

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

**Village Board Meeting
Agenda
Tuesday, September 26, 2023
5:30 p.m.**

Village Board Meeting:	
Item #	
1	Call to order
2	Pledge of Allegiance
3	Consent and Approval of Minutes of Regular meetings on September 12, 2023, Vouchers dated September 14, 2023, and September 21, 2023, ACH Payments for August 2023
4	Correspondence:
5	Citizens Comments
6	President and Trustee Comments
7	Discussion and possible action on change order # 2 from Payne & Dolan, Inc. in the amount of for work on the 2023 Roadway Improvements Program (Somers Estates)
8	Action on application for Class “B” (Picnic) Beer License from Hyslop Foundation DBA Hawthorn Hollow Nature Sanctuary & Arboretum for their Observatory Fundraising Gala on September 30, 2023, and their Harvest Hootenanny Fall Festival on October 8, 2023. Located at 880 Green Bay Road, Kenosha, Wisconsin 53144, and requests to waive fees
9	Action on applications for Class “B” (Picnic) Beer Licenses from Kenosha Shrine Club for four events dated: September 30 th - October 1 st , October 7 th – October 8 th , October 14 th -October 15 th , and October 28 th – October 29 th 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.
10	Action on Preliminary Resolution 2023-015 to Levy Special Charges to the 2023 tax roll
11	Approval of Operator’s Licenses: Justine Kane, Alyssa Rasch
12	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the September 26, 2023 Village Board Meeting & Agenda in 1 public place & on the Village website.

Dated this 22nd day of September 2023

Brandi Baker, Clerk-Treasurer

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

**Village of Somers
Proceedings from the Regular Board Meeting September 12, 2023**

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

Trustee Harbach moved to elect Trustee Ostby as President Pro-Tem

Seconded by Trustee Fredrick. Motion carried. 4-0 vote.

Trustee Ostby led the Pledge of Allegiance.

Present: Trustees Karl Ostby, Scott Fredrick, Ben Harbach, and Joe Smith. President George Stoner, and Trustees Jackie Nelson and Jack Aupperle were 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 August 22, 2023 Vouchers dated August 24, 2023, August 28, 2023, August 31, 2023, and September 7, 2023 and August Building Report

Trustee Harbach moved to approve Minutes of Regular meetings on August 22, 2023 Vouchers dated August 24, 2023, August 28, 2023, August 31, 2023, and September 7, 2023 and August Building Report.

Seconded by Trustee Fredrick. Motion carried. 4-0 vote.

Correspondence

None

Citizen Comments

None

President and Trustee Comments

Trustee Ostby mentioned the Pritzker Museum Soft Opening on September 13, 2023.

Action on proposed Third Amendment to the Developer's Agreement Between the Village of Somers and Golden Oil Co., Inc. and Somers USA, LLC

Trustee Harbach moved to approve proposed Third Amendment to the Developer's Agreement Between the Village of Somers and Golden Oil Co., Inc. and Somers USA, LLC

Seconded by Trustee Fredrick. Motion carried. 4- 0 vote.

Action on awarding bid received for Offsite Public Utility Plans for Bobcat Plus Improvement Project to The Wanasek Corp. in the amount of \$244,445.00

Trustee Smith moved to approve awarding bid received for Offsite Public Utility Plans for Bobcat Plus Improvement Project to The Wanasek Corp. in the amount of \$244,445.00.

Seconded by Trustee Harbach. Motion carried. 4-0 vote.

Engineer Biver explained the bids.

Action on proposed Resolution 2023-014, A Resolution regarding Reservations made for the Veterans Park Pavilion

Trustee Harbach moved to approve proposed Resolution 2023-014; A Resolution regarding Reservations made for the Veterans Park Pavilion.

Seconded by Trustee Smith. 4-0 vote.

Action on proposed Ordinance 2023-029, relating to Veterans Park Pavilion

Trustee Fredrick moved to waive first reading of Ordinance No 2023-029.

Seconded by Trustee Harbach. Motion carried. 4-0 vote

Trustee Harbach moved to approve proposed Ordinance 2023-029, an Ordinance relating the Veterans Park Pavilion.

Seconded by Trustee Fredrick. Motion carried. 4-0 vote.

Action on proposed Ordinance 2023-030, An Ordinance to Create Section ZN 9.01 of the Code of Ordinances of the Village of Somers Relating to Solar Energy Systems

Trustee Harbach moved to waive first reading of Ordinance No 2023-030.

Seconded by Trustee Smith. Motion carried. 4-0 vote.

Trustee Harbach moved to approve approve proposed Ordinance 2023-030, An Ordinance to Create Section ZN 9.01 of the Code of Ordinances of the Village of Somers Relating to Solar Energy Systems.

Seconded by Trustee Fredrick. Motion carried. 4-0 vote.

Building Inspector Scott Seymour explained the inspections and federal standards.

Action on proposed Ordinance 2023-031, An Ordinance to Create Section ZN 4.02(2)(d)14, Repeal and Recreate ZN 4.03(1)(c)4, Section ZN 4.03(2)(c)4, Section ZN 4.03(3)(c)4, Section ZN 4.03(4)(c)4, Section ZN 4.03(6)(c)4,Section

ZN 4.03(7)(c)4, Section ZN 4.03(8)(c)4, Section ZN 4.03(9)(c)4,Section ZN 4.03(10)(c)3, Section ZN 4.03(11)(c)3, Section ZN 4.03(12)(c)3,Section ZN 4.03(13)(c)3, Section ZN 4.04(1)(c)5, Section ZN 4.04(2)(c)5, Section ZN 4.04(3)(c)5, Section ZN 4.04(4)(c)4, Section ZN 4.04(5)(c)5,Section ZN 4.04(7)(c)5, Section ZN 4.05(1)(c)5, Section ZN 4.05(2)(c)6,Section ZN 4.06(1)(c)4, Section ZN 4.06(2)(c)4, Section ZN 4.07(2)(c)6 and to Repeal Section ZN 4.04(8)(c)25 of the Code of Ordinances of the Village of Somers Relating to Solar Energy Systems

Trustee Smith moved to waive the first reading of Ordinance No 2023-031.

Seconded by Trustee Harbach. Motion carried. 4-0 vote.

Trustee Harbach moved to approve proposed Ordinance 2023-031, An Ordinance to Create sections listed in the item number 12 of the agenda.

Seconded by Trustee Smith. Motion carried 4-0 vote.

Action on application for Special Event Permit from Palmen Auto Stores for their Employee Family Picnic, at Hawthorn Hollow located at 880 Green Bay Road, Kenosha Wi for Special Event Permit from Palmen Motors for their Employee Company Picnic on October 15, 2023

Trustee Harbach moved to approve application for Special Event Permit from Palmen Auto Stores for their Employee Family Picnic, at Hawthorn Hollow located at 880 Green Bay Road, Kenosha Wi 53144

Seconded by Trustee Smith. Motion carried. 4-0 vote.

Approval of Operator's Licenses: Kevin Shute, Heather Rich, Gianna Hunt, And Madelyn McGuire

Trustee Harbach moved to approve Operator License for Kevin Shute, Heather Rich, Gianna Hunt, and Madelyn McGuire.

Seconded by Trustee Fredrick. Motion carried. 4-0 vote.

Adjourn

Trustee Harbach moved to Adjourn at 5:42 pm.

