

Village of Somers
7511 12th Street
Somers, WI 53171

Village Work Session Meeting
Agenda
Tuesday, October 3, 2023
5:30 p.m.

Village Board Work Session Meeting:	
Item #	
1	Call to Order
2	Administrator's Report
3	Engineer's Report
4	President & Trustee Reports
5	Discuss and review proposed contract with Kenosha County Sheriff's Office for Law Enforcement Services for 2024
6	Discuss 2024 CIP Budget
7	Discuss moving up potential Fire/EMS Hires from 2024 to 2023
8	Discuss proposed Ordinance 2023-032, An Ordinance to repeal and recreate section 9.09 of the Code of Ordinances of the Village of Somers regarding abandoned and nuisance vehicles
9	Discuss proposed Ordinance 2023-033, An Ordinance to repeal and recreate section 21.02(A)(3) of the Code of Ordinances of the Village of Somers regarding definitions for the property maintenance
10	Discuss proposed Ordinance 2023-034, An Ordinance to repeal and recreate section 21.12 of the Code of Ordinances of the Village of Somers regarding razing or removing structures
11	Review tentative agenda for Village Board meeting on October 10 th , 2023
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 October 3, 2023, Village Work Session & Agenda in 1 public place & on the Village website.

Dated this 29th 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**

Original Post Date: September 29, 2023

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

WORK SESSION: October 3rd, 2023

TO: Village President Stoner and Village Trustees

FROM: Jason J. Peters, Administrator

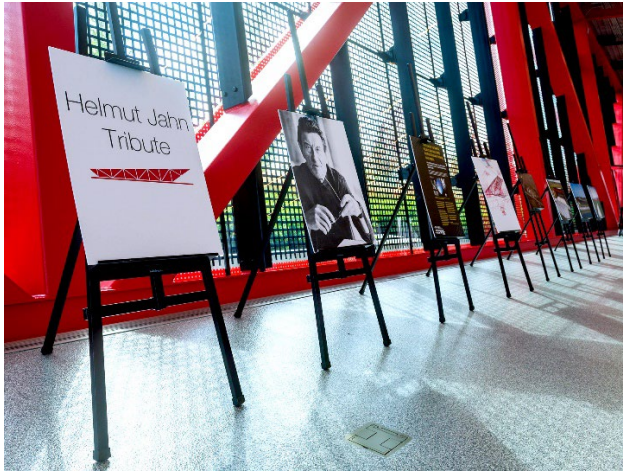
AGENDA ITEM: #2 Administrator's Report

Below please find a bulleted summary of major issues that Administration has worked on since our September 5th Work Session:

Development

- There was no Plan Commission meeting in September.
- There is no Plan Commission meeting scheduled for October.
- On September 6th, Administrator Peters attended the Kenosha County Planning Directors Meeting. This is a quarterly meeting to discuss planning issues in the County and give each other updates on our communities.
- On September 7th, President Stoner, Trustee Nelson, and Administrator Peters traveled to the Madison area to tour several neighborhoods development by Veridian Homes. Veridian Homes is the largest home builder in the State of Wisconsin. They are currently working with Land Quest and Three Leaf Partners on a possible development at Maplecrest. The tour included visits to newer neighborhoods and some that have been developed over 20 years.
- On September 11th, Administration met with representatives from Microsoft's government relations team. They reached out to Administrator Peters earlier this summer to discuss their new datacenter project in Mount Pleasant.
- On September 13th, the Pritzker Military Museum & Library held a media event for the Pritzker Military Archives Center. The presentation included the following:
 - Discussion regarding the architect, Helmut Jahn;
 - Tour of the Facility; and

- Question and answer session with Colonel Pritzker.



https://journaltimes.com/news/state-and-regional/pritzker-illinois-somers-military-archives-wisconsin/article_05901ee-6fdc-5d09-99dd-b1115eaf965.html

- On September 13th, Staff held a preconstruction meeting with the Wanasek Corporation for the public utility work for the Bobcat Plus building.
- On September 18th, President Stoner and Administration held a meeting with our engineers to review the road plan for the CNG Facility on CTH KR. Administration also continues to the work with CNG regarding their development agreement.
- On September 19th, President Stoner, Engineer Biwer, Planning and Zoning, and Administration met with HSA to receive an update on their floodplain applications to the DNR and FEMA for the Somers Highland Commerce Center.
- On September 21st, our scheduled monthly Planning and Zoning meeting with potential developer was held. We discussed the following:
 - Landowner seeking input on possible developments for land north of Festival Foods.
 - Possible national retail chain building a 10,000 sq ft. building near Somers Market Center.
 - Additional meeting with Land Quest, Three Leaf Partners and Veridian regarding their proposal for the Maplecrest Site.
- On September 27th, President Stoner and Administration met with KABA, M7 to hear a proposal from a possible developer for a possible manufacturing business to move to the Village.

Administration

- On September 6th, volunteers from Root, Pike, Win and Amazon weeded and replanted parts of the Village/Town Halls Rain Garden. Thank you to all the volunteers that came out to help!



- On September 6th, President Stoner, Trustee Aupperle and Administrator Peters attended the Ribbon Cutting for the new round-about at CTH A and CTH Y.



- On September 13th, Administration, Public Works, and Chief Andersen took part training to learn how to use are newly installed software to control the Village/Town Hall's HVAC system. This software was purchased through our CIP program.
- On September 14th, Administration, Public Works, Chief Andersen, Trustee Ostby and President Stoner met with Ehlers to review the work that has been completed on our

updated Financial Management Plan. Ehlers presented the first part of the plan at our September 19th Work Session. They will be at the October 17th Work Session to continue their presentation.

- On September 14th, Administrator Peters took part the monthly Kenosha County Broadband Commission meeting.
- On September 14th, Administration and Building Inspector Seymour met with the DNR as a follow up to the erosion control issue at the Savannah development. We will be sending the DNR a letter that outlines the process that is used to inspect these sites.
- Angie Lasecki started work as our new Clerk I on September 18th. She will be a familiar face as she also serves as paid on call member of the Somers Fire & Rescue Department.
- On September 19th, Administration submitted the Village/Town's annual recycling grant application through the DNR's website.
- On September 20th, Administration and Trustee Ostby met with a representative from American Tower Corporation to discuss their offer to purchase our ground lease for the tower located at Station #2. Administration will bring this offer back to the Board at a future Work Session.
- On September 22nd, the Somers Fire & Rescue department tested their new inflatable Fire Safety House. The Somers Fire & Rescue Department took delivery of its first safety house. They had been using the County one until it broke down. The structure was up within a few minutes. It has advantages over the one it replaces as it has a level entry, which makes it handicapped accessible, additional safety messages and will be able to be setup inside a building. It will be used by the public for the first time Oct. 3 at Somers Elementary School for Fire Prevention Month.



- Staff presented the preliminary budget at a special Village & Town joint session on Saturday Sept. 23.
- On September 25th, Assistant to the Administrator Poirier attended Fall Planning and Schools Discussion Meeting. This was a follow up meeting to a May meeting. The purpose of the meeting was to discuss how economic development in Kenosha County may affect our schools and how we could work better with the districts in the County. It was attended by various planning staff from municipalities in the County and representatives from KUSD, Westosha Central High School District and the Wilmot Union High School District. The main topic of discussion was the decline in enrollment.
- On September 27th, Superintendent Kreye and Administrator Peters attended the bi-annual Municipal Street Improvement Project meeting and the Town Road Improvement meeting with Kenosha County. This meeting is held every two years to help decide how funding for these programs will be allowed to different communities. In this cycle the Village will receive approximately \$20,000 to help with fund the purchase of road materials.
- On September 28th, President Stoner and Administration met with the Mayor of Kenosha, County Executive, County Highway Commissioner, and representatives from the DOT to discuss the possible reopening of the west bound turn lane from Northbound STH 31 to 35th Street. As you will recall this was closed after two high speed accidents in 2021.
- The quarterly newsletter will be out this week.
- Reminder
 - Somers residents can drop off their electronic waste and any documents to be on Oct. 7, 2023.

Village / Town of Somers

Invites Somers Residents to the

Electronic Waste & Shredding Collection Event

Electronic items include: Cell phones, desktop computers, laptop, netbook, tablet, computer monitors, keyboards and mice, computer scanners, speakers, desktop printers (including those that fax and scan), DVD players, VCRs, DVRs, and all other video players, external hard drives, fax machines, flash drives/USBs, other items that plug into a computer, televisions

Shredding items include: Cancelled checks, old bills, old contracts, credit card applications, old love letters, etc.

