61.88	\$0.00	\$29,217.43	\$0.00

## Accrued Interest Summary

	Current Period		Year-to-Date	
	Taxable	Non Taxable	Taxable	Non Taxable
<b>Accrued Interest Paid</b>				
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>	\$0.00	\$0.00	-\$6,111.12	\$0.00



### Money Market Fund Detail

Date	Activity Type	Description	Amount	Balance
<b>Sweep Money Market Fund</b>				
DREYFUS TREAS OBLIG CM PART				
Current Yield: 4.60% Activity Ending: 06/30/23				
06/01/23	Opening Balance		16,892.49	16,892.49
06/09/23	Withdrawal	MONEY FUND REDEMPTION	-642.50	16,249.99
06/30/23	Deposit	INCOME REINVEST	61.88	16,311.87
06/30/23	<b>Closing Balance</b>			<b>\$16,311.87</b>
<b>Total All Money Market Funds</b>				<b>\$16,311.87</b>

### Fixed Income Analysis

#### Bond Quality

Bond Quality	Market Value	% of Bond Market Value	Percent of Fixed Income
AAA	4,012,875.24	80%	
Not Rated	1,021,567.80	20%	
<b>Total</b>	<b>5,034,443.04</b>	<b>100%</b>	

#### Bond Maturity Schedule

Bond Maturity	Market Value	% of Bond Market Value
Within 1 month	1,021,567.80	20%
1 to 6 months	1,018,073.15	20%
7 to 12 months	1,244,740.40	25%
1 to 5 years	1,750,061.69	35%
<b>Total</b>	<b>5,034,443.04</b>	<b>100%</b>

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

#### Transition to Trade Date plus One (T1) Settlements

The U.S. will adopt a shortened settlement timeframe beginning with trade date May 28, 2024, for equities, corporate, municipal bonds and unit investment trusts. Moving from a T2 to a T1 settlement cycle will provide faster access to sale proceeds, but it also means that funds will be due on purchase transactions earlier.



FUND CODE & DESCRIPTION	NUMBER OF PERMITS	PERMIT FEES MONTHLY	NUMBER OF PERMITS YEAR TO DATE	PERMIT FEES YEAR TO DATE
101-HOUSES	1	1,506.4	3	6,326.50
101-ADDITIONS & ALTERATIONS-RES	7	1,010.20	20	1,665.20
101-ACCSRY BLD	3	359.00	6	713.00
101-NEW MOBILE HM	1	562.00	1	562.00
101-OTHER PMT FEE				
101-AGRICULTURAL	1	800.00	2	3,635.00
101-APARTMENTS-MLF				
101-CONDOMINIUM				
101-COMMERCIAL BLD				
101-INDUSTRIAL (COMM)				
101-ADDITIONS & ALTERATIONS-COMM				
101-SIGNS			2	180.00
101-PLUMBING	3	135.00	23	7,070.40
101-HEATING	1	90.00	14	1,691.00
101-ELECTRIC	7	315.00	43	4,134.40
101-POOLS	1	80.00	1	80.00
101-WRECKING			3	604.96
101-OCCUPANCY	1	100.00	2	200.00
101-FENCE	4	180.00	10	450.00
101-DRIVEWAY			1	45.00
101-CULVERT				
101-MOVING				
101-RIGHT OF WAY ROAD OPENING			10	495.00
101-EROSION CONTROL				
101-VOLUNTARY DONATION IN LIEU OF IMPACT FEES				
101-LANDFILL PMT			1	50.00
101-PUBLIC WKS				
101-PARK FEE			1	1,045.00
101-FIRE STATION				
101-WA MTR HORN	1	97.51	1	97.51
101-REFUND PERMIT				
<b>SUB-TOTAL 101</b>	31	5,235.11	144	29,044.97
603-UD SR SVC FEE	1	2,800.00	2	5,600.00
603-				
<b>SUB-TOTAL 603</b>	1	2,800.00	2	5,600.00
602-KR SR SVC FEE				
<b>SUB-TOTAL 602</b>	0	0.00	0	0.00
601-WA FEE				
601-TEMP WA FEE				
601-WA MTR HORN				
601-WA PMT			1	857.20
601-				
601-				
<b>SUB-TOTAL 601</b>	0	0.00	1	857.20
<b>TOTALS</b>	32	8,035.11	147	35,502.17

FUND CODE & DESCRIPTION	NUMBER OF PERMTS	PERMIT FEES MONTHLY	NUMBER OF PERMTS YEAR TO DATE	PERMIT FEES YEAR TO DATE
101-HOUSES			3	6,326.50
101-ADDITIONS & ALTERATIONS-RES	3	140.00	23	1,805.20
101-ACCSRY BLD	3	515.00	9	1,228.00
101-NEW MOBILE HM			1	562.00
101-OTHER PMT FEE				
101-AGRICULTURAL			2	3,635.00
101-APARTMENTS-MLF				
101-CONDOMINIUM				
101-COMMERCIAL BLD	1	6,995.80	1	6,995.80
101-INDUSTRIAL (COMM)	1	5,013.40	1	5,013.40
101-ADDITIONS & ALTERATIONS-COMM	1	300.00	1	300.00
101-SIGNS			2	180.00
101-PLUMBING	5	2,188.00	28	9,258.40
101-HEATING	2	754.00	16	2,445.00
101-ELECTRIC	8	418.30	51	4,552.70
101-POOLS	1	45.00	2	125.00
101-WRECKING			3	604.96
101-OCCUPANCY	1	100.00	3	300.00
101-FENCE	5	225.00	15	675.00
101-DRIVEWAY	1	45.00	2	90.00
101-CULVERT				
101-MOVING				
101-RIGHT OF WAY ROAD OPENING	7	345.00	17	840.00
101-EROSION CONTROL				
101-VOLUNTARY DONATION IN LIEU OF IMPACT FEES	2	73,585.95	2	73,585.95
101-LANDFILL PMT			1	50.00
101-PUBLIC WKS				
101-PARK FEE			1	1,045.00
101-FIRE STATION				
101-WA MTR HORN			1	97.51
101-WA PMT	2	221.00	2	221.00
101-REFUND PERMIT				
<b>SUB-TOTAL 101</b>	43	90,891.45	187	119,936.42
603-UD SR SVC FEE	1	14,840.00	3	20,440.00
603-				
<b>SUB-TOTAL 603</b>	1	14,840.00	3	20,440.00
602-KR SR SVC FEE				
<b>SUB-TOTAL 602</b>	0	0.00	0	0.00
601-WA FEE				
601-TEMP WA FEE				
601-WA MTR HORN				
601-WA PMT			1	857.20
601-				
601-				
<b>SUB-TOTAL 601</b>	0	0.00	1	857.20
<b>TOTALS</b>	44	105,731.45	191	141,233.62



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

---

**MEETING DATE:** August 8, 2023

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

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

**AGENDA ITEM:** #7 Public Hearing on Application for “Class B” Liquor License for Petrifying Springs Biergarten

#8 Application for “Class B” Liquor License for Petrifying Springs Biergarten

---

**BACKGROUND:**

This year it was discovered that Petrifying Springs Biergarten has previously been issued a Class C wine licensed in error. The Biergarten had applied for a Class B combo to allow them to continue to serve wine, but an Ordinance in the Village has prohibited a business that fails to remain active for a period of 90 days.

**UPDATE:**

At a Special Village Board meeting held July 5, 2023, the Board passed Ordinance No 2023-022, the change in this now excludes seasonal businesses in certain zoning districts from the 90-day requirement. This will allow the Petrifying Springs Biergarten to obtain a “Class B” liquor license.

**PRIOR ACTION TAKEN:**

This was discussed at the August 1<sup>st</sup> Village Work Session

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

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

*"Hold Public Hearing"*  
*"Motion to approve Application for "Class B" Liquor License for Petrifying  
Springs Biergarten"*

ATTACHMENTS:

Petrifying Springs "Class B" liquor license application

# Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 8/1/2023 ending: 8/1/2024  
(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 <b>456-1029538273-02</b>	
FEIN Number 92-2941093	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input 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 checked="" type="checkbox"/> Class B liquor	\$ 500
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ 40
<b>TOTAL FEE</b>	<b>\$ 540</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 <b>DeBartolo</b>	(First) <b>Anthony</b>	(Middle Name) <b>J</b>	Home Address (Street, City or Post Office, & Zip Code) <b>4512 19th pl. Kenosha, WI 53144</b>
Vice President / Member Last Name <b>Grab</b>	(First) <b>Michael</b>	(Middle Name) <b>R.</b>	Home Address (Street, City or Post Office, & Zip Code) <b>10227 S Kendrick Drive Oak Creek, WI 53154</b>
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 <b>DeBartolo</b>	(First) <b>Anthony</b>	(Middle Name) <b>J</b>	Home Address (Street, City or Post Office, & Zip Code) <b>4512 19th pl. Kenosha, WI 53144</b>
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.