Seconded by Trustee Smith. Motion carried. 4-0 vote

Drafted this 15th day of September by Brandi Baker Clerk/Treasurer

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

09/14/2023 12:54 PM
 User: HKRUK
 DB: Somers

CHECK REGISTER FOR VILLAGE OF SOMERS
 CHECK DATE FROM 09/14/2023 - 09/14/2023

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
09/14/2023	POOL	62300	AIR001	AIRGAS USA, LLC	379.55
09/14/2023	POOL	62301	AJG001	ARTHUR J GALLAGHER RISK MGMT	986.34
09/14/2023	POOL	62302	CGENTERPRI	C.G. ENTERPRISES	1,600.00
09/14/2023	POOL	62303	CENTURYL	CENTURYLINK	13.31
09/14/2023	POOL	62304	SPECTRUM	CHARTER COMMUNICATIONS	139.98
09/14/2023	POOL	62305	HEDGESE	ELLEN HEDGES	1,000.00
09/14/2023	POOL	62306	FAS001	FASTENAL COMPANY	56.39
09/14/2023	POOL	62307	GAT001	GATEWAY TECHNICAL COLLEGE	135.00
09/14/2023	POOL	62308	STO001	GEORGE STONER	148.69
09/14/2023	POOL	62309	HWY001	HIGHWAY C SERVICE INC	222.30
09/14/2023	POOL	62310	PETERS	JASON PETERS	45.14
09/14/2023	POOL	62311	KARP	KARP & IANCU SC	966.00
09/14/2023	POOL	62312	KCSHERIF	KENOSHA CO SHERIFF DEPT	62,002.95
09/14/2023	POOL	62313	MCDEVITTS	MCDEVITTS TOWING & REPAIR	7,283.83
09/14/2023	POOL	62314	NAP001	NAPA AUTO PARTS	53.48
09/14/2023	POOL	62315	PAT001	PATS SERVICES INC	9,585.00
09/14/2023	POOL	62316	RLBHYD	RLB HYDRAULIC SERVICE INC	845.46
09/14/2023	POOL	62317	LWALLEN	SJE	722.52
09/14/2023	POOL	62318	PEARCES	SUSAN L PEARCE	248.08
09/14/2023	POOL	62319	THEJOURNAL	THE JOURNAL TIMES	146.44
09/14/2023	POOL	62320	USA001	USABLUEBOOK	4,129.16
09/14/2023	POOL	62321	WEE001	WE ENERGIES	140.83
09/14/2023	POOL	62322	WEE001	WE ENERGIES	6,894.85
09/14/2023	POOL	62323	WEE002	WE ENERGIES	1,832.82
09/14/2023	POOL	62324	DNR001	WI DEPT OF NATURAL RESOURCES	50.00
09/14/2023	POOL	62325	WIHUMANE	WISCONSIN HUMANE SOCIETY	894.43

POOL TOTALS:

Total of 26 Checks:	100,522.55
Less 0 Void Checks:	0.00
Total of 26 Disbursements:	<u>100,522.55</u>

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
09/21/2023	POOL	170 (E)	KWIKTRIP	KWIK TRIP INC	6,341.87
09/21/2023	POOL	171 (E)	SAMSMC	SAM'S CLUB MC/SYNCE	3,705.29
09/21/2023	POOL	172 (E)	WID002	WI DEPT OF JUSTICE	84.00
09/21/2023	POOL	62330	BTM001	BOUND TREE MEDICAL LLC	3,078.74
09/21/2023	POOL	62331	EIA001	EIASEW INC	15.00
09/21/2023	POOL	62332	GAT001	GATEWAY TECHNICAL COLLEGE	560.00
09/21/2023	POOL	62333	JCLICHT	JC LICHT LLC	7.59
09/21/2023	POOL	62334	JEF001	JEFFERSON FIRE & SAFETY INC	640.00
09/21/2023	POOL	62335	SCRUGGS	JOE SCRUGGS	350.00
09/21/2023	POOL	62336	KWU001	KENOSHA WATER UTILITY	10,129.76
09/21/2023	POOL	62337	MCRMED	MCR MEDICAL SUPPLY	1,872.95
09/21/2023	POOL	62338	NAP001	NAPA AUTO PARTS	100.49
09/21/2023	POOL	62339	PAT001	PATS SERVICES INC	150.00
09/21/2023	POOL	62340	PLUMBING	PIASEW	40.00
09/21/2023	POOL	62341	QUADIENT	QUADIENT FINANCE USA INC	500.00
09/21/2023	POOL	62342	REGFEE	REGISTRATION FEE TRUST	20.00
09/21/2023	POOL	62343	RICOHUSA	RICOH USA, INC	193.43
09/21/2023	POOL	62344	STAPLEAD	STAPLES	156.86
09/21/2023	POOL	62345	STRAND	STRAND ASSOCIATES INC	110.00
09/21/2023	POOL	62346	TAP001	TAPCO	175.14
09/21/2023	POOL	62347	ULINE	ULINE	1,028.75
09/21/2023	POOL	62348	USPOST	US POSTMASTER	476.32
09/21/2023	POOL	62349	VILLSOM	VILLAGE OF SOMERS	60,140.40
09/21/2023	POOL	62350	VONBRIES	VON BRIESEN & ROPER SC	427.00
09/21/2023	POOL	62351	WEE001	WE ENERGIES	114.30
09/21/2023	POOL	62352	WEE001	WE ENERGIES	340.62
09/21/2023	POOL	62353	WELDSTAR	WELDSTAR COMPANY	757.03
09/21/2023	POOL	62354	WIDOA	WI DEPT OF ADMINISTRATION	175.00

POOL TOTALS:

Total of 28 Checks:	91,690.54
Less 0 Void Checks:	0.00
Total of 28 Disbursements:	91,690.54

Village of Somers

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

<u>DATE</u>	<u>CHECK#</u>	<u>PAYABLE TO</u>	<u>AMOUNT</u>
8/3/2023	ACH	PNP BILL PAY	\$ 5,426.47
8/8/2023	62141	BRIGHTHOUSE FINANCIAL	\$ 575.00
8/9/2023	EFT864	WI SCTF	\$ 1,431.04
8/11/2023	EFT862	INTERNAL REVENUE SERVICE	\$ 24,198.45
8/11/2023	ACH	SOMERS PAYROLL	\$ 67,403.91
8/11/2023	EFT863	WI DEPT. OF REVENUE	\$ 3,977.64
8/11/2023	EFT865	SOMERS FIRE FIGHTERS	\$ 300.00
8/11/2023	EFT866	WISCONSIN DEFERRED COMP	\$ 805.48
8/11/2023	ACH	ANALYSIS LOSS FEE/MISC FEE	\$ 508.14
8/17/2023	ACH	SAM'S CLUB	\$ 2,204.93
8/17/2023	ACH	PNP BILL PAY	\$ 124.00
8/21/2023	EFT868	EMPLOYEE TRUST FUNDS	\$ 45,047.32
8/22/2023	ACH	WI ONLINE RECORD	\$ 56.00
8/22/2023	ACH	KWIK TRIP	\$ 4,827.03
8/22/2023	62193	SECURIAN FINANCIAL GROUP, INC	\$ 1,043.46
8/22/2023	62194	SECURIAN FINANCIAL GROUP, INC	\$ 42.34
8/22/2023	62195	BRIGHTHOUSE FINANCIAL	\$ 575.00
8/23/2023	EFT876	WI SCTF	\$ 1,431.04
8/23/2023	ACH	PNP BILL PAY	\$ 200.50
8/24/2023	ACH	WIRE TRANSFER (BOND PAYMNT 2021A)	\$ 61,750.00
8/24/2023	ACH	WIRE TRANSFER (BOND PAYMNT 2021B)	\$ 5,340.00
8/24/2023	EFT877	WI EMPLOYEE TRUST FUNDS	\$ 30,814.27
8/25/2023	ACH	SOMERS PAYROLL	\$ 65,562.66
8/25/2023	EFT869	INTERNAL REVENUE SERVICE	\$ 23,995.60
8/25/2023	EFT870	WI DEPT. OF REVENUE	\$ 3,923.00
8/25/2023	EFT874	WISCONSIN DEFERRED COMP	\$ 812.97
8/25/2023	EFT875	SOMERS FIRE FIGHTERS	\$ 300.00
8/29/2023	ACH	PNP BILL PAY	\$ 224.80
8/31/2023	ACH	PNP BILL PAY	\$ 98.80
8/31/2023	EFT871	DELTA DENTAL	\$ 2,833.20
8/31/2023	EFT872	DELTA DENTAL & VISION	\$ 189.30
8/31/2023	EFT873	AFLAC INSURANCE	\$ 543.04
8/31/2023	EFT878	LIBERTY NATIONAL	\$ 1,401.08
		TOTAL	\$ 357,966.47



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

MEETING DATE: September 26, 2023

TO: Village President Stoner and Village Trustees

PREPARED BY: Brandi Baker, Clerk/Treasurer

AGENDA ITEM: #7 Discussion and possible action on change order #2 from Payne & Dolan, Inc. for a decrease of \$148,841.64 to the contract for work on the 2023 Roadway Improvements Program (Somers Estates).