Bring your Identification & Items to the

Village / Town Hall Parking Lot
7511 12th Street, (HWY "E")
Somers, WI

On Saturday, October 7, 2023
Electronic drop-off: 9 a.m. to 2 p.m.
Shredding: 9 a.m. to noon

John's Disposal / Village & Town of Somers

Development Pipeline

Last updated: 09/27/2023

Name of Developer	Type of Development (Residential, Commercial, Industrial, Mixed Use)	Location	Date Engaged	Pre-Deve. Agree.	Current Zoning	Requested Zoning	Current Comp Plan	Comp Plan Requested	Neighbor. Plan	CSM or Plat	Public Improv. Needed	Est. Improv. Costs	Acres	Current Value	Est. Value	Build Out Year	Year Full Assessed on Tax Roll	TIF Dist.	Requested Assistance	Proposed Assistance	Assistance Committed	Plan Comm. Date	Board Final Approval	Devel. Agree. Date	Comp Plan Ord	NOTES	
Akil Ajmeri 3308 Green Bay Road	Multi-Tenant Commercial Building w/ Ayra Liquor Store as anchor	Somers Market north of Jiffy Lube	1/7/2021	No	A-1	B-3	Commercial	Commercial	Southeast	No	No		0.95	\$375,000		2021	2022	2	N/A	N/A	N/A	3/8/2021 Concept				03/21 Plan Commission Meeting heard concept 02/22 Met w/ Developer, moving forward pending easement with RCG 08/23 Received call regarding possible new development 10/8/2018 Conceptual Presented to Plan Commission 01/2019 Bear updating plan, will come back to Plan Commission 04/2019 Bear has new plan & working with administration to bring to Plan Commission 05/2019 Met with Bear & Root Pike Win, TID 4 amendments to be made so 35% rule is followed 6/2019 TID 4 amends will go to JRB, Plan Commission & Board in July 19	
Bear Development Willow Creek	Multi-Family Townhouse Single Family	Hwy E by lift station	8/23/2018	Yes	R-9 A-2 C-1		High Density Residential Secondary Environmental Other Conservancy Land Non-farmed Wetland Street & Highway ROW		Somers Center East		Road Water Sewer		40.54	\$11,500				4									
Becknell	Industrial/Warehouse	East Frontage	Spring 21	Yes	A-1	BP-1	Business/Industrial Secondary Environmental Other Conservancy	No	Kilborn	Yes	Road Water Sewer	\$800,000	132.1	\$294,600	\$60,000,000	Phase I 2022	Phase I 2023	6 3	Yes, offsite water main	\$460,000	\$460,000	9/13/201	09/28/2021 Comp, Zoning, Site 11/09/2021 DA	10/8/2021	N/A	4/21 Introductory meeting 7/21 Submitted materials 8/21 Weekly meetings regarding possible development agreement 09/13 Plan Commission Approved 9/28 Board Approved 10/05 Board will review DA 11/21 DA Approved 12/21 DA Executed by Village being recorded 06/22 Watermain should be completed in June 9/22 Building is completely vertical 03/23 Occupancy Granted, staff met with developer for Phase II	
Bobcat Plus	Bobcat Dealership	Somers Expansion Area (West of 94)	Fall 2021	Yes	R-2 Paris	B-3	Commercial	Commercial	N/A IGA	Yes	Sewer Water		4.32	\$202,000		2023	2024	N/A	N/A	N/A	N/A	10/10/2022 Plan Commission	10/25/2022	5/24/2023	N/A	9/21 1st intro meeting. Submitted letter requesting review by IGA 8/22 IGA Committee heard concept 9/22 Filed for Plan Commission meeting 10/22 Approved by IGA and Conditionally Approved by Board 12/22 Waiting for Final Plans submitting 02/23 Updated plans submitted 4/23 Waiting for final exhibitbts for DA 06/2023 Grading has begun 8/23 Walls are vertical. Bids for public utilities received	
Blue Paint Development, LLC	Multi-Family	743 -769 Sheridan Road	Off & On Conversations since 2018	Yes	B-3	R-11, C-1 & PUD overlay	High-Density Res., PE	High-Density Res., PEC	Lakeshore	N/A	N/A	N/A	5.57	\$724,000	\$27,000,000	2021	2022	N/A	N/A	N/A	N/A	Concept 5/11/2020 7/12/2021 9/13/2021 Concept 06/12/2023	09/28/2021 Zoning, Site	8/3/2022	N/A	04/20 Have had discussions with Developer over the past few years, suggested that he bring a concept to Plan Commission. Concept will be heard at 5/11/2020 PC 06/20 Developer held community meeting 12/20 Project has gone dormant, have not heard from Developer 04/21 received call from developer will be pursuing the project 05/21 Predevelopers executed, meeting with Developer, will be submitting for Plan Commission 07/21 Plan Commission recommendation to deny 07/21 Board Reviewed voted to deny 07/21 resubmitted alternate plan for Sept Plan Commission 09/13 Plan Commission Approved 9/28 Board Approved 9/28 Will need final engineering & DA 12/21 Draft of DA given to Developer 02/22 Updated exhibits submitted 03/22 DA will on April Agenda for Approval 4/22 Board approved DA 7/22 DA executed by Village 08/22 DA Recorded 3/23 Meeting w/ developer on status of project 6/23 New concept for condo style single family homes	

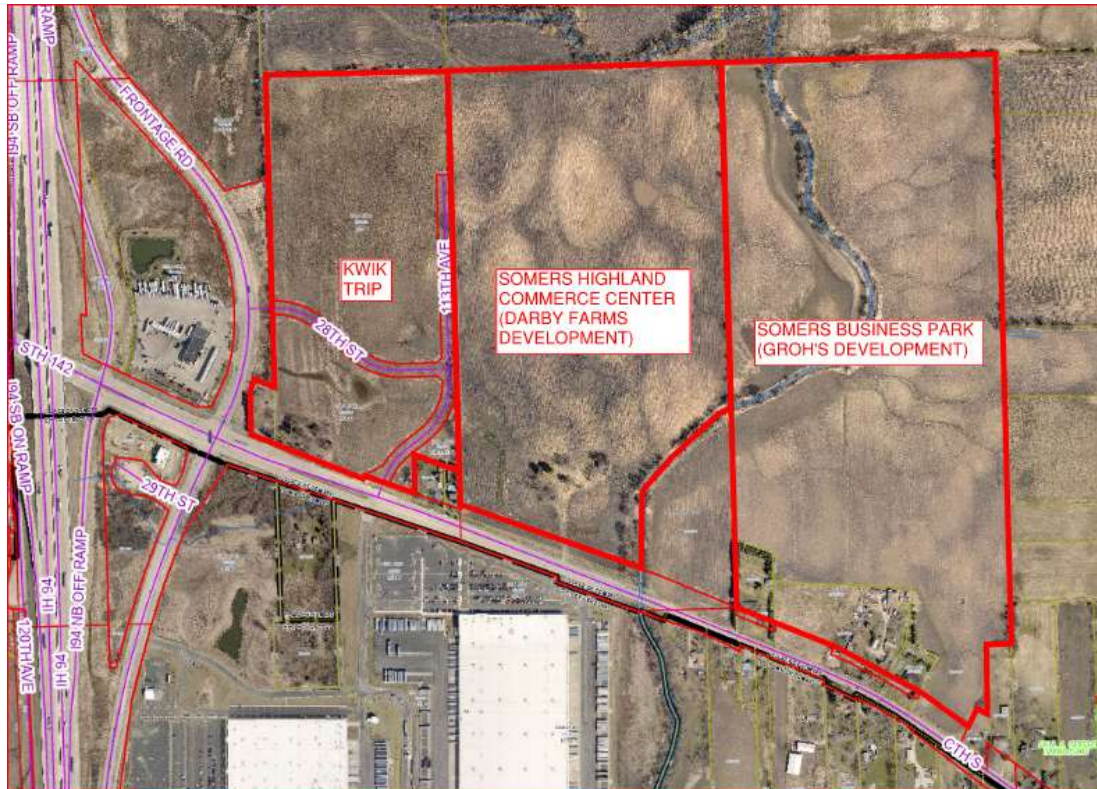
																								9/24 Submitted for November Plan Commission 12/21 Approved by Board, DA Completed 02/22 DA needs to be recorded 4/22 Developer confirmed that they will be 900K sq ft as opposed to 700k sq ft 6/22 Hope to break ground in fall 7/22 DA recorded 8/22 Grading began 11/22 Foundation Began 2/23 Bringing 1st Amend to DA to Board 4/23 Pre-Con for building to go vertical 5/23 1st Amend signed 06/23 Building has gone vertical 9/23 Meeting regarding Floodplain LOMR	
HSA Commercial	Industrial 1 building up to 900K sq ft	Darby Lane Farms CTH S/142	8/18/2021	Yes	A-1	BP-1	Business/Industrial Other Conservancy Secondary Enviro	N/A	Kilbourn South	No	Sewer Water	65.18	\$90,300	\$50,000,000	2022	2023	3	N/A	N/A	N/A	11/8/2021 Rezone 11/29/2021 Site Plan	7/18/2022 5/10/2023 1st amend	N/A		
Mastercraft	45 lot single family	9027 12th Street	12/1/2020	Yes	A-2	R-4.5	Medium-Density Residential, Nonfarmed Wetland, Other Conservancy Land to be Preserved	Medium-Density Residential, Nonfarmed Wetland, Other Conservancy Land to be Preserved	Somers West	Plat	Sewer Water Roads	\$800,000	23.19	\$84,800	\$20,000,000					03/08/2021 Concept tabled until 04/12/2021 11/8/2021	05/08/2023	5/23/2023	6/8/2023	N/A	12/20 Began discussion with Developer for Single homes 02/21 Concept Submitted 04/21 Concept meeting held, Developer will be submitting for rezoning 9/24 Plat Submitted for Nov Plan Commission 11/21 Board reviewed Plat 02/22 Board reviewed Water 03/22 Project on hold per Developer 4/22 Developer exploring other options for water 12/22 No new activity 03/23 Will be submitting to build two homes along CTH E 5/23 Board approved 2 lots, DA needs to signed by Developer 6/23 DA Signed & Recorded
Ravine Park Partners Hawthorn Apt Phase II	Mixed Use Residential Multi-Family 140 Units 4 Commercial Out Lots	Corner of E & 31	3/1/2022	Yes	A-2 C-1	R-11 B-3 C-1 PUD	Commercial Primary Environmental Corridor	High-Density Residential Commercial Primary Environmental Corridor	Pike Creek	CSM	Road Water Sewer	20.05	\$7,900	\$15,000,000	2024	2024					Concept 12/12/2022				1/23 Hope to submit for approvals in spring 4/23 Developer waiting on financing options, then will submit
Somersville EA & E	Multi-Family Duplexes & Apts 521 total units "Somerville"	EA & A	4/1/2020	Yes	R-4, R-5, R-8, R-9, C-1	R-11	Medium Density Residential Conservancy	High Density Residential	Somers Center West	CSM	N/A	N/A	66.8	\$15,200	\$60,000,000	2022	2023	N/A	N/A	N/A	11/9/2020 6/12/2023	12/8/2020 CSM/Site Plan Conditionally Approved 06/27/2023 updated site plan conditionally approved			06/20 held first official meeting w/ developer & his consultants 8/20 Concept Meeting Held 9/25 Plans Submitted for Nov 9th Plan Commission 11/20 Plan Commission, 1st work session 12/20 Conditionally Approved by Plan Commission & Board 03/21 Reaching final engineering for DA 05/21 meeting w/ engineering firm, expected updated exhibits soon 8/21 Exhibits nearing completion 10/21 Additional round of Engineer Comments given to Developer 02/22 Exhibits completed DA coming to Board in March 3/22 Developer reviewing DA 05/22 Meeting with Developer to discuss increase cost of project 9/22 No new activity 12/22 Email received regarding possible new CSM 02/23 Will be resubmitting w/ slightly lower unit count 4/23 possible June plan commission meeting 6/23 PC Meeting, Board, Sie conditionally approved