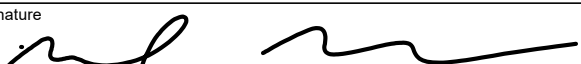
4. Legal description (omit if street address is given above): \_\_\_\_\_

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 Lake Andrea Beer Garden
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 Member	Date 07/03/23
Signature 	Phone Number 414-839-9170	Email Address petsbeergarden@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:** August 8, 2023

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

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

**AGENDA ITEM:** #9 Action on Resolution 2023-012, A Resolution Authorizing the Issuance and Sale of \$3,480,000 General Obligation Promissory Notes, Series 2023A

---

**BACKGROUND:**

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

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

On April 11<sup>th</sup>, the Board awarded the project to Payne & Dolan, Inc. The amount of the contract awarded was \$1,223,109.21. Through change order #1 the contract price was moved to \$1,231,359.21. The proposed funds for this project were to come from borrowing. Factoring in the engineering costs, this final amount is estimated at \$1,300,000.

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

**PRIOR ACTION TAKEN:**

The Board’s discussion regarding whether to borrow the proposed funds began during our 2023 CIP Budget process in 2022. This item has been listed as borrowing in our February 14<sup>th</sup> and March 28<sup>th</sup> Amendments to the CIP.

On May 5<sup>th</sup>, Staff and Trustee Ostby met with Ehlers to go over these options and the effect they could have on our debt levy. At the May 9<sup>th</sup> Board Meeting, Administrator Peters gave the Board an update on where the Village stands as it pertains to our 2023 General Obligation Borrowing. During our May 16<sup>th</sup> Work Session, the Board reviewed the attached memorandum to lay out 3 proposed options for our potential borrowing and

the effect these would have on the Village’s Debt Levy. The idea of borrowing more than what the Village needs for the 2023 project is to make sure that our overall levy stays as even as possible. During this meeting it was suggested that Staff bring back an amount that could be used to complete CIP in upcoming years.

Public Works, Fire Department and Administration have updated their potential CIP Budgets to prioritize what projects should be completed over the next five years. Trustee Ostby, President Stoner, Administrator Peters, Chief Andersen, Superintendent Smith, and Accounting Manager Ealy met on June 16<sup>th</sup> to review these possible projects.

Administration presented the below overall numbers and general descriptions for amounts that could be included in the proposed borrowing.

Public Works

Road Projects	2023	\$1,300,000
	2024	\$492,000
	2025	\$487,000
Equipment	2024	\$675,000

Fire Department

Equipment	2024	\$125,000
-----------	------	-----------

Administration

Auditorium Renovation	2024	\$300,000
	Total	\$3,379,000

At our June 20th Work Session, the Board advised staff that they would be comfortable borrowing the proposed \$3,480,000 for the 2023A issue. Since June 20<sup>th</sup>, Staff has worked with Ehlers and our Bond Counsel to prepare for the proposed borrowing. On July 25<sup>th</sup>, Administration, Clerk/Treasurer Baker, Accounting Manager Ealy and Ehlers held a bond rating call with S&P Global Ratings. The results are expected the week of August 1<sup>st</sup>. On July 28<sup>th</sup>, Administration took part in due diligence conference call with Ehlers and Bond Counsel in preparation for the sale.

The proposed Resolution was reviewed and discussed at our August 1<sup>st</sup> Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Staff recommends approval of proposed Resolutions 2023-012. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

*“Motion to approve Resolution 2023-012, A Resolution Authorizing the Issuance and Sale of \$3,480,000 General Obligation Promissory Notes, Series 2023A”*

ATTACHMENTS:

Proposed Resolution 2023-012

RESOLUTION NO. 2023-012

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE  
OF \$3,480,000 GENERAL OBLIGATION PROMISSORY  
NOTES, SERIES 2023A

WHEREAS, the Village Board hereby finds and determines that it is necessary, desirable and in the best interest of the Village of Somers, Kenosha County, Wisconsin (the "Village") to raise funds for public purposes, including paying the cost of street improvement projects, acquiring capital equipment and auditorium renovations (collectively, the "Project");

WHEREAS, the Village Board hereby finds and determines that the Project is within the Village's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the Village is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, the Village has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell general obligation promissory notes (the "Notes") to pay the cost of the Project;

WHEREAS, Ehlers, in consultation with the officials of the Village, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on August 8, 2023;

WHEREAS, the Village Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Notes for public sale on August 8, 2023;

WHEREAS, the Village has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the Village. Ehlers has recommended that the Village accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Ratification of the Notice of Sale and Offering Materials. The Village Board hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the Village and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of THREE MILLION FOUR HUNDRED EIGHTY THOUSAND DOLLARS (\$3,480,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The President and Village Clerk or other appropriate officers of the Village are authorized and directed to execute an acceptance of the Proposal on behalf of the Village. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2023A"; shall be issued in the aggregate principal amount of \$3,480,000; shall be dated August 30, 2023; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on March 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2024. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on March 1, 2031 and thereafter shall be subject to redemption prior to maturity, at the option of the Village, on March 1, 2030 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

[The Proposal specifies that [some of] the Notes shall be subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the Village shall direct.]

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2023 through 2032 for the payments due in the years 2024 through 2033 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the Village shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the Village and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the Village then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2023A, dated August 30, 2023" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the Village above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the Village, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Village, unless the Village Board directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the Village and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the Village, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes

including, if applicable, the rebate requirements of Section 148(f) of the Code. The Village further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the Village certifying that the Village can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Village also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the Village will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the Village's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Village hereby authorizes the President and Village Clerk or other appropriate officers of the Village to enter into a Fiscal Agency

Agreement between the Village and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 13. Persons Treated as Owners; Transfer of Notes. The Village shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the Village at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the Village Clerk or other authorized representative of the Village is authorized and directed to execute and deliver to DTC on behalf of the Village to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the Village Clerk's office.

Section 16. Payment of Issuance Expenses. The Village authorizes the Purchaser to forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses to a financial institution selected by Ehlers at Closing for further distribution as directed by Ehlers.

Section 17. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary

Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the President and Village Clerk, or other officer of the Village charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 19. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded August 8, 2023.

\_\_\_\_\_  
George Stoner  
President

ATTEST:

\_\_\_\_\_  
Brandi Baker  
Village Clerk

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

[ EXHIBIT MRP

Mandatory Redemption Provision

The Notes due on March 1, \_\_\_\_, \_\_\_\_, and \_\_\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on March 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on March 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS  
STATE OF WISCONSIN  
KENOSHA COUNTY  
NO. R-\_\_\_\_ VILLAGE OF SOMERS \$\_\_\_\_\_  
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2023A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:  
March 1, \_\_\_\_\_ August 30, 2023 \_\_\_\_\_% \_\_\_\_\_

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$ \_\_\_\_\_)

FOR VALUE RECEIVED, the Village of Somers, Kenosha County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2024 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$3,480,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of street improvement projects, acquiring capital equipment and auditorium renovations, as authorized by a resolution adopted on August 8, 2023. Said resolution is recorded in the official minutes of the Village Board for said date.

The Notes maturing on March 1, 2031 and thereafter are subject to redemption prior to maturity, at the option of the Village, on March 1, 2030 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

【The Notes maturing in the years \_\_\_\_\_ are subject to mandatory redemption by lot as provided in the resolution referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.】

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Village Board as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the Village appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such

registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and Village may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

DRAFT

IN WITNESS WHEREOF, the Village of Somers, Kenosha County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF SOMERS  
KENOSHA COUNTY, WISCONSIN

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

(SEAL)

By: \_\_\_\_\_  
Brandi Baker  
Village Clerk

DRAFT

Date of Authentication: \_\_\_\_\_, \_\_\_\_\_

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned resolution of the Village of Somers, Kenosha County, Wisconsin.

BOND TRUST SERVICES  
CORPORATION,  
ROSEVILLE, MINNESOTA

By \_\_\_\_\_  
Authorized Signatory

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)



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

---

**MEETING DATE:** August 8, 2023

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

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

**AGENDA ITEM:** #10 Action on Transfer of Agent for Skogen’s Foodline, INC dba Festival Foods. Located at 6000 31<sup>st</sup> Street Kenosha, Wisconsin 53144

---

**BACKGROUND:**

Last month Festival Foods reached out to notify the Village that they would be submitting a Transfer of Agent application. The Agent is responsible for the day-to-day operations of the business.

All necessary applications and fees have been submitted, and the background check on the agent complete with no outstanding issues. Staff recommends this be placed on the August 8, 2023, Village Board meeting for approval.