BACKGROUND:

On April 11th, the Village Board awarded the bid for the 2023 Roadway Improvements Program (Somers Estates) to Payne & Dolan in the amount of \$1,223,109.21. On June 27, 2023, Village approved a Change Order #1.

The Village has received a request for Change Order # 2. The net decrease to the contract would be \$148,841.64. New contract price to be \$1,082,517.57.

PRIOR ACTION TAKEN:

This matter has not been reviewed previously by the Board.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Engineer Biver recommends approval of change order #2 from Payne & Dolan, Inc. in the amount of \$148,841.64 for work on the 2023 Roadway Improvements Program (Somers Estates). In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to approve change order #2 from Payne & Dolan, Inc. a decrease in the amount of \$148,841.64 for work on the 2023 Roadway Improvements Program (Somers Estates)”

ATTACHMENTS:

Change Order #2 – Payne & Dolan, Inc.

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CHANGE ORDER #2

PROJECT: Somers Estates Roadway Improvements	DATE OF ISSUANCE: September 21, 2023
OWNER: Village of Somers 7511 12 th St. Somers, WI 53171	ENGINEER: Baxter & Woodman, Inc. 256 S. Pine St. Burlington WI, 53105
CONTRACTOR: Payne & Dolan, Inc. 1700 120 th Avenue Kenosha, WI 53144	ENGINEER's Project No. 230308.60

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

Description:

- Remove and replace 64-feet of curb & gutter, mill a 2-inch thick 4-foot wide strip of asphalt adjacent to the curb & gutter and repave with hot-mix asphalt, and restore the lawn behind the curb. The work is located at 2625 11th Street.
- Project Close-Out.

Purpose of Change Order:

- There is a portion of curb & gutter that settled due to a utility trench and needs to be replaced. The settled curb is causing water to pool in front of the driveway.
- Quantify completed work and zero out contract.

Attachments:

- Contractor's Change Order Proposal. (Increase \$23,000.00)
- List of quantities and cost. (Decrease \$171,841.64)

CHANGE IN CONTRACT PRICE:Original Contract Price: \$1,223,109.21Previous Change Orders:
No. 1 to No. \$8,250.00Current Contract Price: \$1,231,359.21Net decrease of this Change Order: \$(148,841.64)Contract Price with this Change Order: \$1,082,517.57**CHANGE IN CONTRACT TIME:**Original Contract Time:
Substantial Completion: September 1, 2023
Completion: December 29, 2023

Change from previous Change Orders: None

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

Net Increase of this Change Order: None

Contract Time with this Change Order:
Substantial Completion: September 1, 2023
Completion: December 29, 2023**PREPARED BY:**
BAXTER & WOODMAN, INC.**APPROVED:**
VILLAGE OF SOMERS, WI**ACCEPTED:**
PAYNE & DOLAN, INC.By _____
Brett D. Biwer, P.E.
Project ManagerBy _____
George Stoner
Village PresidentBy _____
DocuSigned by:
Todd Hughes
Todd B. Hughes
Vice President

CHANGE ORDER FORM

00 63 63-1

10 of 48

Area Office
1740 120th Avenue
Kenosha, WI 53144



Shane E. Hollerich
Direct: 262-859-3081
Cell: 262-366-5304
Fax: 262-859-3031
SHollerich@WalbecGroup.com

PROPOSAL

SUBMITTED TO:
Plan Holder

DATE: September 12th, 2023
PHONE: **FAX:**
JOB NAME: V/O Somers CO 2: Curb Replacement
JOB LOCATION: Kenosha, WI
PLAN DATE: N/A

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

Base Proposal Change Order #2

- Remove and replace curb and gutter in the 64' section marked by Engineer.
- Mill a 4' wide area along curb at a 2" depth and replace asphalt in kind.

Change Order #2: \$23,000.00

Job Specific Notes:

- Staking for curb to be provided by others.

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

Thank you!

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

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

~~PRIOR TO PAYNE & DOLAN, INC. BEGINNING WORK UNDER THIS CONTRACT, OWNER/CONTRACTOR SHALL PROVIDE EVIDENCE THAT THE FOLLOWING PAYMENT TERM IS MET OR PAID AND IS ACCEPTABLE TO PAYNE & DOLAN, INC. TO FULFILL THEIR OBLIGATIONS UNDER THIS CONTRACT: **CONTRACT PAYMENT SCHEDULE**
PLEASE CALL SARAH BALDRIDGE AT (262) 859-3251 TO GET APPROVAL ON YOUR PROPOSED PAYMENT SCHEDULE OR TO MAKE PAYMENT ARRANGEMENTS.~~

PROPOSAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature: _____
Raymond A. Postotnik, Agent