Stonestreet Partners, LLC	Mixed Use Residential Multi-Family 50 acres Commercial 18 acres	Est. 300 units of multi-family	CTH L & STH 31	7/10/2020	Yes	A-1	R-11 B-3 C-1 PUD	Commercial Primary Environmental Corridor Other Conservancy	High-Density Residential Commercial Primary Environmental Corridor Other Conservancy	Somers Center East	CSM	Road Water Sewer	\$8,500,000	89.77	\$22,000	\$60,000,000	2022	2023	5	Yes, Road	\$5,000,000	1/11/2021	02/09/2021 Conditionally 02/23/2021 CSM 10/5/2021 DA Approved	11/18/2021	2021-032	7/20 Presented Concept to Plan Commission Hopes to submit in October 11/20 Submitted Plans, Staff met to discuss changes, resubmitting for Jan. 12/20 Schedule for Jan Plan Commission 01/21 Plan Commission Approved 02/21 Board Conditionally Approved, meetings with Developer for DA 03/21 meeting with developer for DA 4/21 meetings w/ developer for DA 05/21 meeting w/ developer on DA, updated exhibits submitted 07/21 reviewed updated submissions, another round of updated plans 8/21 Exhibits nearing complete & DA language being worked out b/w parties 10/05 Board will review DA 10/21 DA approved. Need updated CSM then DA will be executed 02/22 Expect to break ground in March 3/22 Watermain work started 4/22 Watermain connect completed 7/22 Working on private ROW easement issue 08/22 Grading started 9/22 STH 31 improvements underway & on site utilities 12/22 CTH L improvements done 02/23 Expect building permits to be pulled in spring 3/23 Building permits ready, waiting on developer
Stream Realty	Industrial 3 Buildings up to 950K sq ft	Groh Farm	CTH S/142	11/1/2021	Yes	A-1, A-2, R-2, R-3	BP-1 w/PUD	Business/Industrial Other Conservancy Secondary Enviro	N/A	Kilbourn South	No	Sewer Water	90	\$775,000	\$50,000,000	2023	2024	3	N/A	N/A	N/A	7/11/2022 CSM 02/13/2023	10/11/2022 CSM 02/14/2023	4/14/2023	N/A	with County, will be brought to Board after issue worked out 10/22 Conditionally approved, need to finalize DA 12/22 Developer working w/ County on Memo of Understanding 02/23 CSM to combine parcels goes to PC & Board. DA can then be executed 3/23 DA Sent to Developer for execution 4/23 DA executed & recorded 6/23 temporary grading easements obtained by developer for roadsection
Tawani Archives & Armory PMML	Mission 94	East Frontage	8/16/2022	Yes	PR-1 I	N/A	Business/Industrial Park and Recreational, Secondary Environmental Corridor and "Other Conservancy Land to be Preserved"	N/A	Kilborn Somers West	N/A	N/A	N/A	5.22	\$549,700		2024	2025	6	N/A	N/A		9/12/2022 Concept 12/12/2022 Approved	1/10/2023	recorded 2/8/2023	N/A	1/23/2023 DA & Site approved 4/23 Earth work started 6/23 foundation work underway 7/23 Building has gone vertical
Walia E & 94	Mixed Use Commercial	Southeast Corner CTH E & 94	8/6/2020	No	A-2	B-4 or B094	Commercial	Commercial	Kilbourn	CSM	Water	15.45				2021	2022	6	Not at this time	N/A	N/A	12/14/2020 Concept Meeting 02/09/2021 CSM	02/23/2021 CSM			8/20 Meetings w/ Developer, County, DOT 10/20 Proposed CSM 11/20 Submitted concept for Dec Plan Commission 12/20 Plan Commission heard concept 02/21 CSM approved 05/21 meetings with developer on next steps 06/21 meeting with Developer & possible hotel 01/22 Meet w/ Developer to review updated concept layout

VILLAGE OF SOMERS
Engineer's Report
September 29, 2023

Darby Farms/Grohs Developments

- See the snip below. These projects impact each other because the water and sanitary extend from the I-94 East Frontage area. A more detailed description of each development follows.



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

- This project is an industrial building on the property directly east of the Kwik Trip development. The developer is HSA Acquisitions. Developer's design and construction engineer is Pinnacle Engineering.
- The sanitary sewer and water main are installed. We are still waiting for safe samples on the water main, waiting for a tracer wire continuity check, and are preparing the record drawing transfer to the Village.

Somers Trade Center (Groh's Development) – Project No. 220818

- This is the property east of the Darby Farms (HSA) development; the Developer is Stream Industrial Development Services. Pinnacle is the developer's engineer.
- A public roadway is proposed to extend along the east edge of the development. There is no public bidding planned with this development.
- We are waiting for revised plans meeting the conditional recommendation of approval.

VILLAGE OF SOMERS
Engineer's Report
September 29, 2023

Golden Oil Sanitary Sewer Connection – Project No. 212153

- The developer is Golden Oil; the developer's design engineer is Excel Engineering.
- We plan to bid the public improvements associated with this project when the plans are complete, and the necessary permits are received. Permits or approvals needed prior to bidding include SEWRPC/WDOT Utility Permit/WDNR Sanitary/ WDNR Water Main.
- We discussed this with Ted Gement at Golden Oil; they plan to have all work complete prior to Memorial Day of 2024.

Savannah at Pike Creek– Project No. 201664

- This project is an approximately 65-acre townhouse development at the northwest corner of the intersection of CTH L (18th Street) and STH 31 (Green Bay Road). It also includes two outlots for future commercial development. The development will consist of both public and private infrastructure. The developer is the Stoneleigh Company. Developer's design and construction engineer is Kimley-Horn and their contractor is Horizon/Naperville Construction.\
- Approximately 50 percent of the public utilities are installed. There is currently a stop work order in place by the Building Inspector because of site erosion issues; a similar stop work order was placed a month ago by the WDNR for sediment entering Pike Creek. They need to focus their time installing the stormwater basins.

Becknell Development Phase II – Project No. 211386

- This project is a 1-million square feet industrial spec building on a planned unit development with access to the East Frontage Road. The developer's design and construction engineer is Pinnacle Engineering. There is no recent action on this project.
- We are waiting for plans from the developer. This project will likely wait until 2024.

Stormwater Pond Inventory and Sediment Collection – Project No. 210862

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

Flint 94 Development— Project No. 211728

- This is the planned 3-building development west of I-94 and south of 12th St; The Developer is Flint 94 Commerce Center, LLC; their engineer is Pinnacle Engineering.
- The public improvements are installed. We still need a tracer wire continuity check and record drawing information.

VILLAGE OF SOMERS
Engineer's Report
September 29, 2023

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

- The project includes the replacement of the suction lift sewage pumping equipment with submersible design like the 7th Street LS on Sheridan Road. August Winter & Son, Inc is the Contractor.
- The contractor changed their schedule and will likely complete the remaining work in April of 2024.
- The substantial completion date is June 30, 2024; the completion is August 31,2024.

Bobcat at I-94 - Project No. 222334

- Rocco Castellano is the Architect; Pinnacle is the Engineer; Bukacek is the General Contractor. Wanasek is the Contractor.
- The planned start date is October 9, 2023; the completion date for sitework is November 30, 2023.

2023 Street Project - Somers Estates - Project No. 230308

- Payne & Dolan is replacing the curb & gutter at 2625 11th Street associated with Change Order 2.
- The final completion date is December 29, 2023.

CNG Fueling Facility - Project No. 230400

- CT Realty is the developer, Cage is the engineer.
- The plans are not approved. They have changed the entrance road to a rural section per the Village's request and are making plan revisions for their next submittal.
- They are working with WDOT on the requirements for the entrance at CTH KR.

Golden Oil Development - North of 12th Street - Project No. 2325785

- They are preparing site and utility plans for upcoming Village review.
- Staff met with the design team on 07-13-23.

P:\SOMEV\General\Admin\Monthly Reports\2023\09-2023\09-29-23.docx



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

WORK SESSION: October 3rd, 2023

TO: Village President Stoner and Village Trustees

FROM: Jason J. Peters, Administrator

AGENDA ITEM: #5 Discuss and review proposed contract with Kenosha County Sheriff's Office for Law Enforcement Services for 2024.