**PRIOR ACTION TAKEN:**

This was discussed at the August 1<sup>st</sup> 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 Transfer of Agent for Skogen’s Foodline, INC dba Festival Foods. Located at 6000 31st Street Kenosha, Wisconsin 53144”*

**ATTACHMENTS:**

Transfer of Agent application



Date 07/06/23

Form  
AT-103

## Alcohol Beverage License Application Supplemental Questionnaire

This form must be submitted to the municipal clerk, and be accompanied by one or more of the following forms: AT-104, AT-106, AT-108, AT-115, or AT-200. One Form AT-103 must be completed by each person involved in the applicant business or parent company including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- managing members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Supplemental Questionnaires are submitted.

<b>Part A: Premises/Business Information</b>			
1. Registered Entity Name (or individual name if sole proprietor) Skogen's Foodliner, Inc.			
2. Trade Name or DBA Festival Foods			
3. Entity Type (check one)			
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation
<input type="checkbox"/> Nonprofit Organization			

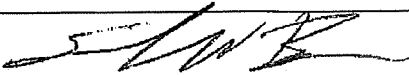
<b>Part B: Individual Information</b>			
1. Name (Last, First, M.I.) Balk, Samuel, W			
2. Relationship to Registered Entity (Title) Store Director		3. Email sbalk@festfoods.com	4. Phone 907-831-1899
5. Home Address 8116 Doe Glen Ct			
6. City Racine	7. State WI	8. Zip Code 53406	9. Date of Birth 06/15/81
10. Drivers License/State ID Number B420-7998-1215-06		11. Drivers License/State ID State of Issuance Wisconsin	

<b>Part C: Address History</b>	
List in chronological order your last two residence addresses within the last 5 years.	
Previous Address 1 5823 Northwestern Ave	
Previous City, State, Zip Racine, WI 53406	Dates (MM/YYYY - MM/YYYY) 06/2016 - 01/2019
Previous Address 2	
Previous City, State, Zip	Dates (MM/YYYY - MM/YYYY)

<b>Part D: Employment History</b>	
List in chronological order your last two employers within the last 5 years.	
Employer's Name Skogen's Foodliner, Inc.	
Employer's Address 3800 Emerald Drive E Onalaska, WI 54650	Dates Employed (MM/YYYY - MM/YYYY) 05/2016-Present
Employer's Name	
Employer's Address	Dates Employed (MM/YYYY - MM/YYYY)

<b>Part E: Criminal History</b>	
1. Have you ever been convicted of any offenses (other than traffic offenses unrelated to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? . . . . . <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.	
Law/Ordinance Violated Possession of THC	Trial Date 11/20/05
Penalty Imposed Fine	Was sentence completed? . . . . . <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Trial Date
Penalty Imposed	Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Are charges for any offenses currently pending against you (other than traffic offenses unrelated to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.	

<b>Part F: Questions</b>		
1. Have you lived in any state other than Wisconsin as an adult? If yes, please list them in the space below. If no, continue to question 2. . . . . <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Alaska		
2. How long have you continuously lived in Wisconsin prior to the date of application?	Years 7	Months 1
3. Do you hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g. brewer, brewpub, winery, distillery)? If yes, please explain using the space below. Attach additional sheets as needed. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

<b>Part G: Attestation</b>	
<p><b>READ CAREFULLY BEFORE SIGNING:</b> I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.</p>	
Signature 	Date 7/6/2023

## Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of:  Town  Village of SOMERS County of KENOSHA  
 City

The undersigned duly authorized officer/member/manager of SKOGEN'S FOODLINER, INC.  
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as FESTIVAL FOODS  
(Trade Name)

located at 6000 31ST STREET KENOSHA, WI 53144

appoints SAMUEL BALK  
(Name of Appointed Agent)

8116 DOE GLEN CT RACINE, WI 53406  
(Home Address of Appointed Agent)


to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes  No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).  
FESTIVAL FOODS (3207 80TH ST KENOSHA, WI) - UNTIL THIS CHANGE IN AGENT

Is applicant agent subject to completion of the responsible beverage server training course?  Yes  No  
 How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 7 years

Place of residence last year 8116 DOE GLEN CT RACINE, WI 53406

For: SKOGEN'S FOODLINER, INC.  
(Name of Corporation / Organization / Limited Liability Company)

By:   
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

### ACCEPTANCE BY AGENT

I, SAMUEL BALK, hereby accept this appointment as agent for the  
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

 7-6-2023 Agent's age 42  
(Signature of Agent) (Date)

8116 DOE GLEN CT RACINE, WI 53406 Date of birth 06/15/1981  
(Home Address of Agent)

### APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on \_\_\_\_\_ by \_\_\_\_\_ Title \_\_\_\_\_  
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

### Appointment of Successor Agent – Retail Licenses

Submit this form to your licensing authority with a \$10 processing fee.

If there is a change in agent, each club, corporation, or limited liability company that holds a retail license to sell fermented malt beverages and/or intoxicating liquor must appoint a successor agent and have the appointment approved by the licensing authority pursuant to sec. 125.04(6), Wis. Stats. The following questions must be answered by the agent, and the appointment must be signed by an officer of the corporation/organization or one member of the limited liability company (only one signature is required).

#### Section 1: Licensee Information and Acknowledgement

Licensee Name

Skogen's Foodliner, Inc.

Reason for Cancellation of Appointed Agent

Jonathan Korff transferred to our Mount Pleasant store

The undersigned appoints Samuel Balk as agent in accordance with sec. 125.04(6), Wis. Stats.

Signature of President / Member

Date

07/06/23

#### Section 2: Agent Information and Acknowledgement

Agent Name

Samuel Balk

Mailing Address

8116 Doe Glen Ct

City or Post Office

Racine

State

WI

Zip Code

53406

#### Agent Questions

- |   | Yes                                 | No                                  |
|---|-------------------------------------|-------------------------------------|
| 1. Are you of legal drinking age? .....   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 2. Have you been a resident of Wisconsin for at least 90 continuous days prior to the date of appointment as agent? ..... | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 3. Have you ever been convicted of a federal law violation? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 4. Have you ever been convicted of a state law violation? .....   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 5. Have you ever been convicted of a local ordinance violation? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 6. Have you completed the required responsible beverage server training course per sec. 125.04(5)(a)5, Wis. Stats.? ...   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

**UNDER PENALTY OF LAW**, I declare that my answers above are true and correct to the best of my knowledge and belief.

I hereby accept appointment as agent for Skogen's Foodliner, Inc. and assume full responsibility of the conduct of the business relative to fermented malt beverages and intoxicating liquors.

Signature of Agent

Date

7-6-2023

#### Section 3: Licensing Authority Approval

Municipality Name

Signature of Official

Date

Title of Official



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

---

**MEETING DATE:** August 8, 2023

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

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

**AGENDA ITEM:** #11 Action on application for Special Event Permit and Class “B” (Picnic) Beer and Wine License from The Friends of Hawthorn Hollow for their Pike River Concert Series on August 18, 2023, and September 9, 2023. Located at 880 Green Bay Road, Kenosha, Wisconsin 53144, and requests to waive all associated 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 host event is to raise monies to maintain operations of the preserve.

They have approached the Village to request a Special Event Permit and a Class “B” (Picnic) Beer and Wine License for their Pike River Concert Series held August 18, 2023 and September 9, 2023.

The Friends of Hawthorn Hollow is a separate organization from the Hyslop foundation which requires them to obtain their own Special Event Permit.

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

**COMMENTS:**

Due to ongoing sanitary noncompliance, all indoor structures will be required to be unavailable to the public.