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

Owner/Contractor: _____ Date: _____

Signature: _____

Job Name: V/O Somers CO 2: Curb Replacement

Date of Proposal: September 12th, 2023

**FINAL QUANTITIES
SOMERS ESTATES ROADWAY IMPROVEMENTS
VILLAGE OF SOMERS**

No.	Item	Unit	BID AMOUNT			FINAL AMOUNT		Bid to Final Difference
			Bid Quantity	Unit Price	Bid Amount	Final Quantity	Final Amount	
PART 1 - SOUTH SECTION								
1	MOBILIZATION/PUBLIC MEETING	LSUM	1	\$ 20,300.00	\$ 20,300.00	1	\$ 20,300.00	\$ -
2	CONSTRUCTION LAYOUT AND STAKING	LSUM	1	\$ 6,200.00	\$ 6,200.00	1	\$ 6,200.00	\$ -
3	ASPHALTIC SURFACE REMOVAL - FULL DEPTH MILL	SY	6,152	\$ 6.20	\$ 38,142.40	6,333	\$ 39,264.60	\$ 1,122.20
4	PCC CURB & GUTTER REMOVE AND REPLACE	LF	800	\$ 49.00	\$ 39,200.00	488	\$ 23,912.00	\$ (15,288.00)
5	STORM INLET ADJUSTMENT	EACH	11	\$ 1,900.00	\$ 20,900.00	11	\$ 20,900.00	\$ -
6	STORM MH ADJUSTMENT	EACH	6	\$ 860.00	\$ 5,160.00	8	\$ 6,880.00	\$ 1,720.00
7	BASE REPAIR	CY	1,723	\$ 36.00	\$ 62,028.00	0	\$ -	\$ (62,028.00)
8	SUBGRADE REPAIR	TON	731	\$ 19.00	\$ 13,889.00	0	\$ -	\$ (13,889.00)
9	HMA PAVEMENT - 5LT 1-1/2-INCH UPPER LAYER	SY	6,152	\$ 6.63	\$ 40,787.76	6,333	\$ 41,987.79	\$ 1,200.03
10	HMA PAVEMENT - 3 LT 2-1/4-INCH MIDDLE LAYER	SY	6,152	\$ 8.81	\$ 54,199.12	6,333	\$ 55,793.73	\$ 1,594.61
11	HMA PAVEMENT - 3LF 2-1/4-INCH LOWER LAYER	SY	6,152	\$ 9.14	\$ 56,229.28	6,333	\$ 57,883.62	\$ 1,654.34
12	SANITARY MH FRAME ADJUSTMENT W/CHIMNEY	EACH	2	\$ 1,100.00	\$ 2,200.00	0	\$ -	\$ (2,200.00)
13	INLET PROTECTION	EACH	11	\$ 55.00	\$ 605.00	11	\$ 605.00	\$ -
14	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$ 6,459.67	\$ 6,459.67	1	\$ 6,459.67	\$ -
PART 1 - SOUTH SECTION TOTAL:					\$ 366,300.23		\$ 280,186.41	\$ (86,113.82)
PART 2 - EAST SECTION								
15	MOBILIZATION/PUBLIC MEETING	LSUM	1	\$ 13,100.00	\$ 13,100.00	1	\$ 13,100.00	\$ -
16	CONSTRUCTION LAYOUT AND STAKING	LSUM	1	\$ 8,300.00	\$ 8,300.00	1	\$ 8,300.00	\$ -
17	ASPHALTIC SURFACE REMOVAL - FULL DEPTH MILL	SY	8,198	\$ 6.15	\$ 50,417.70	8,417	\$ 51,764.55	\$ 1,346.85
18	PCC CURB & GUTTER REMOVE AND REPLACE	LF	800	\$ 49.00	\$ 39,200.00	421	\$ 20,629.00	\$ (18,571.00)
19	STORM INLET ADJUSTMENT	EACH	19	\$ 1,900.00	\$ 36,100.00	18	\$ 34,200.00	\$ (1,900.00)
20	STORM MH ADJUSTMENT	EACH	11	\$ 860.00	\$ 9,460.00	14	\$ 12,040.00	\$ 2,580.00
21	BASE REPAIR	CY	574	\$ 36.00	\$ 20,664.00	16	\$ 576.00	\$ (20,088.00)
22	SUBGRADE REPAIR	TON	244	\$ 19.00	\$ 4,636.00	0	\$ -	\$ (4,636.00)
23	HMA PAVEMENT - 5LT 1-1/2-INCH UPPER LAYER	SY	8,198	\$ 6.72	\$ 55,090.56	8,417	\$ 56,562.24	\$ 1,471.68
24	HMA PAVEMENT - 3LT 2-1/4 -INCH MIDDLE LAYER	SY	8,198	\$ 9.09	\$ 74,519.82	8,417	\$ 76,510.53	\$ 1,990.71
25	HMA PAVEMENT - 3LT 2-1/4 -INCH LOWER LAYER	SY	8,198	\$ 9.06	\$ 74,273.88	8,417	\$ 76,258.02	\$ 1,984.14
26	SANITARY MH FRAME ADJUSTMENT W/CHIMNEY	EACH	9	\$ 1,100.00	\$ 9,900.00	0	\$ -	\$ (9,900.00)
27	INLET PROTECTION	EACH	19	\$ 55.00	\$ 1,045.00	19	\$ 1,045.00	\$ -
28	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$ 6,459.67	\$ 6,459.67	1	\$ 6,459.67	\$ -
PART 2 - EAST SECTION TOTAL:					\$ 403,166.63		\$ 357,445.01	\$ (45,721.62)
PART 3 - WEST SECTION								
29	MOBILIZATION/PUBLIC MEETING	LSUM	1	\$ 14,900.00	\$ 14,900.00	1	\$ 14,900.00	\$ -
30	CONSTRUCTION LAYOUT AND STAKING	LSUM	1	\$ 9,700.00	\$ 9,700.00	1	\$ 9,700.00	\$ -
31	ASPHALTIC SURFACE REMOVAL - FULL DEPTH MILL	SY	9,852	\$ 6.15	\$ 60,589.80	10,097	\$ 62,096.55	\$ 1,506.75
32	PCC CURB & GUTTER REMOVE AND REPLACE	LF	800	\$ 43.00	\$ 34,400.00	419	\$ 18,017.00	\$ (16,383.00)
33	STORM INLET ADJUSTMENT	EACH	16	\$ 1,900.00	\$ 30,400.00	16	\$ 30,400.00	\$ -
34	STORM MH ADJUSTMENT	EACH	11	\$ 860.00	\$ 9,460.00	18	\$ 15,480.00	\$ 6,020.00
35	BASE REPAIR	CY	690	\$ 36.00	\$ 24,840.00	178	\$ 6,408.00	\$ (18,432.00)
36	SUBGRADE REPAIR	TON	293	\$ 19.00	\$ 5,567.00	0	\$ -	\$ (5,567.00)
37	HMA PAVEMENT - 5LT 1-1/2-INCH UPPER LAYER	SY	9,852	\$ 6.65	\$ 65,515.80	10,097	\$ 67,145.05	\$ 1,629.25
38	HMA PAVEMENT - 3LT 2-1/4-INCH MIDDLE LAYER	SY	9,852	\$ 9.10	\$ 89,653.20	10,097	\$ 91,882.70	\$ 2,229.50
39	HMA PAVEMENT - 3LT 2-1/4-INCH LOWER LAYER	SY	9,852	\$ 8.94	\$ 88,076.88	10,097	\$ 90,267.18	\$ 2,190.30
40	SANITARY MH FRAME ADJUSTMENT W/CHIMNEY	EACH	12	\$ 1,100.00	\$ 13,200.00	0	\$ -	\$ (13,200.00)
41	INLET PROTECTION	EACH	16	\$ 55.00	\$ 880.00	16	\$ 880.00	\$ -
42	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$ 6,459.67	\$ 6,459.67	1	\$ 6,459.67	\$ -
PART 3 - WEST SECTION TOTAL:					\$ 453,642.35		\$ 413,636.15	\$ (40,006.20)
CHANGE ORDER #1							\$ 8,250.00	\$ 8,250.00
CHANGE ORDER #2							\$ 23,000.00	\$ 23,000.00
Bid Total:					\$ 1,223,109.21	Final Total:	\$ 1,082,517.57	\$ (140,591.64)

PROJECT SUMMARY

Original Contract Sum: \$ 1,223,109.21
 Net Change by Change Order: \$ (140,591.64) Change Order #1, #2
 Final Contract Sum: \$ 1,082,517.57

CHANGE ORDER SUMMARY

Change Order #1: \$ 8,250.00
 Change Order #2: \$ (148,841.64) Increase \$23,000.00, Decrease \$171,841.64
 \$ (140,591.64)



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

MEETING DATE: September 26, 2023

TO: Village President Stoner and Village Trustees

PREPARED BY: Brandi Baker, Clerk-Treasurer

AGENDA ITEM: #8 Action on application for Class “B” (Picnic) Beer License from Hyslop Foundation DBA Hawthorn Hollow Nature Sanctuary & Arboretum for their Observatory Fundraising Gala on September 30, 2023, and their Harvest Hootenanny Fall Festival on October 8, 2023. Located at 880 Green Bay Road, Kenosha, Wisconsin 53144, and requests to waive fees

BACKGROUND:

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

They have approached the Village to request a Class “B” (Picnic) Beer License for their Observatory Fundraising Gala on September 30, 2023, and their Harvest Hootenanny Fall Festival on October 8, 2023.

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

PRIOR ACTION TAKEN:

This matter was discussed at our September 19th Work Session

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

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

“Motion to approve application for Class “B” (Picnic) Beer License from Hyslop Foundation DBA Hawthorn Hollow Nature Sanctuary & Arboretum for their

Observatory Fundraising Gala on September 30, 2023, and their Harvest Hootenanny Fall Festival on October 8, 2023. Located at 880 Green Bay Road, Kenosha, Wisconsin 53144, and requests to waive fees.”