BACKGROUND:

The contract with the Kenosha County Sheriff's Department for law enforcement services expires on December 31, 2023. In late July Administrator Peters reached out to the Sheriff's Department to discuss a new contract for services in 2024. Administrator Peters indicated that the Village would like to keep the current 4-shift format.

UPDATE:

On September 20th, Administrator Peters received the proposed contract for 2024. As I stated in our Budget Workshop memorandum, 2023 budgeted amount was \$775,000. The Actual contract price for 2023 was \$744,035 and the budget was amended in January of 2023.

The proposed contract amount for 2024 is \$778,000. That amount is represented in our proposed budget. The actual increase in the 2024 contract is \$34,000.

Staff is seeking direction whether to move forward with the proposed contract with Kenosha County Sheriff's Office for Law Enforcement Services for 2024.

ATTACHMENTS:

Proposed Sheriff's Contract for 2024

**AN AGREEMENT FOR GENERAL LAW ENFORCEMENT SERVICES
TO BE PROVIDED BY THE COUNTY OF KENOSHA, WISCONSIN TO
THE VILLAGE OF SOMERS, WISCONSIN**

This agreement is entered into this 1st day of January 2024, by and between Kenosha County, hereafter referred to as the County, the County Sheriff, hereafter referred to as the Sheriff, and the Village of Somers, Wisconsin, hereafter referred to as the Village. This agreement term will end on December 31, 2024.

WHEREAS, the Village desires to purchase general law enforcement services (police protection) within the Village, additional to those services which the Sheriff is required to provide by statute, the Village being willing to assume the cost of this protection, and

WHEREAS, the County is willing to provide these additional general law enforcement services (police protection) to the Village under certain terms and conditions.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. STATEMENT OF AGREEMENT

Kenosha County, Wisconsin and its Sheriff agree to provide general law enforcement services to the Village of Somers located in Kenosha County, Wisconsin, and the Village of Somers agrees to engage the County through its Sheriff to provide such service in accordance with and subject to the terms of this Agreement.

2. LEGAL BASIS

This Agreement is authorized by the provision of Wisconsin Statutes §66.0301, 61.65, 59.03 and pursuant to Kenosha County Board Resolution, and the Village of Somers Board of Trustees Resolution.

3. GENERAL LAW ENFORCEMENT SERVICES DEFINED

General law enforcement services consist of patrol and investigation and all auxiliary and technical services in support of patrol and investigation as may normally be provided by a municipal police force under the laws of the State of Wisconsin. It shall include the enforcement of all applicable laws in effect in the Village. All references to general law enforcement services contained in this Agreement are references only to services that shall be delivered under the terms of this Agreement. General law enforcement services shall not be construed to include enactment of Village ordinances by the County..

4. DELIVERY OF SERVICES

- 4.1 Services Areas: The Sheriff shall provide general law enforcement services within the corporate limits of the Village of Somers.
- 4.2 Enforcement Responsibilities: The Sheriff shall enforce State Statutes, applicable County ordinances and ordinances of the Village. The Sheriff shall not be required to assume any other enforcement duty or function not consistent with those customarily performed by the Sheriff under the Statutes of this State.

- 4.3 Quantity of Regular Service: The Sheriff shall deliver twenty four (24) hours of regular general law enforcement services each day in addition to law enforcement services now delivered to the Village by the Sheriff.
- 4.4 Delivery of Service:
- 4.4.1 The Sheriff shall provide four (4) full-time Kenosha County uniformed deputies each of whom shall be equipped with one (1) marked, fully-equipped patrol car (including radar) and who shall each patrol the Village seven (7) days per week for eight and a quarter (8.25) hours each shift. Law enforcement services will be provided such that, one (1) deputy shall be assigned to the first shift, two (2) deputies shall be assigned to the second shift and one (1) deputy shall be assigned to the third shift beginning January 1, 2024.
- 4.4.2 The actual hours of patrol shall be agreed upon from time to time between the Sheriff and the representatives of the Village designated pursuant to Section 4.10 and shall remain confidential.
- (a) Flexibility in Delivery of Service: In order to provide flexibility in the delivery of such services, the Sheriff will attempt to designate one (1) individual deputy per shift to be assigned to work the Village of Somers for a period of one (1) year.
- 4.5 Additional Service: In addition to the regular service as provided for in Section 4.4 of this Agreement, the County shall provide sixty (60) additional man-hours of law enforcement services per year to be used in a manner mutually agreed upon by the Village Board and the Sheriff. Any service in addition to that specified in 4.3, 4.4 or preceding parts of 4.5 shall be provided at the rate of Exhibit A.
- 4.6 Reporting: The Sheriff shall provide to the Village a monthly report of activities generated as a result of this contract. This report shall include response time and the number of calls for service in the Village, reported crimes, traffic citations, Village and County ordinance violations and designated village Deputy(s) activity. The monthly report referred to herein shall be delivered to the representative of the Village designated pursuant to Section 4.10.
- 4.7 Service Management: The planning, organization, hiring, assigning, scheduling, direction, supervision, discipline, and dismissal of the Sheriff's personnel and all other matters incident to the delivery of general law enforcement services to the Village shall be as determined by the Sheriff. The Sheriff shall retain exclusive authority over the activities of his personnel working in the Village and may utilize such personnel on non- Village matters in the event of an emergency or as otherwise deemed necessary. In the event the Sheriff, through emergency or necessity, utilizes the personnel for non- Village matters for more than two (2) hours per instance, the Sheriff shall deduct pro rata such time used from the Village monthly bill. A District Squad will be utilized to backfill the Village Squad when/If the Village Squad is out of the Village.
- 4.8 Responsiveness: The Sheriff shall give prompt consideration to all requests of the Village regarding the delivery of general law enforcement services. The Sheriff shall make every effort to comply with these requests if they are consistent with good law enforcement practices, but the Sheriff shall retain final authority to make the final decision as to the manner in which such services shall be rendered. All such requests shall be made by the Village through its designated representatives pursuant to Section 4.10 and, except in cases of emergency, shall be made through appropriate Sheriff's Department supervisory personnel.
- 4.9 Dispute Resolution: Any conflict between the parties regarding the extent or manner of performance of the general law enforcement services delivered to the Village shall be resolved by the mutual agreement of the parties.

- 4.10 Representatives: The Village hereby designates the Village Administrator as its designated representative for matters pertaining to this contract. The Village and the Sheriff shall confer upon matters concerning the delivery of general law enforcement services to the Village and shall meet to receive requests, complaints or suggestions for the implementation of the delivery of such services. A command officer, designated by the Sheriff, shall attend the quarterly Village work session meetings on a quarterly basis. It is the intention of the parties that the monthly reports furnished pursuant to Section 4.6 shall be discussed between the designated Sheriff's Department supervisor and the Village designee. Additional meetings may be set forth as necessary upon request of the Village &/or Sheriff.
- 4.11 Arrests: Citations: In all instances except those requiring the issuance of state charges, arrests and/or citations issued or made by deputies assigned under this Agreement shall be made under the Village ordinances and forfeitures under Village ordinances shall be paid to the Village. It is specifically understood by the County and the Sheriff that it is of great material consideration that all arrests/citations possible be resolved through the Village Municipal Court rather than through Circuit Court. As such, the Sheriff warrants that to the extent feasible, all arrests and/or citations will be written through the Village Municipal Court.
- 4.12 Courtroom Time: Deputies assigned under this contract shall cooperate with the Village Attorney in prosecuting Village ordinance violations. It is further agreed that the Sheriff, wherever possible, will cooperate with the Village Municipal Court in scheduling the deputies to perform the services herein, so as to permit a deputy to testify in court during his regularly scheduled shift in an effort to minimize overtime for court appearances.

5. RESOURCES

- 5.1 County Responsibilities: Except as otherwise stipulated, the County shall furnish all labor, equipment, materials, vehicles, communication systems, facilities, and supplies required to provide general law enforcement services to the Village.
- 5.2 Village Responsibilities: The Village shall provide and maintain an office, including access to a photocopying machine suitable for the use of the Sheriff's personnel providing general law enforcement services to the Village. The Village furthermore agrees to assume the responsibility and associated costs for prosecuting any Village ordinance violations and furthermore agrees to budget, tax and levy for the expenses and costs associated with this contract. The Village shall promptly give the Sheriff written notice of any Court decision or ruling which determines a Village ordinance to be unlawful or unconstitutional.
- 5.3 Individual Ownership: The County and the Village shall retain title to the property each may acquire to fulfill its obligations under this Agreement. Upon the termination of this Agreement, each party may dispose of its property as it sees fit.

6. LIABILITY

- 6.1 County: Except as hereinafter set forth, and without waiving any rights or defenses under State or Federal law, the County shall assume liability for, defend against all claims, judgments and legal action, and all costs or damages for injury to person or property caused by the negligence or errors of the Sheriff's personnel in providing general law enforcement services to the Village.
- 6.2 Village: The Village shall assume liability for, defend against, and exempt and hold harmless the County from (1) all claims, judgments and legal action, costs or damages for

intentional or negligent injury to person or property caused by the Village, and (2) all costs or damages for intentional or negligent injury to person or property arising out of the lawful enforcement of a Village ordinance, it being the intent of the parties hereto that the Village shall assume liability in all respects for any loss caused as a result of the unconstitutionality, vagueness or other impropriety of a Village ordinance.