**PRIOR ACTION TAKEN:**

This was discussed at the August 1<sup>st</sup> 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 Special Event Permit and Class “B” (Picnic) Beer and Wine License from The Friends of Hawthorn Hollow for their Pike River Concert Series on August 18, 2023, and September 9, 2023. Located at 880 Green Bay Road, Kenosha, Wisconsin 53144, and requests to waive all associated fees.”*

ATTACHMENTS:

Special Event Application, Temporary Class “B Applications, and Event Request Letters



**HAWTHORN HOLLOW**  
NATURE SANCTUARY AND ARBORETUM

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

June 28, 2023

Dear Ms. Baker,

The Friends of Hawthorn Hollow, a separate non-profit organization which supports the operations of Hawthorn Hollow, will be hosting two fundraisers this summer on the following dates:

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 Single Day Event Permits and Temporary Class B 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



**OFFICE USE ONLY**  
 DATE FILED: \_\_\_\_\_  
 INITIALS: \_\_\_\_\_

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

## Village of Somers Special Event Permit (Single Day)

Fee: \$75

Date(s) of Event: August 18, 2023  
 Description of Event: Fundraising Concert

Licensee Name: Friends of Hawthorn Hollow  
Corporation, Partnership, or Individual - Must be same name as beer/liquor license (if applicable)

Trade/Event Name: Pike River Benefit Concert Series

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

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

List Date of Birth of Agent (If Corporation/LLC) or Individual: \_\_\_\_\_

Address: 1904 30th St Kenosha WI 53144  
Street City State Zip

Phone: 262-705-9278 Email: tj@hawthornhollow.org  
(Correspondence will be via email if address is given)

Driver's License Number: WI  
State Number

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

CHARGE	STATE	DATE	RESULT

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

CHARGE	STATE	DATE

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

CHARGE	STATE	DATE

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

CHARGE	STATE	DATE	RESULT

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

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

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



Individual/Partner/Member Signature

6/28/22  
Date

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

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

**SPECIAL EVENT PERMIT: OPERATIONAL AND SECURITY PLAN INFORMATION**

**Operational Plan**

**Planned Hours\* of Operation:**

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

\*be sure to list AM or PM

**Legal occupancy limit for the premises:** \_\_\_\_\_ persons

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

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

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

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

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

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

## Security Plan

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

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

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

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

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

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

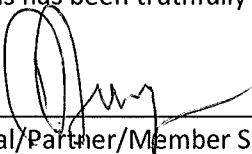
**Plan for unruly patrons, intoxicated patrons, and physical disturbances (including fights):** If a patron is found to be unruly or seems to be causing a disturbance, they will be escorted by two security personnel to their vehicle and told to leave the premises (if they don't appear to be intoxicated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

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

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

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

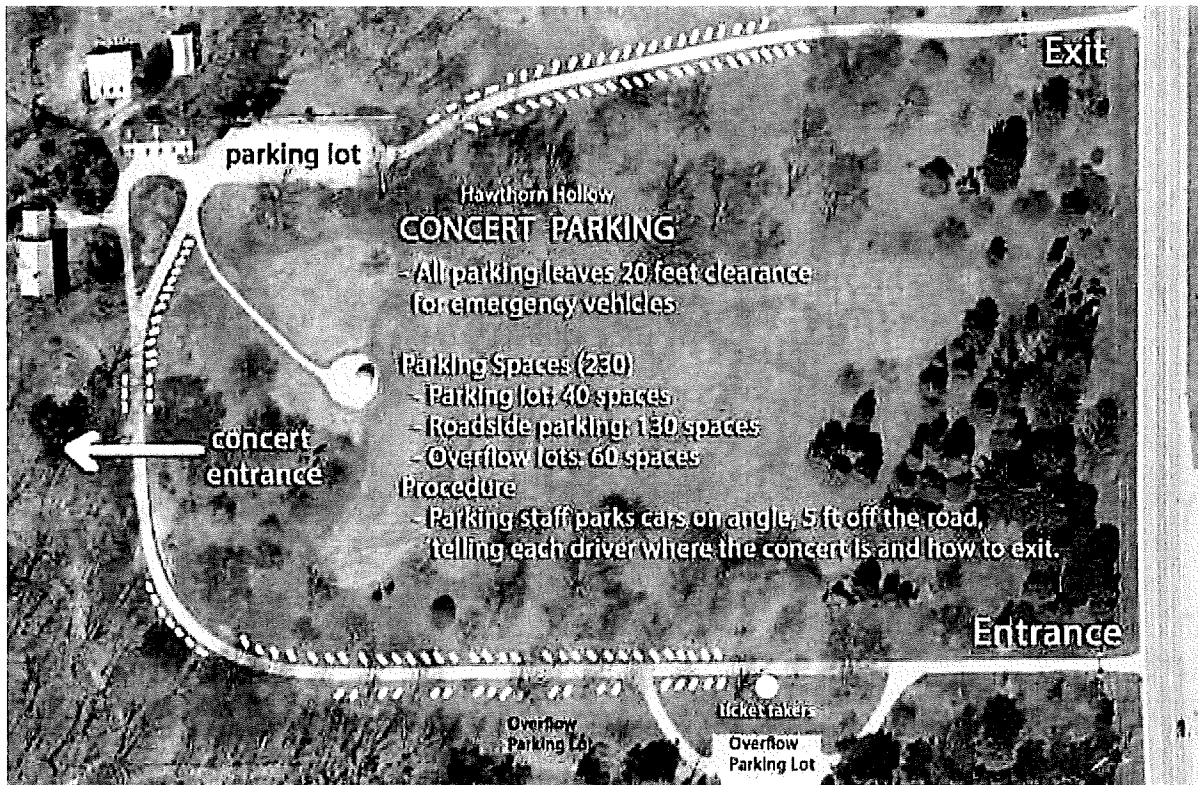
READ CAREFULLY BEFORE SIGNING: Under penalty provided for by law, the undersigned states that each of the above questions has been truthfully answered to the best of his/her/their knowledge.