ATTACHMENTS:

Applications and request waivers



HAWTHORN HOLLOW
NATURE SANCTUARY AND ARBORETUM

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

September 1, 2023

Dear Ms. Baker,

The Hyslop Foundation (DBA Hawthorn Hollow), will be hosting two fundraisers this fall on the following dates:

Sept 30 – Observatory Fundraising Gala

Oct. 08 – Harvest Hootenanny Fall Festival

The sale of 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

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: 09/01/2023

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 09/30/2023 and ending 09/30/2023 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

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

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

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

(Street)

Town Village City

(c) Date organized _____

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

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

(f) Names and addresses of all officers:

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

Vice President _____

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

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

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

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

(a) Street number 880 Green Bay Rd

(b) Lot _____ Block _____

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

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

3. Name of Event

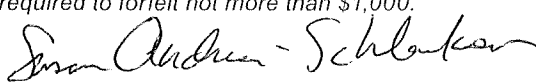
(a) List name of the event Opsevatory Fundraising Gala

(b) Dates of event 09/30/2023

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

 9/1/2023

(Signature / Date)

Hyslop Foundation DBA 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

September 1, 2023

Dear Ms. Baker,

The Hyslop Foundation (DBA Hawthorn Hollow), will be hosting two fundraisers this fall on the following dates:

Sept 30 – Observatory Fundraising Gala

Oct. 08 – Harvest Hootenanny Fall Festival

The sale of 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

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: 09/01/2023

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 10/08/2023 and ending 10/08/2023 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

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

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

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

(Street)

Town Village City

(c) Date organized _____

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

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

(f) Names and addresses of all officers:

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

Vice President _____

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

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

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

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

(a) Street number 880 Green Bay Rd

(b) Lot _____ Block _____

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

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

3. Name of Event

(a) List name of the event Harvest Hootenanny Fall Fundraiser

(b) Dates of event 10/08/2023

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

Susan Andrea Schlotter 9/1/2023
(Signature / Date)

Hyslop Foundation DBA 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: September 26, 2023

TO: Village President Stoner and Village Trustees

PREPARED BY: Brandi Baker, Clerk-Treasurer

AGENDA ITEM: #9 Action on applications for Class “B” (Picnic) Beer Licenses from Kenosha Shrine Club for four events dated: September 30th – October 1st, October 7th – 8th, October 14th – 15th, and October 28th – 29th from 10 a.m. to 5 p.m. each day. Events to be held at Jerry Smith Farm, 7150 18th Street, and a request to waive fees.

BACKGROUND:

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

They approached the Village to request a Class “B” (Picnic) Beer License for four events dated: September 30th – October 1st, October 7th – 8th, October 14th – 15th, and October 28th – 29th from 10 a.m. to 5 p.m. each day.

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

PRIOR ACTION TAKEN:

This matter was discussed at our September 19th 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 applications for Class “B” (Picnic) Beer

Licenses from Kenosha Shrine Club for four events dated: September 30th – October 1st, October 7th – 8th, October 14th –15th, and October 28th – 29th 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.”

ATTACHMENTS:

Temporary Class “B Applications and Event Request Letters

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

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

FEE \$ _____ Application Date: _____
 Town Village City of SOMERS County of 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 SEPT 30TH and ending OCT 1ST and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) → Bona fide Club Church Lodge/Society
 Chamber of Commerce or similar Civic or Trade Organization
 Veteran's Organization Fair Association

(a) Name KENOSHA SHRINE CLUB
 (b) Address 7530-33RD AVE FRONT KENOSHA WI. 53142
(Street) Town Village City

(c) Date organized 1924
 (d) If corporation, give date of incorporation N/A
 (e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:
 President MICHAEL SMITH 11227-25TH AVE. TREVOR WI 53179
 Vice President ROBERT HAGGARTY 6230-10TH ST. KENOSHA WI. 53144
 Secretary JAMES SCHWEITZER 7530-33RD AVE FRONT KENOSHA, 53142
 Treasurer SCOTT HEETER 2310-14TH AVE APT 7 KENOSHA, WI. 53140
 (g) Name and address of manager or person in charge of affair: AMY SMITH 7150-18TH ST KENOSHA, WI. 53144

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

(a) Street number 7150-18TH ST. KENOSHA, WI, 53144
 (b) Lot — Block —
 (c) Do premises occupy all or part of building? NOT FOR SELLING PURPOSES
 (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: WE WILL BE SELLING BEER FROM UNDER A LARGE TENT. BEER WILL BE STORED IN SMITH'S LOCKABLE STORE ROOM. MAP ATTACHED

3. Name of Event

(a) List name of the event FALL AT THE FARM
 (b) Dates of event SEPT 30TH & OCT. 1ST 10 AM TO 5 PM

DECLARATION

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

KENOSHA SHRINE CLUB
(Name of Organization)

Officer James A. Schweitzer 8-29-23 Officer _____
(Signature/date) (Signature/date)

Officer _____ Officer _____
(Signature/date) (Signature/date)

Date Filed with Clerk _____ Date Reported to Council or Board _____

Date Granted by Council _____ License No. _____

Additional Information

May be Granted and Issued only to:

- (1) Bona fide clubs.
- (2) State, county, or local fair associations, or agricultural societies.
- (3) Churches, lodges, or societies that have been in existence for at least 6 months prior to the date of application.
- (4) Posts of veterans organizations.
- (5) Chambers of commerce or similar civic or trade organizations organized under ch. 181, Wis. Stats.

Application:

- (1) Filing: In writing, for each event, on Form AT-315.
- (2) The local licensing authority may act on application or authorize an official or body of the municipality to issue the license. (ss. 125.26(1) and 125.51(1)(a), Wis. Stats.)
- (3) The written application shall be filed with the clerk of the municipality in which premises are located:
 - Class "B" (Beer):
 - a. The governing body shall establish any waiting period before granting of a license for events lasting less than 4 days (s. 125.04(3)(f), Wis. Stats.)
 - b. At least 15 days prior to the granting of the license for events lasting 4 or more days.
 - "Class B" (Wine):

The application shall be filed with the clerk of the local municipality in which the event will be held at least 15 days prior to the granting of the license.
- (4) Seller's Permit: Sec. 77.54 (7m), Wis. Stats., provides an exemption from Wisconsin sales and use taxes relating to certain sales by a nonprofit organization. Check the box if your organization qualifies for the exemption and therefore is not required to hold a seller's permit.
- (5) Publication: Not required.

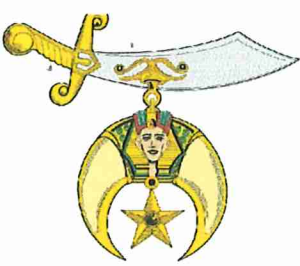
Fee: Determined by the municipality, but may not exceed \$10. (Exception: No additional fee may be charged if organization is applying for both a Temporary Class "B" and a Temporary "Class B" license for the same event.)

Duration: The day, or consecutive days, that the specified event is in progress. A municipality may issue up to 20 licenses to the same licensee for a single event, if each license is issued for the same date and time.

Restrictions:

- (1) License may not be issued to individuals.
- (2) Licenses to organizations, other than ex-servicemen's organizations, can be issued only for a picnic or similar gathering. They may not be issued for business or social meetings of the organization.
- (3) Licenses for club or organization meetings may be issued only to ex-servicemen's posts.
- (4) License may cover either a specified area or the entire picnic grounds.
- (5) License issued to a county or district fair must cover the entire fairground (ss. 125.26(6) and 125.51(10), Wis. Stats.)
- (6) No license to clubs having any indebtedness to any wholesaler for more than 15 days for beer (s. 125.33(7), Wis. Stats.) and 30 days for wine (s. 125.69(4)(b), Wis. Stats.)
- (7) Licensed operator(s) must be present at all times (ss. 125.26(6), 125.32(2) - Beer; 125.51(10), 125.68(2) - Wine; 125.17)
- (8) The licensed club, club members, or any other persons are not permitted to possess intoxicating liquor on licensed premises on the Temporary Class "B"/"Class B" licensed picnic area. (s. 125.32(6), Wis. Stats.)
- (9) Not more than 2 wine licenses may be issued to any club, county or local fair association, agricultural association, church, lodge, society, chamber of commerce or similar civic or trade organization or veterans' post in any 12 month period. A municipality may issue up to 20 wine licenses to the same licensee if: 1) each license is issued for the same date and times, 2) the licensee is the sponsor of an event held at multiple locations within the municipality on this date and at these times, 3) an admission fee is charged for participation in the event and no additional fee is charged for service of alcohol beverages at the event, and 4) within the immediately preceding 12-month period, the municipality has issued these multiple licenses for fewer than 2 events. In addition, each event for which multiple licenses are issued shall count as one license toward the 2-license limit.
- (10) Licensed organizations must purchase their product from a licensed wholesaler.