7. PERSONNEL

- 7.1 Employee Status: All persons employed by the Sheriff in providing general law enforcement services to the Village shall be trained County officers or employees entitled to wages and benefits as may result due to collective bargaining solely between the County and the Deputy Sheriff's Association. Such officers and employees shall be responsible solely to the Sheriff, and shall have all the authority of any other Sheriff's deputy, and furthermore they shall not have any benefit, status or right of the Village employment.
- 7.2 Employee Selection: All deputies engaged in law enforcement service under the terms of this contract shall be selected and employed pursuant to the Kenosha County Civil Service Ordinance.
- 7.3 Payment: The Village shall not be liable for and shall not make the direct payment of salaries, wages or other direct or indirect compensation to County officers or employees providing general law enforcement services to the Village and the Sheriff shall hold the Village harmless from and indemnify the Village for such costs.
- 7.4 Indemnity: The Village shall not be liable for indemnity to any County officer or employee for injury or sickness of the deputy arising out of his employment in providing general law enforcement services to the Village, it being understood that the Village is compensating the County for Workmen's Compensation Insurance as part of administrative costs incidental to this contract.

8. MUNICIPAL AGENCY

For the sole purpose of giving official status to their acts when performing municipal functions within the scope of this Agreement, every County officer or employee assigned to and engaged in providing general law enforcement services to the Village shall be considered and appointed an employee of the Village, and for no other purposes. This provision shall be implemented by a Village ordinance.

9. FEES

Section: 9. FEES

- 9.1 Total Sum: The Village shall pay the County, monthly, the sum designated on the attached Exhibit "A" for general law enforcement services provided herein (including all related administrative costs), said payment to be adjusted as provided in this contract. The County shall invoice the Village within ten (10) days after the close of any calendar month per the monthly amount in Exhibit "A". The Village shall pay for these services within thirty (30) days of receipt of the County's invoice. Related administrative costs (i.e. costs incurred by the County but for this contract) are set forth in Exhibit "B" and shall include, but not be limited due to enumeration, the following: wages, workmen's compensation, repair, replacements, insurance and bonding, social security, fringe benefits, supplies, account and record keeping, training of deputies, supervision, etc.
- 9.2 Computation: Said monthly payment by the Village to the County shall not include any expenses attributable to services or facilities normally provided to all government units within the County as

part of enforcement duties and functions customarily performed by the Sheriff under the Statutes of this State where, as per the provisions of Section 4.7 of this contract, said services are for more than two (2) hours per instance.

- 9.3 Billing and Payment: The County shall bill the Village within ten (10) days after the close of any calendar month for which additional services not covered by the monthly payment due the County by the Village were incurred under Section 4.5 of this contract. The Village shall pay for these services within thirty (30) days of receipt of the County's billing.
- 9.4 Records: The County agrees it will keep written records containing the actual County costs in providing the services herein, and the Village shall have the right to inspect these records at any reasonable time.

10. TERM

This Agreement shall take effect on January 1, 2024 and shall continue through December 31, 2024, unless terminated under Section 15 of this contract.

11. MODIFICATION

The terms of this contract may be modified at any time by mutual consent of the signatories of this contract or their successors so as to expand or restrict the scope of this Agreement.

12. SUCCESSORS

This Agreement shall be binding on any and all successors to the signatories of this contract.

13. WAIVER

No waiver of a breach of any of the agreements contained herein shall be construed to be a waiver of any subsequent breach of the same or any other agreement or condition contained in this contract

14. SCOPE

The terms of this Agreement shall be exclusively binding upon all parties to this Agreement and their successors regardless of any prior statements, be they oral or written, made by any party.

15. TERMINATION

This Agreement may be terminated by either party upon six (6) months advance written notice to the other parties of its intention to withdraw. Such notice to be forwarded to the Clerk of the appropriate Board.

16. RENEGOTIATION

Six (6) months prior to expiration, both parties shall meet to determine renewal of the current contract.

17. GOVERNING LAW

The parties agree that this Agreement shall be governed by the laws of the State of Wisconsin and all disputes shall be adjudicated in the Kenosha County Circuit Court.

18. SEVERABILITY

If any provision of this Agreement is held to be unenforceable or invalid for any reason, the remaining provisions will continue in full force and effect and with such unenforceable or invalid provision to be changed and interpreted to best accomplish its original intent and objectives. Each entity is responsible for maintaining its own copy of this Agreement.

19. EXECUTION

Signatories: The party hereto has executed this Agreement at Kenosha, Wisconsin, the day and year first written above.

SHERIFF'S DEPARTMENT

By: _____
David Zoerner, Sheriff

STATE OF WISCONSIN)
) SS.
COUNTY OF KENOSHA)

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

Notary Public, Kenosha County, WI.
My Commission Expires: _____

COUNTY OF KENOSHA

By. _____
Samantha Kerkman, County Executive

STATE OF WISCONSIN)
) SS.
COUNTY OF KENOSHA)

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

Notary Public, Kenosha County, WI.
My Commission Expires: _____.

VILLAGE OF SOMERS

By: _____
George Stoner, President

By: _____
Brandi Baker, Clerk/Treasurer

STATE OF WISCONSIN)
) SS.
COUNTY OF KENOSHA)

Personally, came before me this _____ day of _____, 20___, the above named Village of Somers President, George Stoner, and Vilage of Somers Clerk/Treasurer, Brandi Baker, to me known to be the person and officer who executed the foregoing instrument and acknowledged that they executed the same as the act and deed of the Office of Executive of Kenosha County and by their authority.

Notary Public, Kenosha County, WI.
My Commission Expires: _____.

Attachments:
Exhibit "A" (s. 9.1)
Exhibit "B" (s. 9.1)

EXHIBIT "B"

Pursuant to the provisions of Section 9.1 of this contract, administrative costs shall include, but not limited due to enumeration of the following:

- Wages
- Workmen's Compensation Insurance
- Unemployment Compensation Insurance
- Health Insurance
- Life Insurance
- Paid Vacation
- Cost of Living Adjustment (as negotiated)
- Patrol Cars
- Repair, Replacement and Maintenance of Equipment
- Communications Equipment
- Ammunition
- Insurance Bonding
- Social Security
- All other fringe benefits
- Supplies
- Accounts and Record Keeping
- Training of Deputies
- Supervision
- Legal Consultation
- Disability Benefits

Exhibit A
LAW ENFORCEMENT CONTRACT
Village of Somers
2024 Proposal (January 1, 2024- December 31, 2024)

Deputy (top and middle of pay scale per KCDSA labor contract) January 1, 2024-June 30, 2024 (figures include employer paid benefits: FICA, WRS Prot. Retirement, Health Ins (F), Life Ins., Works Comp, Clothing Allowance)			
84 Months	Top:	\$	65,910
36 Months	Middle:	\$	62,723
		\$	128,632 Total

/	\$	2	divide by
/	\$	64,316	Average annual salary/benefits
/	\$	1,048	work hours in 2023
	\$	61.37	Average hourly rate
x		5,973	Proposed Hours of coverage (8.25*4*181)
		\$366,565.08	Proposed Contracted Labor Costs (Hours X Hrly Rate)

Deputy (top and middle of pay scale per KCDSA labor contract) July 1, 2024-December 31, 2024 (figures include employer paid benefits: FICA, WRS Prot. Retirement, Health Ins (F), Life Ins., Works Comp, Clothing Allowance)			
84 Months	Top:	\$	67,070
36 Months	Middle:	\$	63,806
		\$	130,876 Total

/	\$	2	divide by
/	\$	65,438	Average annual salary/benefits
/	\$	1,048	work hours in 2023
	\$	62.44	Average hourly rate
x		6,072	Proposed Hours of coverage (8.25*4*184)
	\$	379,142	Proposed Contracted Labor Costs (Hours X Hrly Rate)
	\$	32,175	Proposed cost for fuel and vehicle maintenance (Estimating 58,500 miles traveled at .55/mile for 2023)
		\$411,316.65	Proposal: 2024 Law Enf Services 7/1/2024-12/31/2024
		\$777,881.73	Total Cost for 2024 Law Enf Services
		\$64,823.48	Monthly Fee for Law Enf Services

2024 OT Rate January 1-June 30: \$ 71.17 (OT rate with employer paid benefits, based on Top Pay Deputy)
2024 OT Rate July 1-December 31: \$ 72.77 (OT rate with employer paid benefits, based on Top Pay Deputy)

Prepared: July 24, 2023
 Prepared by: Angela Khabbaz

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

WORK SESSION: October 3rd, 2023

TO: Village President Stoner and Village Trustees

FROM: Jason J. Peters, Administrator

AGENDA ITEM: #6 Discuss 2024 CIP Budget

COMMENTS:

The 2024 proposed CIP projects are listed below by funds. For now, these CIP projects are listed as cash funded or through the use of ARPA Funds.