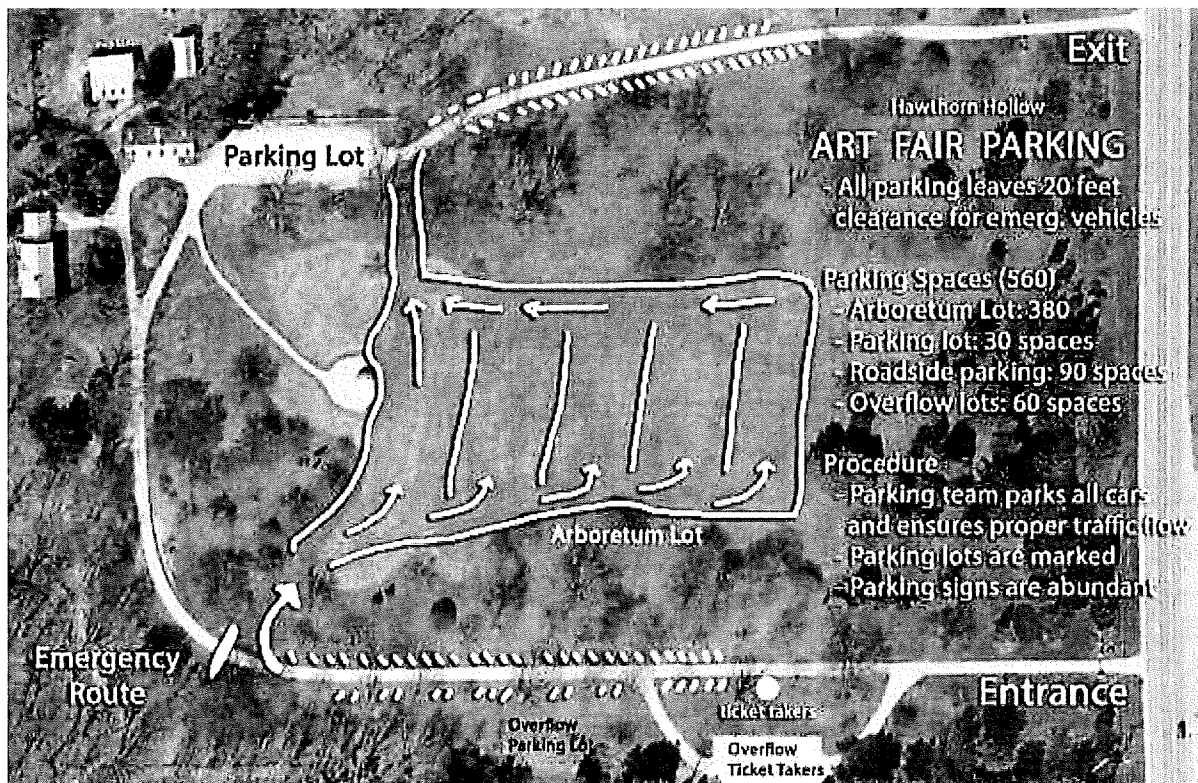
Individual/Partner/Member Signature

6/20/23  
Date

**Attachment One: Concert/Small Event Parking Plan**



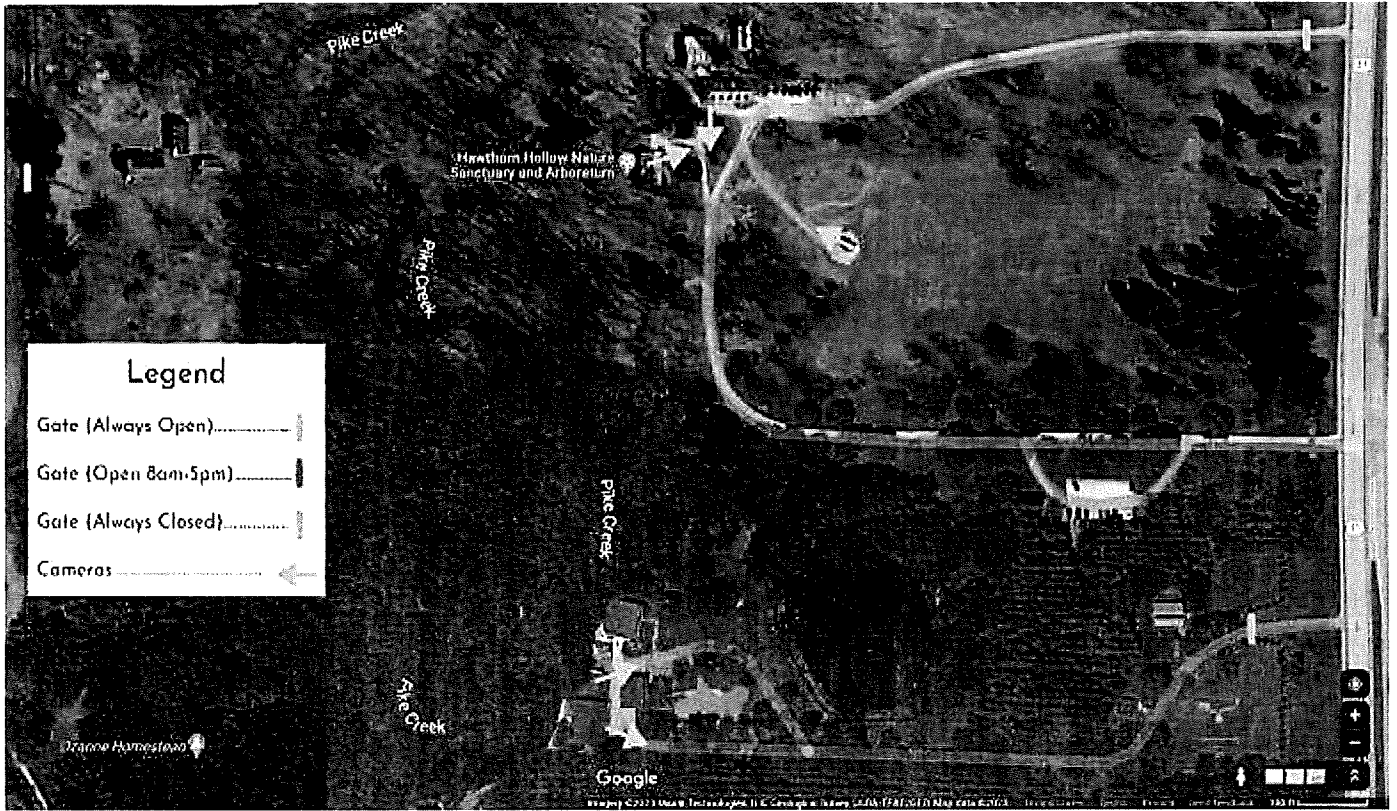
**Attachment Two: Art Fair Parking Plan**



**Attachment Three: Historic Buildings Emergency Access Plan**



**Attachment Four: Gates & Camera Locations**



# 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 08/19/2022 and ending 08/19/2022 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

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

- Bona fide Club  Church  Lodge/Society  
 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 The Friends of Hawthorn Hollow

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

(c) Date organized 09/01/1991

(d) If corporation, give date of incorporation \_\_\_\_\_

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

(f) Names and addresses of all officers:

President Aaron Mehnke, 128 W Newhall Ave, Waukesha, WI 53186

Vice President Beth Goepfinger, N3116 Violet Road, Lake Geneva WI 53147

Secretary \_\_\_\_\_

Treasurer Brandi Ferree, 3908 19th Ave, Kenosha, WI 53140

(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 08/19/2022

### 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 Aaron Mehnke 5/14/27  
(Signature / Date)

The Friends of Hawthorn Hollow  
(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

June 28, 2023

Dear Ms. Baker,

The Friends of Hawthorn Hollow, a separate non-profit organization which supports the operations of Hawthorn Hollow, will be hosting two fundraisers this summer on the following dates:

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 Single Day Event Permits and Temporary Class B 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  
 P.O. Box 197  
 7511 - 12th Street  
 Somers, WI 53171  
 262-859-2822

**OFFICE USE ONLY**  
 DATE FILED: \_\_\_\_\_  
 INITIALS: \_\_\_\_\_

## Village of Somers Special Event Permit (Single Day)

Fee: \$75

Date(s) of Event: September 9, 2023  
 Description of Event: Fundraising Event

Licensee Name: Friends of Hawthorn Hollow  
Corporation, Partnership, or Individual - Must be same name as beer/liquor license (if applicable)

Trade/Event Name: Walk in the Wooda Art Fair

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

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

List Date of Birth of Agent (If Corporation/LLC) or Individual: \_\_\_\_\_

Address: 1904 30th St Kenosha WI 53144  
Street City State Zip

Phone: 262-705-9278 Email: tj@hawthornhollow.org  
(Correspondence will be via email if address is given)

Driver's License Number: WI \_\_\_\_\_  
State Number

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

CHARGE	STATE	DATE	RESULT

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

CHARGE	STATE	DATE

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

CHARGE	STATE	DATE

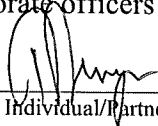
4. Have you ever, while operating a business or engaged in a profession, been convicted of any charges involving unfair trade practices, unethical conduct, or discrimination in any state?  Yes  No  
 If yes, provide: Charge, State, Date Result (Include pending charges).

CHARGE	STATE	DATE	RESULT

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

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

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

  
 Individual/Partner/Member Signature

6/28/23  
 Date

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

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

**SPECIAL EVENT PERMIT: OPERATIONAL AND SECURITY PLAN INFORMATION**

**Operational Plan**

**Planned Hours\* of Operation:**

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

\*be sure to list AM or PM

**Legal occupancy limit for the premises:** \_\_\_\_\_ persons

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

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

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

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

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

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

## Security Plan

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

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

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

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

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

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

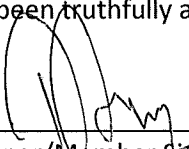
**Plan for unruly patrons, intoxicated patrons, and physical disturbances (including fights):** If a patron is found to be unruly or seems to be causing a disturbance, they will be escorted by two security personnel to their vehicle and told to leave the premises (if they don't appear to be intoxicated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

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

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

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

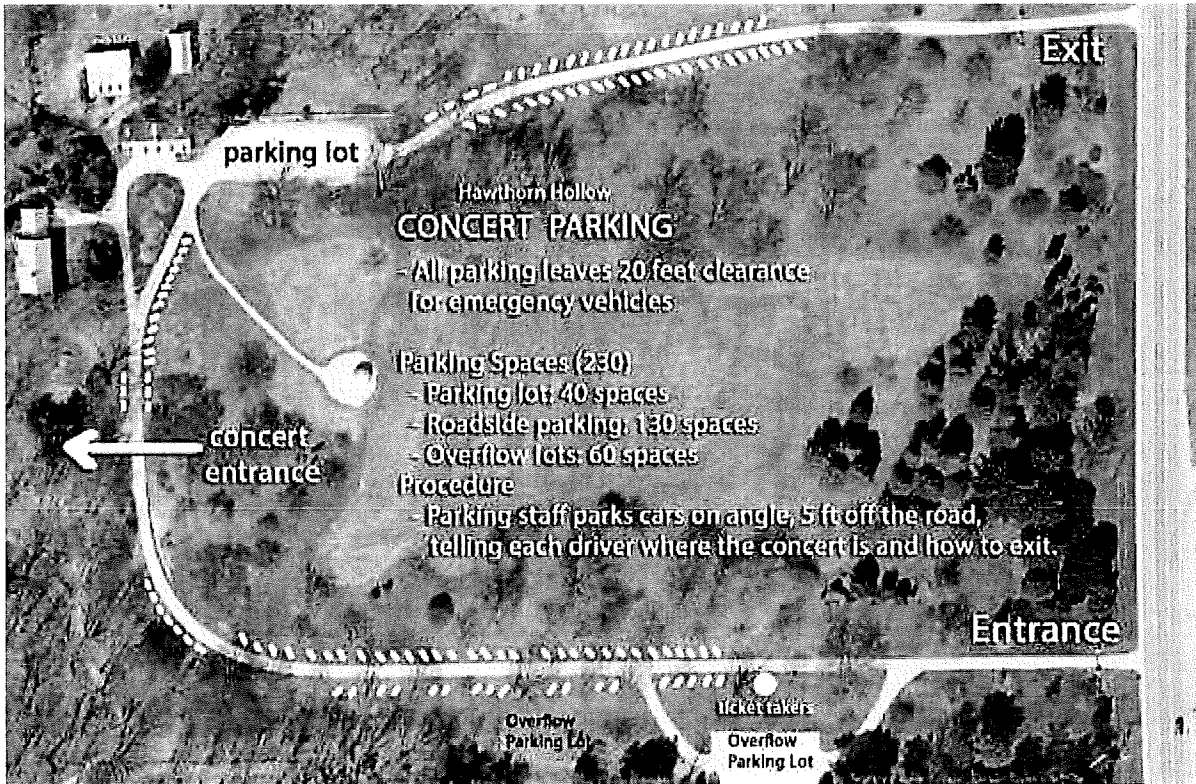
READ CAREFULLY BEFORE SIGNING: Under penalty provided for by law, the undersigned states that each of the above questions has been truthfully answered to the best of his/her/their knowledge.