NOTE: Most coolers presently on the market have a fermented malt beverage base allowing sale under a beer license, e.g. Bartles and James, Seagrams, etc.



Kenosha Shrine Club Established 1924



August 29, 2023

Dear Sirs:

The Kenosha Shrine Club is requesting a temporary Class B license to sell beer at Jerry Smith's Farm on September 30th & October 1st. The hours of operation will be from 10 a.m. to 5 p.m. each day. We are a non-profit club whose main purpose is to aid the 50 plus children in the Kenosha area who are treated at the Shrine Hospital for Children in Chicago. We offer free transportation for the child and parent along with lunch for each visit. Funds raised above the transportation needs are sent directly to the hospital.

I currently hold a regular bartender's license for Somers. As we are a non-profit organization we are asking that any associated fees be waived. If that is not possible we are definitely willing to pay our way. Your approval would be most gratefully appreciated.

Yours truly,

A handwritten signature in black ink that reads "James R. Schweitzer".

James R. Schweitzer

Secretary Kenosha Shrine Club

CITY EA

FENCE

FOOD COURT

BEER TENT



COD STORAGE

GATE

BARN

STORE

HOUSE

PARKING

PARKING

18TH ST.

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

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

FEE \$ _____

Application Date: _____

Town Village City of SOMERS

County of 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 OCT 7TH and ending OCT 8TH and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

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

Chamber of Commerce or similar Civic or Trade Organization

Veteran's Organization Fair Association

(a) Name KENOSHA SHRINE CLUB

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

(c) Date organized 1924

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

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

(f) Names and addresses of all officers:

President MICHAEL SMITH 11227-25TH AVE. TREVOR WI 53179

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

Secretary JAMES SCHWEITZER 7530-33RD AVE FRONT KENOSHA, 53142

Treasurer SCOTT HEETER 2310-14TH AVE APT 7 KENOSHA, WI. 53140

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

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

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

(b) Lot — Block —

(c) Do premises occupy all or part of building? NOT FOR SELLING PURPOSES

(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: WE WILL BE SELLING BEER FROM UNDER A LARGE TENT. BEER WILL BE STORED IN SMITH'S LOCKABLE STORE ROOM. MAP ATTACHED

3. Name of Event

(a) List name of the event FALL AT THE FARM

(b) Dates of event OCT 7TH & 8TH 10AM TO 3PM

DECLARATION

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

KENOSHA SHRINE CLUB
(Name of Organization)

Officer James A. Schweitzer 8-29-23
(Signature/date)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Additional Information

May be Granted and Issued only to:

- (1) Bona fide clubs.
- (2) State, county, or local fair associations, or agricultural societies.
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Application:

- (1) Filing: In writing, for each event, on Form AT-315.
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- (3) The written application shall be filed with the clerk of the municipality in which premises are located:

Class "B" (Beer):

- a. The governing body shall establish any waiting period before granting of a license for events lasting less than 4 days (s. 125.04(3)(f), Wis. Stats.)
- b. At least 15 days prior to the granting of the license for events lasting 4 or more days.

"Class B" (Wine):

The application shall be filed with the clerk of the local municipality in which the event will be held at least 15 days prior to the granting of the license.

- (4) Seller's Permit: Sec. 77.54 (7m), Wis. Stats., provides an exemption from Wisconsin sales and use taxes relating to certain sales by a nonprofit organization. Check the box if your organization qualifies for the exemption and therefore is not required to hold a seller's permit.
- (5) Publication: Not required.

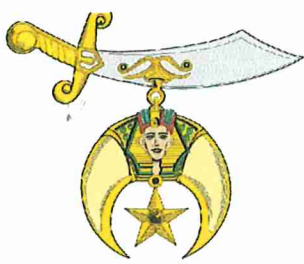
Fee: Determined by the municipality, but may not exceed \$10. (Exception: No additional fee may be charged if organization is applying for both a Temporary Class "B" and a Temporary "Class B" license for the same event.)

Duration: The day, or consecutive days, that the specified event is in progress. A municipality may issue up to 20 licenses to the same licensee for a single event, if each license is issued for the same date and time.

Restrictions:

- (1) License may not be issued to individuals.
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- (7) Licensed operator(s) must be present at all times (ss. 125.26(6), 125.32(2) - Beer; 125.51(10), 125.68(2) - Wine; 125.17)
- (8) The licensed club, club members, or any other persons are not permitted to possess intoxicating liquor on licensed premises on the Temporary Class "B"/"Class B" licensed picnic area. (s. 125.32(6), Wis. Stats.)
- (9) Not more than 2 wine licenses may be issued to any club, county or local fair association, agricultural association, church, lodge, society, chamber of commerce or similar civic or trade organization or veterans' post in any 12 month period. A municipality may issue up to 20 wine licenses to the same licensee if: 1) each license is issued for the same date and times, 2) the licensee is the sponsor of an event held at multiple locations within the municipality on this date and at these times, 3) an admission fee is charged for participation in the event and no additional fee is charged for service of alcohol beverages at the event, and 4) within the immediately preceding 12-month period, the municipality has issued these multiple licenses for fewer than 2 events. In addition, each event for which multiple licenses are issued shall count as one license toward the 2-license limit.
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Kenosha Shrine Club

Established 1924



August 29, 2023

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I currently hold a regular bartender's license for Somers. As we are a non-profit organization we are asking that any associated fees be waived. If that is not possible we are definitely willing to pay our way. Your approval would be most gratefully appreciated.

Yours truly,

A handwritten signature in black ink that reads "James R. Schweitzer". The signature is written in a cursive style.

James R. Schweitzer

Secretary Kenosha Shrine Club

CITY EA

FENCE

FOOD COURT

BEER TENT



COD STORAGE

GATE

BARN

STORE

HOUSE

PARKING

PARKING

18TH ST.

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

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

FEE \$ _____

Application Date: _____

Town Village City of SOMERS

County of 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 OCT 14TH and ending OCT 15TH and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) → Bona fide Club Church Lodge/Society
 Chamber of Commerce or similar Civic or Trade Organization
 Veteran's Organization Fair Association

(a) Name KENOSHA SHRINE CLUB
 (b) Address 7530-33rd AVE FRONT KENOSHA WI. 53142
(Street) Town Village City

(c) Date organized 1924
 (d) If corporation, give date of incorporation N/A

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

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 Secretary JAMES SCHWEITZER 7530-33rd AVE FRONT KENOSHA, 53142
 Treasurer SCOTT HEETER 2310-14TH AVE APT 7 KENOSHA, WI. 53140

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

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

(a) Street number 7150-18TH ST, KENOSHA, WI, 53144
 (b) Lot — Block —
 (c) Do premises occupy all or part of building? NOT FOR SELLING PURPOSES

(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: WE WILL BE SELLING BEER FROM UNDER A TARGET ENT. BEER WILL BE STORED IN SMITH'S LOCKABLE STORE ROOM. MAP ATTACHED

3. Name of Event

(a) List name of the event FALL AT THE FARM
 (b) Dates of event OCT 14TH-15TH 10AM TO 5PM

DECLARATION

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

Officer James A. Schweitzer 8-29-23 Officer KENOSHA SHRINE CLUB
(Signature/date) (Name of Organization)

Officer _____ Officer _____
(Signature/date) (Signature/date)

Date Filed with Clerk _____ Date Reported to Council or Board _____

Date Granted by Council _____ License No. _____

Additional Information

May be Granted and Issued only to:

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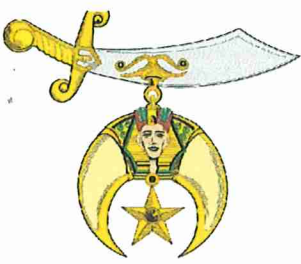
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Kenosha Shrine Club

Established 1924



August 29, 2023

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James R. Schweitzer

Secretary Kenosha Shrine Club

CITY EA

FOOD COURT

BEER TENT

COD STORAGE

BARN

STORE

HOUSE

PARKING

PARKING

18TH ST.