General Fund CIP:

Total proposed requests for General Fund CIP are \$1,936,545. Project details are listed below by departments:

- Total requested for Paving is \$491,545. Item requested is as follows:
 - 16th Place \$97,545
 - 13th Avenue \$353,000
 - 25th Street \$41,000
- Total requested from Public Works is \$675,00. Item requested is as follows:
 - Replace 2008 Freightliner 12-yard dump truck \$300,000
 - Replace 2008 Freightliner 5-yard dump truck \$300,000
 - Indoor scissor lift \$20,000
 - Outdoor boom lift \$55,000
- Total requested by Public Safety is \$155,000. Items requested are as follows:

- New Lucas CPR Machine \$40,000
- 6312 Light Tower \$40,000
- Scuba gear \$10,000
- SCBA replacement program \$30,000
- Fire Department Special Operations Traylor \$35,000
- Total requested by Administration is \$615,000. Items requested are as follows:
 - Auditorium Audio/Video \$120,000
 - Building Inspector Vehicle \$75,000
 - Auditorium Rehabilitation \$300,000
 - Replacement Computer Plan \$20,000
 - IT Server Replacement \$35,000
 - Village Buildings HVAC repairs \$13,000
 - Electronic Speed Signs \$15,000
 - Garbage Dumpster Enclosure/Landscaping \$25,000
 - Flock Cameras \$15,000

Sewer Fund CIP:

- Total proposed requests for Sewer Fund CIP are \$1,849,700 Items requested are as follows:
 - Eaglewood Lift Station capacity increase \$842,200
 - Contract awarded in 2023, but contractor may not start until 2024.
 - This was moved from 2023 to 2024 (possible 2023)
 - Lichter Lift Station \$807,500
 - Contract awarded in 2023, but contractor may not start until 2024.
 - This was moved from 2023 to 2024 (possible 2023)
- I&I Replacement/Repaid Program \$200,000

- This is listed each year and it is up to the Board if they would like to leave it in 2024 or not.

Water Fund CIP:

Total proposed requests for Water Fund CIP are \$351,318. Project details are listed below:

- Water Meter AMR Program \$351,318
 - Staff is recommending the use of ARPA funds to upgrade water meters to radio reads. This will save significant staff time when it comes to quarterly meter readings.

Stormwater Fund CIP:

Total proposed requests for Stormwater Fund CIP are \$185,00 which all are listed as cash. Project details are listed below:

- Green Bay Road Mueller Parcel \$40,000
- Gitzlaff Phase II \$50,000
- Pond Sediment \$25,000
- Neumiller Phase II \$30,000
- Davis Culvert \$40,000

KR Sewer District:

- Administration does not foresee any capital items needed for the KR Sewer District in 2023.

TID CIPs:

- Baxter Woodman has provided a list of TID eligible CIP projects. These projects have been forwarded to Ehlers to include in our financial management plan. Once this plan is completed these potential projects will be included in the TID budgets.

ATTACHMENTS:

2024 Consolidated CIP Spreadsheet

CIP Requests forms

TID Eligible Projects



FY 2024 CIP Request Form

1. Department Administration 2. Date Requested 9/29/2023

3. Project Name Auditorium Audio/Video 4. Requested by Jason Peters

5. Project Number _____ 6. # of Requests Submitted 9 7. Priority of Request 1 of 9

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

This item is being moved forward from the 2023. Since my time at the Village/Town, I have received many complaints as to the audio/visual set up in the Auditorium. Based on the acoustics of the space, many people find it difficult to hear what is going on during our meetings. Our system of recording our meetings is also out of date and this sometimes leads to recordings being difficult to replay. Staff has reviewed quotes for a complete overhaul of our a/v system.

9. Included in Prior CIPs Yes 10. If Yes, Budget Year 2023 11. \$\$\$ Budgeted in Prior CIP \$ 120,000.00

12. Age of Item to be Replaced 3-5 13. Estimated Useful Life of Replacement 5 14. End of Useful Life Year 2027 - 2029

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves)

If known, please give rationale for suggested funding source)

Town ARPA Funds

16. Amount Requested for FY2024 **\$120,000**



FY 2024 CIP Request Form

1. Department Administration 2. Date Requested 9/29/2023

3. Project Name Purchase Building Inspector Vehicle 4. Requested by Jason Peters

5. Project Number _____ 6. # of Requests Submitted 9 7. Priority of Request 2 of 9

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

Our current and past building inspectors have used their personal vehicles for trips to job sites and ordinance violations inspections. They have then submitted their mileage. The Village has paid an average of \$220 per month in mileage. From both a cost standpoint and a liability standpoint, Administration believes that our inspector should be driving a Village issued vehicle. The amount requested is based on a light duty four wheel drive truck.

9. Included in Prior CIPs No 10. If Yes, Budget Year N/A 11. \$\$\$ Budgeted in Prior CIP N/A

12. Age of Item to be Replaced N/A 13. Estimated Useful Life of Replacement 10 14. End of Useful Life Year 2034

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves

If known, please give rationale for suggested funding source)

General Fund Reserves

16. Amount Requested for FY2024 **\$75,000**



FY 2024 CIP Request Form

1. Department Administration 2. Date Requested 9/29/2023

3. Project Name Auditorium Rehab 4. Requested by Jason Peters

5. Project Number _____ 6. # of Requests Submitted 9 7. Priority of Request 3 of 9

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

In 2023, the Board authorized funds to be used to hire an architect to redesign the Village/Town Hall Auditorium. Rudie Frank was hired and has provided plans. The plans would include new desks for the Board, desks for Staff, painting, carpet, signage and sound attenuation. The plans would also serve to carpet portions of the fire department lobby. Based on the amount of construction, Administration estimates this work be around \$300,000. Administration is currently working on the bid set for publication and hopes to have actual bids by November.

9. Included in Prior CIPs No 10. If Yes, Budget Year N/A 11. \$\$\$ Budgeted in Prior CIP N/A

12. Age of Item to be Replaced 15 13. Estimated Useful Life of Replacement 30 14. End of Useful Life Year 2054

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves)

If known, please give rationale for suggested funding source)

2023A Borrowing

16. Amount Requested for FY2024 **\$300,000**



FY 2024 CIP Request Form

1. Department Administration 2. Date Requested 9/30/2023

3. Project Name Computer Replacement Program 4. Requested by Jason Peters

5. Project Number _____ 6. # of Requests Submitted 9 7. Priority of Request 4 of 9

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

In 2021, the Village received COVID related funds from the Federal Government through the state. A large portion of these funds went to buy new laptop for staff so they could work remotely, if needed. The lifespan of a laptop is around 3 to 4 years. In 2023, several computers were replaced and Administration will be replacing the Boards iPad. The Village should be allocating dollar each year to replace computers as they age. This is an ongoing request from Administration and will be include in all future CIPs.

9. Included in Prior CIPs Yes 10. If Yes, Budget Year 2023 11. \$\$\$ Budgeted in Prior CIP \$20,000

12. Age of Item to be Replaced 3-5 13. Estimated Useful Life of Replacement 5 14. End of Useful Life Year 2026 - 2029

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves)

If known, please give rationale for suggested funding source)

General Fund Reserves

16. Amount Requested for FY2024 **\$20,000**



FY 2024 CIP Request Form

1. Department Administration 2. Date Requested 9/30/2023

3. Project Name IT Server Replacement 4. Requested by Jason Peters

5. Project Number _____ 6. # of Requests Submitted 9 7. Priority of Request 5 of 9

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

Administration has meet with Kenosha IT over the past year to discuss the replacement of our aging computer server environment. If the Village wishes to get their server environment completely in house and separate from Kenosha County, the cost will be around \$35,000 for hardware and the license required. This cost is significantly lower if the Village would decide to "refresh" their switches and still be housed by Kenosha County IT.

9. Included in Prior CIPs No 10. If Yes, Budget Year N/A 11. \$\$\$ Budgeted in Prior CIP N/A

12. Age of Item to be Replaced 5 13. Estimated Useful Life of Replacement 5 14. End of Useful Life Year 2029

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves)

If known, please give rationale for suggested funding source)

General Fund Reserves

16. Amount Requested for FY2024 **\$35,000**



FY 2024 CIP Request Form

1. Department Administration 2. Date Requested 9/29/2023

3. Project Name Electronic Speed Limit Signs 4. Requested by Jason Peters

5. Project Number _____ 6. # of Requests Submitted 9 7. Priority of Request 7 of 9

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

The flashing speed limit signs that were included in our 2023 CIP budget. 4 signs were purchase and installed on 47th Avenue and 100th Avenue just south of Highway E. They have been well received by our residents. Administration would like to budget \$15,000 to purchase 4 additional signs.

9. Included in Prior CIPs No 10. If Yes, Budget Year N/A 11. \$\$\$ Budgeted in Prior CIP N/A

12. Age of Item to be Replaced N/A 13. Estimated Useful Life of Replacement 10 14. End of Useful Life Year 2034

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves)

If known, please give rationale for suggested funding source)

General Fund Reserves

16. Amount Requested for FY2024 **\$15,000**



FY 2024 CIP Request Form

1. Department Fire Department 2. Date Requested 9/27/2023

3. Project Name Lucas CPR 4. Requested by Ben Andersen

5. Project Number 1 6. # of Requests Submitted 5 7. Priority of Request 1 of 5

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)
I am requesting funds to purchase a third CPR machine for the 3rd ambulance. The CPR machine preforms CPR better than any human can and we should have one on each ambulance.

9. Included in Prior CIPs No 10. If Yes, Budget Year _____ 11. \$\$\$ Budgeted in Prior CIP _____

12. Age of Item to be Replaced NA 13. Estimated Useful Life of Replacement 15 years 14. End of Useful Life Year 2039

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves)
If known, please give rationale for suggested funding source)

2023A Borrowing

16. Amount Requested for FY2024 **\$40,000**



FY 2024 CIP Request Form

1. Department Fire Department 2. Date Requested 9/27/2023

3. Project Name Light Tower for 6312 4. Requested by Ben Andersen

5. Project Number 2 6. # of Requests Submitted 5 7. Priority of Request 2 of 5

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)
we are requesting funds to intall a light tower on the engine at station 2 like we have at Station 1 we have found this light to be invaluable on nght time calls for lighting up a scene and making it safer for all those on scene.