  
\_\_\_\_\_  
Individual/Partner/Member Signature

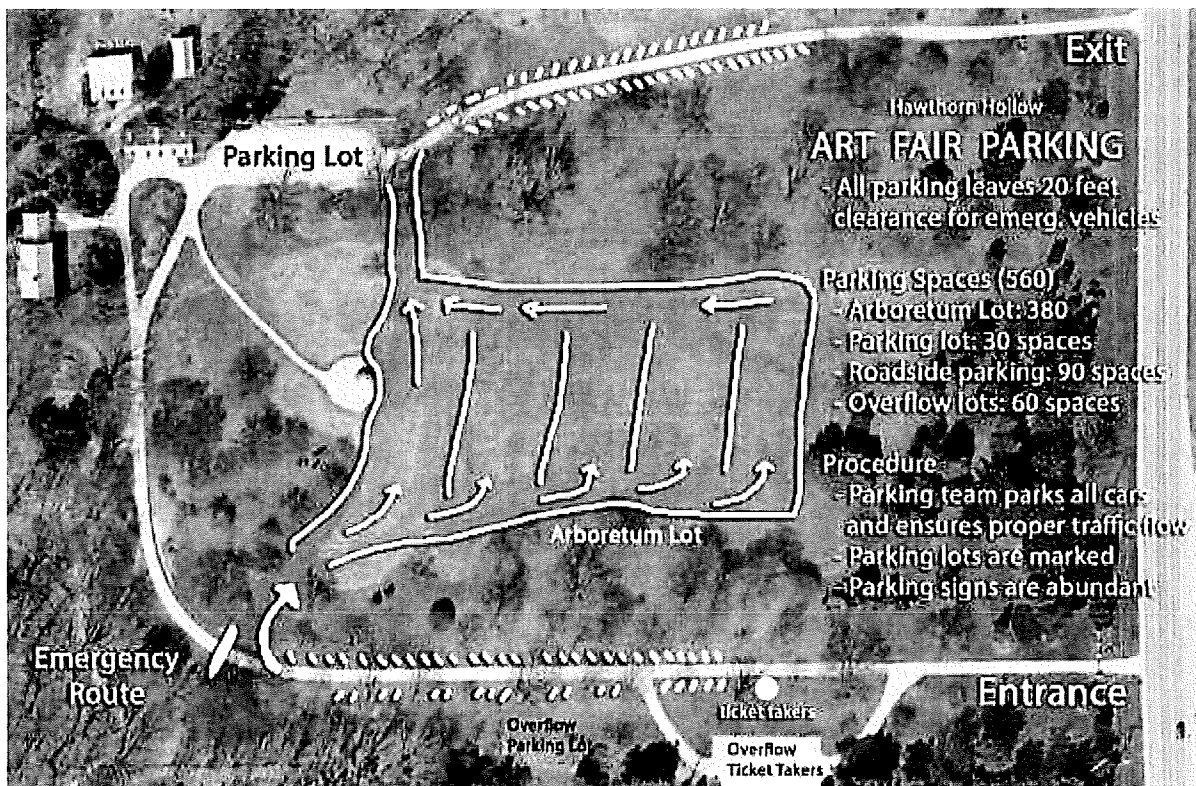
67 of 80

6/28/23  
\_\_\_\_\_  
Date

**Attachment One: Concert/Small Event Parking Plan**



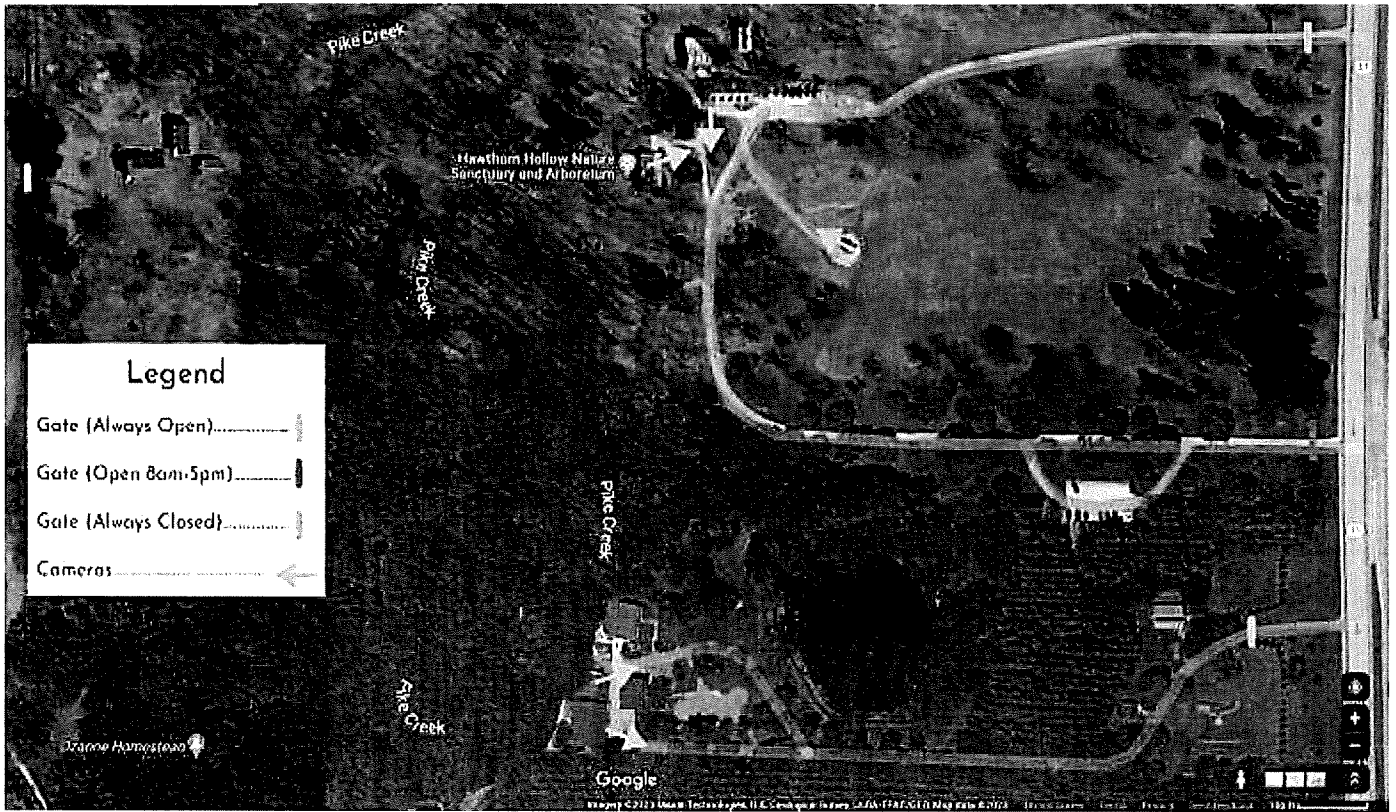
**Attachment Two: Art Fair Parking Plan**



**Attachment Three: Historic Buildings Emergency Access Plan**



**Attachment Four: Gates & Camera Locations**



# 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: 05/12/2023

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 09/09/2023 and ending 09/09/2023 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 The Friends of Hawthorn Hollow

(b) Address 880 Green Bay Rd, Kenosha, WI 53144

(Street)

Town

Village

City

(c) Date organized 09/01/1991

(d) If corporation, give date of incorporation \_\_\_\_\_

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

(f) Names and addresses of all officers:

President Aaron Mehnke, 128 W Newhall Ave, Waukesha, WI 53186

Vice President Beth Goepfinger, N3116 Violet Road, Lake Geneva WI 53147

Secretary \_\_\_\_\_

Treasurer Brandi Ferree, 3908 19th Ave, Kenosha, WI 53140

(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

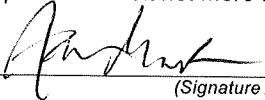
(a) List name of the event Walk in the Woods Art Fair

(b) Dates of event 09/09/2023

## 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

 5/16/23  
(Signature / Date)

The Friends of Hawthorn Hollow

(Name of Organization)

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:** August 8<sup>th</sup>, 2023

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

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

**AGENDA ITEM:** #12 Discussion and possible action on request for partial payment #1 from Payne and Dolan in the amount of \$983,998.19 for work on the 2023 Roadway Improvements Program (Somers Estates)

---

**BACKGROUND:**

On April 11<sup>th</sup>, the Village Board awarded the bid for the 2023 Roadway Improvements Program (Somers Estates) to Payne & Dolan, Inc. in the amount of \$1,223,109.21. On June 13<sup>th</sup>, the Board approved Change Order #1 that added an additional \$8,250 to the contract. The new contract price moved to \$1,231,359.21. Payne & Dolan, Inc. has submitted its 1<sup>st</sup> request for partial payment in the amount of \$983,998.19.