FENCE

GATE



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: KENOSHA
 Town Village City of SOMEERS 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 OCT 29TH and ending OCT 29TH and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

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

Chamber of Commerce or similar Civic or Trade Organization

Veteran's Organization Fair Association

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

(c) Date organized 1924 N/A

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3. Name of Event

- (a) List name of the event FALL AT THE FAIRM
- (b) Dates of event OCT 28TH 29TH 10 AM TO 3 PM

DECLARATION

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

KENOSHA SHIRINE CLUB
(Name of Organization)

Officer [Signature] 8-29-23 Officer [Signature]
(Signature/date) (Signature/date)

Officer _____ Officer _____
(Signature/date) (Signature/date)

Date Filed with Clerk _____ Date Reported to Council or Board _____

Date Granted by Council _____ License No. _____

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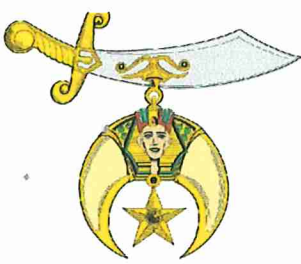
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August 29, 2023

Dear Sirs:

The Kenosha Shrine Club is requesting a temporary Class B license to sell beer at Jerry Smith's Farm on October 28th & 29th. The hours of operation will be from 10 a.m. to 5 p.m. each day. We are a non-profit club whose main purpose is to aid the 50 plus children in the Kenosha area who are treated at the Shrine Hospital for Children in Chicago. We offer free transportation for the child and parent along with lunch for each visit. Funds raised above the transportation needs are sent directly to the hospital.

I currently hold a regular bartender's license for Somers. As we are a non-profit organization we are asking that any associated fees be waived. If that is not possible we are definitely willing to pay our way. Your approval would be most gratefully appreciated.

Yours truly,

A handwritten signature in black ink, reading "James R. Schweitzer". The signature is written in a cursive, flowing style.

James R. Schweitzer

Secretary Kenosha Shrine Club

CITY EA

FENCE

FOOD COURT

BEER TENT



COD STORAGE

GATE

BARN

STORE

HOUSE

PARKING

PARKING

18TH ST.



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

MEETING DATE: September 26, 2023

TO: Village President Stoner and Village Trustees

PREPARED BY: Brandi Baker, Clerk-Treasurer

AGENDA ITEM: #10 Action on Preliminary Resolution 2023-015 to Levy Special Charges to the 2023 tax roll.

BACKGROUND:

Staff has been working to determine outstanding charges to levy on to the 2023 tax roll. Attorney Davison has drafted Preliminary Resolution 2023-015. The resolution also sets a public hearing date on October 10, 2023 for the final resolution.

PRIOR ACTION TAKEN:

This matter was discussed at our September 19th 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 Preliminary Resolution 2023-015 to Levy Special Charges to the 2023 tax roll.”

ATTACHMENTS:

Preliminary Resolution 2023-015

PRELIMINARY RESOLUTION 2023-015
FOR SPECIAL ASSESSMENT FOR PROPERTIES LOCATED
IN VILLAGE OF SOMERS

WHEREAS, the Village Board of the Village of Somers, Kenosha County,

Wisconsin, hereby resolves as follows:

1. That the owners of parcels of real property located in the Village of Somers, Kenosha County, Wisconsin, described in Schedule A attached hereto did cause the Village of Somers to expend money for wages, equipment costs, and attorney and consultant fees associated with benefits extended to the property owners, as described on such schedule.
2. The Clerk/Treasurer shall cause to be prepared a report of the Clerk/Treasurer on the proposed special assessments.
3. The Clerk/Treasurer shall make a copy of the report available for public inspection during regular office hours.
4. That the Village Clerk/Treasurer shall publish a Class 1 Notice under Chapter 985 of the Wisconsin Statutes for the purpose of alerting the public to a public hearing which the Village Board will conduct at the Village of Somers Village Hall, 7511 12th Street, Somers, Wisconsin, on the 24th day of October, 2023, commencing at 5:30 p.m. to hear all persons interested on the question of whether the amounts levied by the Village of Somers should be imposed as a special assessment upon the property.
5. That the Village Clerk/Treasurer shall also mail, not less than ten (10) days before the date set for the public hearing, a copy of this Notice to the property owners of record who will be affected by the proposed special

assessment whose post office address is known or can be ascertained with reasonable diligence.

Dated this 26th day of September, 2023.

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer

SCHEDULE A

Name(s): Aaron & Megan Palmer
Parcel No. 82-4-222-124-0526
Assessment: \$55.57 (Pond Maintenance)

Name(s): Alyssa Murata
Parcel No. 82-4-222-124-0644
Assessment: \$55.57 (Pond Maintenance)

Name(s): Andrew James
Parcel No. 82-4-222-124-0707
Assessment: \$55.57 (Pond Maintenance)

Name(s): Ashley R. Meyer and John T. Meyer
Parcel No. 82-4-222-124-0429
Assessment: \$55.57 (Pond Maintenance)

Name(s): Charles E., Chatman, Mildred A.
Chatman & Chanette Chatman
Parcel No. 82-4-222-124-0415
Assessment: \$55.57 (Pond Maintenance)

Name(s): Deborah L. Strecker
Parcel No. 82-4-222-124-0532
Assessment: \$55.57 (Pond Maintenance)

Name(s): Dimitrios Piliouras
Parcel No. 82-4-222-124-0601
Assessment: \$55.57 (Pond Maintenance)

Name(s): Bethann E. Navarrette and Felipe
Navarrette, Jr.
Parcel No. 82-4-222-124-0632
Assessment: \$55.57 (Pond Maintenance)

Name(s): John Cheng
Parcel No. 82-4-222-124-0607
Assessment: \$55.57 (Pond Maintenance)

Name(s): Katherine M. Kowbel
Parcel No. 82-4-222-124-0711
Assessment: \$55.57 (Pond Maintenance)

Name(s): Luigi Gabriele
Parcel No. 82-4-222-124-0624
Assessment: \$55.57 (Pond Maintenance)

Name(s): Ma Elena Aniog and Nelson T.
Aniog
Parcel No. 82-4-222-124-0695
Assessment: \$55.57 (Pond Maintenance)

Name(s): Maria E. Kaprelian
Parcel No. 82-4-222-124-0685
Assessment: \$55.57 (Pond Maintenance)

Name(s): Monica Anaya
Parcel No. 82-4-222-124-0602
Assessment: \$55.57 (Pond Maintenance)

Name(s): Nicole D. Winberg
Parcel No. 82-4-222-124-0662
Assessment: \$55.57 (Pond Maintenance)

Name(s): Paris Gabbana
Parcel No. 82-4-222-124-0677
Assessment: \$55.57 (Pond Maintenance)

Name(s): Ronald J. Viroglio
Parcel No. 82-4-222-124-0613
Assessment: \$55.57 (Pond Maintenance)

Name(s): Russell J. Medley
Parcel No. 82-4-222-124-0618
Assessment: \$55.57 (Pond Maintenance)

Name(s): Sandra Worthy
Parcel No. 82-4-222-124-0638
Assessment: \$55.57 (Pond Maintenance)

Name(s): Shane T. & Kelly J. Pederson
Parcel No. 82-4-222-124-0430
Assessment: \$55.57 (Pond Maintenance)

Name(s): Shannon Boyer
Parcel No. 82-4-222-124-0529
Assessment: \$55.57 (Pond Maintenance)