9. Included in Prior CIPs No 10. If Yes, Budget Year _____ 11. \$\$\$ Budgeted in Prior CIP _____

12. Age of Item to be Replaced NA 13. Estimated Useful Life of Replacement 15 years 14. End of Useful Life Year 2039

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves)
If known, please give rationale for suggested funding source)

2023A Borrowing

16. Amount Requested for FY2024 **\$40,000**



FY 2024 CIP Request Form

1. Department Fire Department 2. Date Requested 9/27/2023

3. Project Name SCUBA Equipment 4. Requested by Ben Andersen

5. Project Number 3 6. # of Requests Submitted 5 7. Priority of Request 3 of 5

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)
I am requesting \$10,000 for SCUBA equipment for water rescues. As somers grows every development has ponds thus increasing our risk of drownings. I have staff willing to be training in scuba if we had the equipment. In the last couple years in Somers we have had a drowning in the pike Creek and a car in the pond at Hwy E off ramp of I94 Southbound. We will have more water emergencies and we need to be equiped to respond to them.

9. Included in Prior CIPs No 10. If Yes, Budget Year _____ 11. \$\$\$ Budgeted in Prior CIP _____

12. Age of Item to be Replaced NA 13. Estimated Useful Life of Replacement 10 14. End of Useful Life Year 2034

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves)
If known, please give rationale for suggested funding source)

2023A Borrowing

16. Amount Requested for FY2024 **\$10,000**



FY 2024 CIP Request Form

1. Department Fire Department 2. Date Requested 9/27/2023

3. Project Name SCBA Replacement Plan 4. Requested by Ben Andersen

5. Project Number 4 6. # of Requests Submitted 5 7. Priority of Request 4 of 5

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)
This request is part of our on going SCBA Replacement plan so we don't have to replace all SCBA (Self Contained Breathing apparatus) all in one year. After 2024 we will be able to take a couple years off of this plan but we have realized that we need to purchase some addition SCBA related equipment in 2024 including Face Masks, Air bottles and SCBA units this request will cover those items.

9. Included in Prior CIPs Yes 10. If Yes, Budget Year Yearly 11. \$\$\$ Budgeted in Prior CIP _____

12. Age of Item to be Replaced NA 13. Estimated Useful Life of Replacement 15 14. End of Useful Life Year 2039

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves)
If known, please give rationale for suggested funding source)

Cash

16. Amount Requested for FY2024 **\$30,000**



FY 2024 CIP Request Form

1. Department Fire Department 2. Date Requested 9/27/2023

3. Project Name Fire Department Enclose Trailer 4. Requested by Ben Andersen

5. Project Number 5 6. # of Requests Submitted 5 7. Priority of Request 5 of 5

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)
We are requesting funds to purchase an enclosed special operations trailer for the fire department. This trailer will be used to carry a UTV along with other special rescue equipment. This trailer will also be set up as a rehab unit so firefighters can use it to cool down in the summer or warm up in the winter.

9. Included in Prior CIPs No 10. If Yes, Budget Year _____ 11. \$\$\$ Budgeted in Prior CIP _____

12. Age of Item to be Replaced NA 13. Estimated Useful Life of Replacement 15 14. End of Useful Life Year 2039

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves)
If known, please give rationale for suggested funding source)

2023A Borrowing

16. Amount Requested for FY2024 **\$35,000**



FY 2024 CIP Request Form

1. Department Public Works 2. Date Requested 9/29/2023

3. Project Name 2008 Freightliner 4. Requested by Andy Kreye

5. Project Number _____ 6. # of Requests Submitted _____ 7. Priority of Request 1 of 4

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)
replacing a 2008 Freightliner 5 yard plow truck.

9. Included in Prior CIPs _____ 10. If Yes, Budget Year _____ 11. \$\$\$ Budgeted in Prior CIP _____

12. Age of Item to be Replaced 14 13. Estimated Useful Life of Replacement 10 14. End of Useful Life Year 2034

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves)
If known, please give rationale for suggested funding source)

Borrowing

16. Amount Requested for FY2024 **300,000**



FY 2024 CIP Request Form

1. Department Public Works 2. Date Requested 9/29/2023

3. Project Name 2008 Freightliner 4. Requested by Andy Kreye

5. Project Number _____ 6. # of Requests Submitted _____ 7. Priority of Request 1 of 4

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)
replaceing a 2008 Freightliner 10 yard plow truck.

9. Included in Prior CIPs _____ 10. If Yes, Budget Year _____ 11. \$\$\$ Budgeted in Prior CIP _____

12. Age of Item to be Replaced 14 13. Estimated Useful Life of Replacement 10 14. End of Useful Life Year 2034

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves)
If known, please give rationale for suggested funding source)

Borrowing

16. Amount Requested for FY2024 **300,000**



FY 2024 CIP Request Form

1. Department Public Works 2. Date Requested 9/28/2023

3. Project Name Indoor scissor lift 4. Requested by Andy Kreye

5. Project Number _____ 6. # of Requests Submitted 4 7. Priority of Request 3 of 4

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)
Public works is requesting a scissor lift to help perform building maintenance duties

9. Included in Prior CIPs No 10. If Yes, Budget Year _____ 11. \$\$\$ Budgeted in Prior CIP _____

12. Age of Item to be Replaced _____ 13. Estimated Useful Life of Replacement 30 yrs 14. End of Useful Life Year _____

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves)
If known, please give rationale for suggested funding source)

2023A Borrowing

16. Amount Requested for FY2024 **\$20,000**



FY 2024 CIP Request Form

1. Department Public Works 2. Date Requested 9/28/2023

3. Project Name Towable boom Lift 4. Requested by Andy Kreye

5. Project Number _____ 6. # of Requests Submitted 4 7. Priority of Request 4 of 4

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)
Public works is requesting a towable boom lift to help with jobs that need to be completed from an aerial platform

9. Included in Prior CIPs No 10. If Yes, Budget Year _____ 11. \$\$\$ Budgeted in Prior CIP _____

12. Age of Item to be Replaced _____ 13. Estimated Useful Life of Replacement 30 yrs 14. End of Useful Life Year _____

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves)
If known, please give rationale for suggested funding source)

borrowing

16. Amount Requested for FY2024 **\$55,000**



FY 2024 CIP Request Form

1. Department Public Works 2. Date Requested 9/28/2023

3. Project Name 13th Ave (CTH KR to 361 13th ave) 4. Requested by Andy Kreye

5. Project Number _____ 6. # of Requests Submitted 1 7. Priority of Request _____ of _____

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)
13th ave has a paser rating of 1 and needs to be replaced

9. Included in Prior CIPs No 10. If Yes, Budget Year _____ 11. \$\$\$ Budgeted in Prior CIP _____

12. Age of Item to be Replaced _____ 13. Estimated Useful Life of Replacement 20 yrs 14. End of Useful Life Year 2023

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves)
If known, please give rationale for suggested funding source)

2023A Borrowing

16. Amount Requested for FY2024 \$353,000



FY 2024 CIP Request Form

1. Department Public Works 2. Date Requested 9/28/2023

3. Project Name 16th PL (Greenbay Rd to termination) 4. Requested by Andy Kreye

5. Project Number _____ 6. # of Requests Submitted 1 7. Priority of Request _____ of _____

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)
16th place has a paser rating of 1 and needs to be replaced

9. Included in Prior CIPs No 10. If Yes, Budget Year _____ 11. \$\$\$ Budgeted in Prior CIP _____

12. Age of Item to be Replaced _____ 13. Estimated Useful Life of Replacement 30 yrs 14. End of Useful Life Year 2023

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves)
If known, please give rationale for suggested funding source)

2023A Borrowing

16. Amount Requested for FY2024 **\$97,545**



FY 2024 CIP Request Form

1. Department Public Works 2. Date Requested 9/28/2023

3. Project Name 25th St (39th Ave to termination) 4. Requested by Andy Kreye

5. Project Number _____ 6. # of Requests Submitted 1 7. Priority of Request _____ of _____

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)
25th St has a paser rating of 1 and needs to be replaced (this is a town road)

9. Included in Prior CIPs No 10. If Yes, Budget Year _____ 11. \$\$\$ Budgeted in Prior CIP _____

12. Age of Item to be Replaced _____ 13. Estimated Useful Life of Replacement 30 yrs 14. End of Useful Life Year 2023

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves)
If known, please give rationale for suggested funding source)

2023A Borrowing

16. Amount Requested for FY2024 \$41,000

TID Eligible Water System Improvements
Improvement Description and Preliminary Opinion of Probable Cost
Village of Somers, WI

Item	Approximate Quantity	Unit Price	Amount
18th Street Water Transfer Station Modifications			
Control Valve and SCADA Modifications to Return Water	1 Lump Sum	\$ 100,000	\$100,000
Contingency - 20 Percent	1 Lump Sum	\$ 20,000	\$20,000
		Subtotal =	\$120,000
12th Street Water Transfer Station			
Land Acquisition - Similar to 18th Street Site	1 Lump Sum	\$ 60,000	\$60,000
Water Transfer Station and Sitework - Similar to 18th Street	1 Lump Sum	\$ 1,500,000	\$1,500,000
Contingency - 20 Percent	1 Lump Sum	\$ 312,000	\$312,000
		Subtotal =	\$1,872,000
Elevated Storage and Connecting Water Main			
Land Acquisition	1 Lump Sum	\$ 100,000	\$100,000
Concrete Composite Elevated Storage - 1.5 MG - See Sheet 4	1 Lump Sum	\$ 4,700,000	\$4,700,000
Connecting Water Main on 100th Avenue.	1800 Lineal Feet	\$ 185	\$333,000
Hydrants	5 Each	\$ 7,000	\$35,000
Mainline Valves	3 Each	\$ 3,000	\$9,000
Contingency - 20 Percent	1 Lump Sum	\$ 1,035,000	\$1,035,000
		Subtotal =	\$6,212,000
Construction Cost			\$8,204,000
Professional Services Allowance - Approx. 8 percent			\$656,000
Project Cost			\$8,860,000

Improvement Description

See Sheets 2 and 3 for the planned location of the water transfer stations and the elevated storage.