**PRIOR ACTION TAKEN:**

This matter has not been reviewed previously by the Board.

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

The project was substantially completed in June. The contractor has several punch list items that still need to be completed. Engineer Biwer recommends approval of partial payment request #1 from Payne & Dolan, Inc. 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 request for partial payment #1 from Payne and Dolan in the amount of \$983,998.19 for work on the 2023 Roadway Improvements Program (Somers Estates)”*

ATTACHMENTS:

Engineer Biwer Recommendation on the 2023 Roadway Improvements Program (Somers Estates)-Payment #1

July 26, 2023

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

**Subject: Somers Estates Roadway Improvements -- Payment Recommendation**

Dear Brandi,

Enclosed is an Application for Payment from Payne & Dolan, Inc., Contractor, for work performed for the Somers Estates Roadway Improvements Project. A partial lien waiver is also attached. The following is our opinion of the amount due and payable to the Contractor:

Contract Price Including Change Order #1	\$1,231,359.21
Work Completed to Date	\$1,035,787.57
Less Amount Retained	<u>(\$51,789.38)</u>
Subtotal	\$983,998.19
Less Previous Payments	<u>(\$0.00)</u>
Total Amount Due for Partial Payment 1	\$983,998.19

**We recommend payment to Payne & Dolan, Inc. for \$983,998.19.**

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

P:\SOMEV\230308-SOMERS ESTATES ROADWAY IMPROVEMENTS\CONSTRUCTION\PAY APPLICATIONS\PAY APP #1\PAY REQUEST #1 RECOMMENDATION.DOC

## Contractor's Application for Payment No. 1

	Application Period: <b>May 1, 2023</b> thru <b>July 1, 2023</b>	Application Date: <b>July 20, 2023</b>
To (Owner): <b>Village of Somers</b>	From (Contractor): <b>Payne &amp; Dolan, Inc.</b>	Via (Engineer):
Project: <b>2023 Roadway Improvements</b>	Contract: <b>Village of Somers 2023 Roadway Improvements</b>	
Owner's Contract No.:	Contractor's Project No.: <b>253792</b>	Engineer's Project No.:

**Application For Payment  
Change Order Summary**

Number	Additions	Deductions	
TOTALS			
NET CHANGE BY CHANGE ORDERS			

1. ORIGINAL CONTRACT PRICE.....	\$ <b>\$1,223,109.21</b>
2. Net change by Change Orders.....	\$ <b>\$8,250.00</b>
3. Current Contract Price (Line 1 ± 2).....	\$ <b>\$1,231,359.21</b>
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ <b>\$1,035,787.57</b>
5. RETAINAGE:	
a. 5% X _____ Work Completed.....	\$ <b>\$51,789.38</b>
b. X _____ Stored Material.....	\$ _____
c. Total Retainage (Line 5a + Line 5b).....	\$ <b>\$51,789.38</b>
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ <b>\$983,998.19</b>
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ _____
8. LESS LIQUIDATED DAMAGES .....	\$ _____
9. LESS ADDITIONAL ENGINEERING COSTS .....	\$ _____
10. AMOUNT DUE THIS APPLICATION.....	\$ <b>\$983,998.19</b>
11. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ <b>\$22,827.78</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 of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

DocuSigned by:

By: Raymond A. Postotnik Date: 07/20/2023

3E05A6B602AF407...

Payment of: \$983,998.19  
(Line 10 or other - attach explanation of the other amount)

is recommended by: Baxter & Woodman \_\_\_\_\_ (Date)

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

is approved by: \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

Approved by: \_\_\_\_\_ Funding Agency (if applicable) \_\_\_\_\_ (Date)

Endorsed by the Construction Specifications Institute.

Village of Somers, WI  
Somers Estates Roadway Improvements

Bid Date/Time: March 30, 2023/10:00 AM  
Engineer's Job No. 230308.40

				Payne & Dolan, Inc. Bid Prices		Pay App #1	
No.	Item	Bid Quantity	Unit	Unit Price	Total	Quantity	Total
<b>PART 1 - SOUTH SECTION</b>							
1	MOBILIZATION/PUBLIC MEETING	1	LSUM	\$ 20,300.00	\$ 20,300.00	1	\$ 20,300.00
2	CONSTRUCTION LAYOUT AND STAKING	1	LSUM	\$ 6,200.00	\$ 6,200.00	1	\$ 6,200.00
3	ASPHALTIC SURFACE REMOVAL - FULL DEPTH MILL (6-	6,152	SY	\$ 6.20	\$ 38,142.40	6333	\$ 39,264.60
4	PCC CURB & GUTTER REMOVAL AND REPLACEMENT	800	LF	\$ 49.00	\$ 39,200.00	488	\$ 23,912.00
5	STORM INLET ADJUSTMENT	11	EACH	\$ 1,900.00	\$ 20,900.00	11	\$ 20,900.00
6	STORM MH ADJUSTMENT	6	EACH	\$ 860.00	\$ 5,160.00	6	\$ 5,160.00
7	BASE REPAIR	1,723	CY	\$ 36.00	\$ 62,028.00		\$ -
8	SUBGRADE REPAIR	731	TON	\$ 19.00	\$ 13,889.00		\$ -
9	HMA PAVEMENT - 5LT 1-1/2-INCH UPPER LAYER	6,152	SY	\$ 6.63	\$ 40,787.76	6333	\$ 41,987.79
10	HMA PAVEMENT - 3 LT 2-1/4-INCH MIDDLE LAYER	6,152	SY	\$ 8.81	\$ 54,199.12	6333	\$ 55,793.73
11	HMA PAVEMENT - 3LF 2-1/4-INCH LOWER LAYER	6,152	SY	\$ 9.14	\$ 56,229.28	6333	\$ 57,883.62
12	SANITARY MH FRAME ADJUSTMENT W/CHIMNEY SEAL	2	EACH	\$ 1,100.00	\$ 2,200.00		\$ -
13	INLET PROTECTION	11	EACH	\$ 55.00	\$ 605.00	11	\$ 605.00
14	TRAFFIC CONTROL AND PROTECTION	1	LSUM	\$ 6,459.67	\$ 6,459.67	1	\$ 6,459.67
<b>PART 1 - SOUTH SECTION:</b>					<b>\$ 366,300.23</b>		<b>\$ 278,466.41</b>
<b>PART 2 - EAST SECTION</b>							
15	MOBILIZATION/PUBLIC MEETING	1	LSUM	\$ 13,100.00	\$ 13,100.00	1	\$ 13,100.00
16	CONSTRUCTION LAYOUT AND STAKING	1	LSUM	\$ 8,300.00	\$ 8,300.00	1	\$ 8,300.00
17	ASPHALTIC SURFACE REMOVAL-FULL DEPTH MILL (6-	8,198	SY	\$ 6.15	\$ 50,417.70	8417	\$ 51,764.55
18	PCC CURB & GUTTER REMOVAL AND REPLACEMENT	800	LF	\$ 49.00	\$ 39,200.00	421	\$ 20,629.00
19	STORM INLET ADJUSTMENT	19	EACH	\$ 1,900.00	\$ 36,100.00	18	\$ 34,200.00
20	STORM MH ADJUSTMENT	11	EACH	\$ 860.00	\$ 9,460.00	7	\$ 6,020.00
21	BASE REPAIR	574	CY	\$ 36.00	\$ 20,664.00	16	\$ 576.00
22	SUBGRADE REPAIR	244	TON	\$ 19.00	\$ 4,636.00		\$ -
23	HMA PAVEMENT - 5LT 1-1/2-INCH UPPER LAYER	8,198	SY	\$ 6.72	\$ 55,090.56	8417	\$ 56,562.24
24	HMA PAVEMENT - 3LT 2-1/4 -INCH MIDDLE LAYER	8,198	SY	\$ 9.09	\$ 74,519.82	8417	\$ 76,510.53
25	HMA PAVEMENT - 3LT 2-1/4 -INCH LOWER LAYER	8,198	SY	\$ 9.06	\$ 74,273.88	8417	\$ 76,258.02
26	SANITARY MH FRAME ADJUSTMENT W/CHIMNEY SEAL	9	EACH	\$ 1,100.00	\$ 9,900.00		\$ -
27	INLET PROTECTION	19	EACH	\$ 55.00	\$ 1,045.00	19	\$ 1,045.00
28	TRAFFIC CONTROL AND PROTECTION	1	LSUM	\$ 6,459.67	\$ 6,459.67	1	\$ 6,459.67
<b>PART 2 - EACH SECTION:</b>					<b>\$ 403,166.63</b>		<b>\$ 351,425.01</b>
<b>PART 3 - WEST SECTION</b>							
29	MOBILIZATION/PUBLIC MEETING	1	LSUM	\$ 14,900.00	\$ 14,900.00	1	\$ 14,900.00
30	CONSTRUCTION LAYOUT AND STAKING	1	LSUM	\$ 9,700.00	\$ 9,700.00	1	\$ 9,700.00
31	ASPHALTIC SURFACE REMOVAL - FULL DEPTH MILL (6-	9,852	SY	\$ 6.15	\$ 60,589.80	10097	\$ 62,096.55
32	PCC CURB & GUTTER REMOVAL AND REPLACEMENT	800	LF	\$ 43.00	\$ 34,400.00	419	\$ 18,017.00
33	STORM INLET ADJUSTMENT	16	EACH	\$ 1,900.00	\$ 30,400.00	16	\$ 30,400.00
34	STORM MH ADJUSTMENT	11	EACH	\$ 860.00	\$ 9,460.00	9	\$ 7,740.00
35	BASE REPAIR	690	CY	\$ 36.00	\$ 24,840.00	178	\$ 6,408.00
36	SUBGRADE REPAIR	293	TON	\$ 19.00	\$ 5,567.00		\$ -
37	HMA PAVEMENT - 5LT 1-1/2-INCH UPPER LAYER	9,852	SY	\$ 6.65	\$ 65,515.80	10097	\$ 67,145.05
38	HMA PAVEMENT - 3LT 2-1/4-INCH MIDDLE LAYER	9,852	SY	\$ 9.10	\$ 89,653.20	10097	\$ 91,882.70
39	HMA PAVEMENT - 3LT 2-1/4-INCH LOWER LAYER	9,852	SY	\$ 8.94	\$ 88,076.88	10097	\$ 90,267.18
40	SANITARY MH FRAME ADJUSTMENT W/CHIMNEY SEAL	12	EACH	\$ 1,100.00	\$ 13,200.00		\$ -
41	INLET PROTECTION	16	EACH	\$ 55.00	\$ 880.00	16	\$ 880.00
42	TRAFFIC CONTROL AND PROTECTION	1	LSUM	\$ 6,459.67	\$ 6,459.67	1	\$ 6,459.67
<b>PART 3 - WEST SECTION:</b>					<b>\$ 453,642.35</b>		<b>\$ 405,896.15</b>
<b>TOTAL OF PARTS 1, 2, and 3:</b>					<b>\$ 1,223,109.21</b>		<b>\$1,035,787.57</b>