Name(s): Shannon Gitzlaff
Parcel No. 82-4-222-124-0653
Assessment: \$55.57 (Pond Maintenance)

Name(s): Sparrows Trust
Parcel No. 82-4-222-124-0501
Assessment: \$55.57 (Pond Maintenance)

Name(s): Travis & Carrie Stoner
Parcel No. 82-4-222-124-0420
Assessment: \$55.57 (Pond Maintenance)

Name(s): Tres Hijos, LLC
Parcel No. 82-4-222-124-0715
Assessment: \$55.57 (Pond Maintenance)

Name(s): Wayne E. Dickerson
Parcel No. 82-4-222-124-0710
Assessment: \$55.57 (Pond Maintenance)

Name(s): William E. Smith
Parcel No. 82-4-222-124-0630
Assessment: \$55.57 (Pond Maintenance)

Name(s): Olav Aaen
Parcel No. 83-4-223-181-0835
Assessment: \$1,025.57 (Sewer Lateral Relining)

Name(s): Cheryl R. Aiello
Parcel No. 83-4-223-053-0255
Assessment: \$1,025.57 (Sewer Lateral Relining)

Name(s): Tracy S. Albright and Terry L. Hansche
Parcel No. 83-4-223-074-0510
Assessment: \$1,025.57 (Sewer Lateral Relining)

Name(s): Rell and Sandra Barrett
Parcel No. 83-4-223-181-0735
Assessment: \$1,025.57 (Sewer Lateral Relining)

Name(s): Rell & Sandra Barrett
Parcel No. 83-4-223-181-0730
Assessment: \$2,025.57 (Sewer Lateral Relining)

Name(s): Monica A. Barthule
Parcel No. 83-4-223-071-0720
Assessment: \$1,025.57 (Sewer Lateral Relining)

Name(s): Kim M. Beckett
Parcel No. 83-4-223-053-0448
Assessment: \$447.20 (Sewer Lateral Relining)

Name(s): Shaun W. Boettcher
Parcel No. 83-4-223-181-0185
Assessment: \$525.57 (Sewer Lateral Relining)

Name(s): Joseph L. and Juliet L. Bohaczek
Parcel No. 83-4-223-083-0725
Assessment: \$1,025.57 (Sewer Lateral Relining)

Name(s): Ana & Rafael Castaneda
Parcel No. 83-4-223-053-0410
Assessment: \$1,025.57 (Sewer Lateral Relining)

Name(s): Richard Cayo
Parcel No. 83-4-223-184-0325
Assessment: \$1,025.57 (Sewer Lateral Relining)

Name(s): Paul J. and Laura M. Chase
Parcel No. 83-4-223-052-0311
Assessment: \$1,025.57 (Sewer Lateral Relining)

Name(s): Matthew A. Clifford, Sr.
Parcel No. 83-4-223-074-0255
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): CP Rental Properties, LLC
Parcel No. 83-4-223-181-0390
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Nicolet DeRose Living Trust
Parcel No. 83-4-223-082-0150
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Edgewater Apartments, Inc.
Parcel No. 83-4-223-074-0815
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Deepu Karingada
Parcel No. 83-4-223-181-0220
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): David J. Fodor
Parcel No. 83-4-223-071-0790
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): William V. Garner
Parcel No. 83-4-223-184-0205
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Krystyna Gdowik
Parcel No. 83-4-223-082-0105
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): David W. and Carolina Gibbs
Declaration of Trust
Parcel No. 83-4-223-181-0116
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Victor Garcia and Kelly Calhoun
Parcel No. 83-4-223-074-0450
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Todd M. Hansen
Parcel No. 83-4-223-053-0580
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Edward William Hibsich and Janet
Lynn Marshall
Parcel No. 83-4-223-082-0500
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Connie J. Highland
Parcel No. 83-4-223-071-0705
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Myrtle M. Holden
Parcel No. 83-4-223-074-0495
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Robert E. Horneman and Kristin M.
Drabant
Parcel No. 83-4-223-082-0390
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Jeremiah Jackson, Jr.
Parcel No. 83-4-223-082-0220
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Robert M. and Candace L.
LaMacchia
Parcel No. 83-4-223-074-0385
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Michael E. and Bridget M. Larsen
Parcel No. 83-4-223-053-0615
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Carol J. Larsen Revocable Trust
Parcel No. 83-4-223-181-0120
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Carol J. Larsen Revocable Trust
Parcel No. 83-4-223-181-0125
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Stormie N. and Taylor O. Lee
Parcel No. 83-4-223-181-0425
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Paul Magida
Parcel No. 83-4-223-181-0135
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Sullivan Real Estate Investments,
LLC
Parcel No. 83-4-223-052-0270
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Christopher M. McDaniel
Parcel No. 83-4-223-082-0400
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Mary T. McWilliams
Parcel No. 83-4-223-074-0185
Assessment: \$425.57 (Sewer Lateral Relining)

Name(s): Dana M. Mehring
Parcel No. 83-4-223-181-0716
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Richard L. Meier
Parcel No. 83-4-223-082-0160
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Josue Rodriguez
Parcel No. 83-4-223-184-0800
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Conchita D. OConnor
Parcel No. 83-4-223-181-0760
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Andrew Olsowski
Parcel No. 83-4-223-181-0800
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): James W. Pappas
Parcel No. 83-4-223-184-0815
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): James W. Pappas
Parcel No. 83-4-223-184-0820
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Edmond Parker
Parcel No. 83-4-223-053-0695
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Christopher Peterson
Parcel No. 83-4-223-184-0805
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Greg L. Schiesl
Parcel No. 83-4-223-181-0461
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Rochelle Albertson & Daniel Wells
Parcel No. 83-4-223-082-0515
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Jeffrey and Katrina Sexton
Parcel No. 83-4-223-074-0260
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Peter C. Ploskee, Jr.
Parcel No. 83-4-223-184-0215
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Steven A. and Sarah S. Snow
Parcel No. 83-4-223-074-0831
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Thomas R. and Theresa A. Powers
Parcel No. 83-4-223-181-0300
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Brian and Jennifer Spencer
Parcel No. 83-4-223-074-0120
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Jovo and Milica Pupovac
Parcel No. 83-4-223-082-0206
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Karel Suchy
Parcel No. 83-4-223-181-0130
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Jonathan Rafael Ramos Rayas
Parcel No. 83-4-223-181-0780
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Timothy J. Szymanski, Sr. and Lori
L. Woeste
Parcel No. 83-4-223-181-0840
Assessment: \$525.57 (Sewer Lateral Relining)

Name(s): Casey Russell
Parcel No. 83-4-223-184-0171
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Jeffrey P. Thiele, Janet R. Thiele
and Brian C. Thiele
Parcel No. 83-4-223-074-0545
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): John F. Savaglio
Parcel No. 83-4-223-181-0380
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Dennis T. and Kathryn D. Tisch
Parcel No. 83-4-223-082-0165
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Laura Sawyer
Parcel No. 83-4-223-184-0340
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Matthew J. Hedstrom
Parcel No. 83-4-223-082-0260
Assessment: \$525.56 (Sewer Lateral Relining)

Name(s): Sullivan Real Estate Investment,
LLC
Parcel No. 83-4-223-052-0280
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): Wa Zar, Inc.
Parcel No. 83-4-223-053-0490
Assessment: \$1,025.57 (Sewer Lateral
Relining)

Name(s): John A. Wright
Parcel No. 83-4-223-181-0245
Assessment: \$1,025.57 (Sewer Lateral
Relining)



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

MEETING DATE: September 26, 2023

TO: Village President Stoner and Village Trustees

PREPARED BY: Brandi Baker, Clerk/Treasurer

AGENDA ITEM: #11 Action on recommendation to approve Operator licenses for Justine Kane and Alyssa Rasch

BACKGROUND:

Justine Kane and Alyssa Rasch 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 License for Justine Kane and Alyssa Rasch”

ATTACHMENTS:

NONE