# PARTIAL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: **July 26, 2023**

1. Claimant's Name: **PAYNE & DOLAN, INC.**  
 Claimant's Address: **1700 120th Avenue, Kenosha, WI 53144**
2. Property Improved by Contractor's Work (check one):  
 Project Name: Somers Estates Roadway Improvements, Village of Somers, Kenosha County, WI (Engineers Job#230308.40)  
 Legal description attached.
3. Contractor's Work furnished at the request of: (name of party which requested or contracted for work)

**VILLAGE OF SOMERS  
PO Box 197  
Somers, WI 53171**

4. Waiver of lien rights, contingent upon receipt of payment, is made for (select one):  
 The following work:  
 (insert description of type of labor, services, material, plans or specifications supplied by Contractor, including percentage performed dollar value, and dates as necessary to accurately describe the Work being waived, stating exceptions, if any)  
 All Work to date of this Waiver in the amount of: **\$\$1,035,787.57**
5. Title Companies, Lenders or others may require disclosure of the Contractor's subcontractors and material suppliers before disbursement of funds related to the Contractor's above-described Work. If so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any portion of the Work being waived:  
 (attach additional sheets if necessary)

CONTRACTOR NAME: PAYNE & DOLAN, INC.

DocuSigned by:  
By: Raymond A. Postotnik  
5E05A6B602AF467... (signature)

Authorized Agent's Name: RAYMOND A. POSTOTNIK  
(print name of person signing above)

Title: AGENT

Address: 1700 120th Avenue, Kenosha, WI 53144

Telephone Number: 262-859-3081

NOTE: This is a conditional waiver of lien rights in that the validity of this waiver is dependent upon the actual receipt of payment. If the check issued is returned "NSF" or payment stopped, this waiver of lien is void.

§779.05 Waivers of Lien. Provides, in part "(1) Any document signed by a lien claimant or potential claimant and purporting to be a waiver of construction lien rights under this subchapter, is valid and binding as a waiver whether or not consideration was paid therefor and whether the document was signed before or after the labor or material was furnished or contracted for. Any ambiguity in such document shall be construed against the person signing it. Any waiver document shall be deemed to waive all lien rights of the signer for all labor, services, material, plans or specifications performed, furnished or procured, or to be performed, furnished or procured by the claimant at any time for the improvement to which the waiver relates, except to the extent that the document specifically and expressly limits the waiver to apply to a particular portion of such labor, services, material, plans or specifications. A lien claimant or potential lien claimant of whom a waiver is requested is entitled to refuse to furnish a waiver unless paid in full for the labor, services, material, plans or specifications to which the waiver relates. A waiver furnished is a waiver of lien rights only, and not of any contract rights of the claimant otherwise existing."

Contractor's failure to pay its subcontractors or material suppliers from monies received for its Work may result in civil or criminal liability under Wisconsin's theft by contractor statute, §779.02(5), Wis. Stats.



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

---

**MEETING DATE:** August 8<sup>th</sup>, 2023

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

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

**AGENDA ITEM:** #13 Discussion and possible action on change order #5 from Musson Brothers Incorporated for Sheridan Road Sanitary Sewer Rehab

---

**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. Through previous change orders the contract price moved to \$4,878,412.09. Baxter Woodman and Musson have requested that change order #5 be approved. This change order revises the completion date of the of the project to the last day that work was completed by Musson. The Village now considers this project complete. Those properties that could not be lined under this project will receive a refund their \$1,000 deposit.

**PRIOR ACTION TAKEN:**

Change order #5 has not been previously reviewed by the Board.

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

Engineer Biwer has reviewed the requests and recommends approval of Change Order #5. In the event the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

#13

*“Motion to approve action on change order #5 from Musson Brothers Incorporated for Sheridan Road Sanitary Sewer Rehab”*

**ATTACHMENTS:**

Change Order # 5 – Musson Brothers, Inc.

CHANGE ORDER #5

**PROJECT:** Sheridan Road Area Sanitary Sewer Improvements **DATE OF ISSUANCE:** August 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:** Musson Bros., Inc.  
1522 Pearl St.  
Waukesha, WI 53186

**ENGINEER's Project No.** 190332.62

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

**Description:** Revised completion date to the last date construction took place.

**Purpose of Change Order:** Requirement of the DNR Clean Water Loan

**Attachments:** None

**CHANGE IN CONTRACT PRICE:**

Original Contract Price: \$4,854,937.09

Previous Change Orders:  
No. 1 to No. 4 \$23,475.00

Current Contract Price: \$4,878,412.09

Net increase of this Change Order: \$0.00

Contract Price with this Change Order: \$4,878,412.09

**CHANGE IN CONTRACT TIME:**

Original Contract Time:  
Substantial Completion: October 31, 2021  
Completion: December 31, 2021

Change from previous Change Orders:  
Completion: May 27, 2022

Current Contract Time:  
Substantial Completion: October 31, 2021  
Completion: May 27, 2022

Net Increase of this Change Order: 412 Calendar days

Contract Time with this Change Order:  
Substantial Completion: October 31, 2021  
Completion: July 13, 2023

**PREPARED BY:**

BAXTER & WOODMAN, INC.

*Brett D. Biver*

By \_\_\_\_\_

Brett D. Biver, P.E.  
Project Manager

**APPROVED:**

VILLAGE OF SOMERS, WI

George Stoner  
Village President

By \_\_\_\_\_

**ACCEPTED:**

Musson Bros., INC.

*[Signature]*

By \_\_\_\_\_

Michael J. Sikma  
President

*Nick Ellman  
Division Manager*



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

---

**MEETING DATE:** August 8, 2023

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

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

**AGENDA ITEM:** #14 Action on recommendation to approve Operator licenses

---

**BACKGROUND:**

Nicole Eisenbraun, Katherine Bolander, and Ian Bischoff 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: Operators applications, a suggested motion would be as follows:

*“Motion to approve Operator Licenses: Nicole Eisenbraun, Katherine Bolander, and Ian Bischoff”*

**ATTACHMENTS:**

NONE