See the Concept Ultimate Distribution Plan on Page 2; this is Figure 8 from the Water Supply Plan for the WDNR Water Diversion Application. The elevated storage shown is a recommendation of the Year 2020 water system modeling performed by Rukert-Mielke, Inc. for the Village of Somers and Kenosha Water Utility(KWU). This shows 1.5 MG of elevated storage east of the Subcontinental Divide (Divide) and 0.75 MG west of the Divide. Elevated storage east of the Divide will not function as intended because this system floats on the KWU second boosted zone and KWU has pumps running continuously; an elevated storage tank at this location will remain full except during in a fire condition. A 1.5MG elevated tank west of the Divide with provision for returning water at the water transfer stations should provide both equilization and fire storage for the Village until the Village's maximum day water use reaches 4.4 MGD. The current maximum day demand is approximately 800,000 gallons.

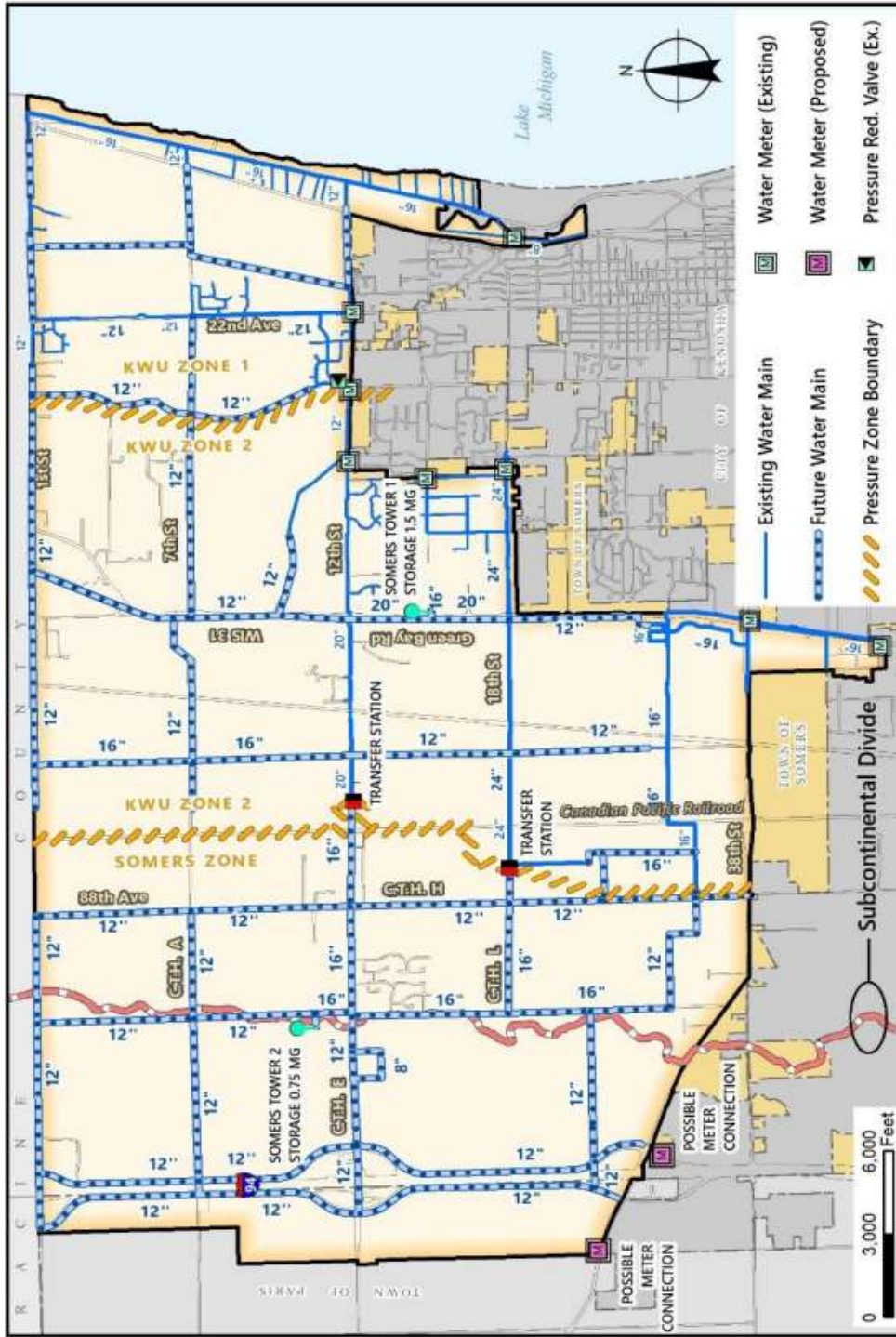


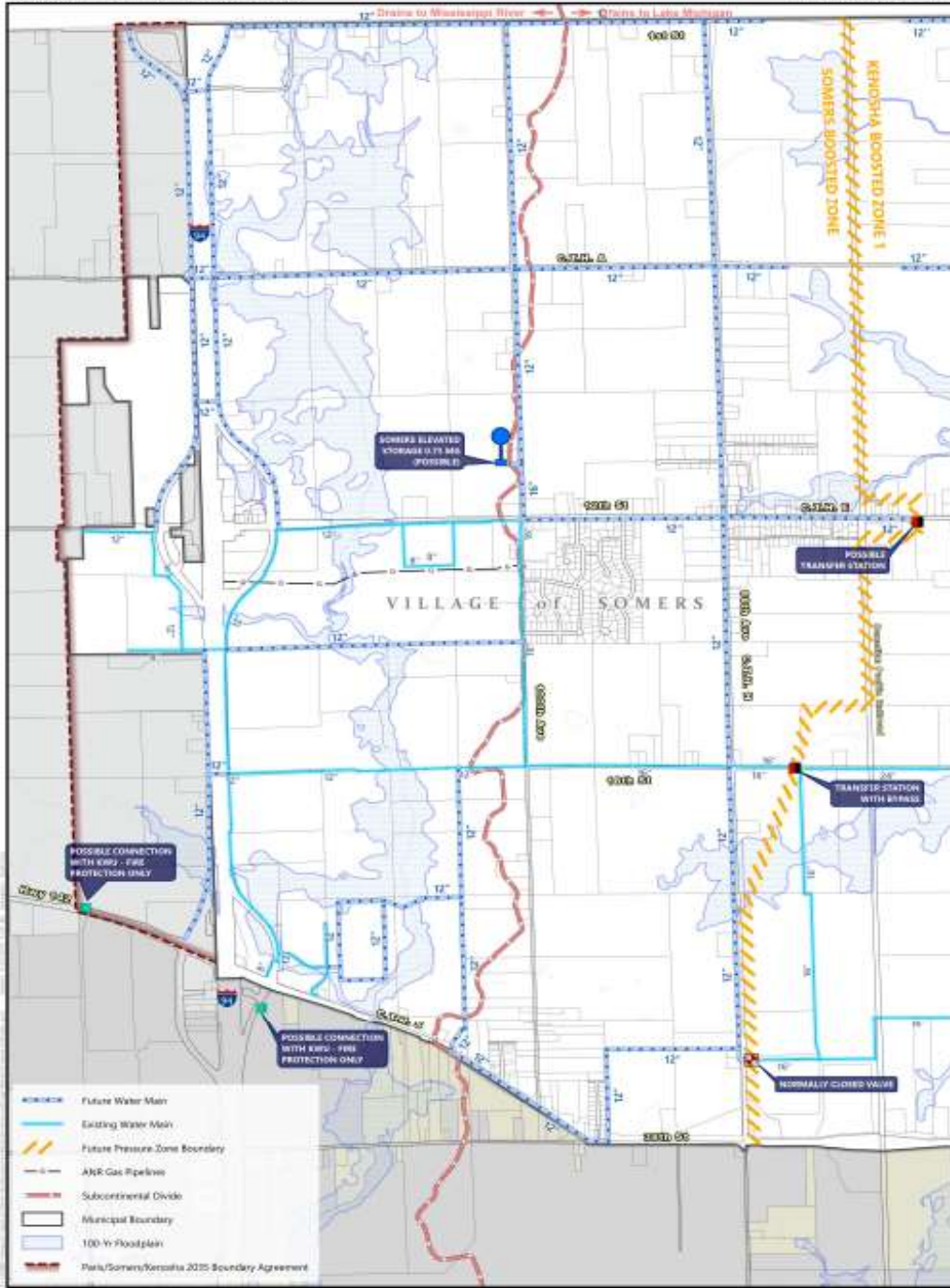
Figure 8: Concept Ultimate Water Distribution Plan

Note: The local distribution mains are not shown.

CONCEPT PLAN

WATER SERVICE WEST OF DIVIDE

Village of Somers, WI



April 25, 2023

Notes:
This is a fluid document; seek most current version.
Local Distribution Mains are not shown.





www.cbi.com

Douglas Snyder

Baxter & Woodman, Inc.

3 March 2023

Dear Douglas,

Per your request, I'm pleased to provide a written confirmation of the present-day non-binding Class 5 budgetary estimate for the elevated water tank requested. The budget is listed below with the work scope for your use:

1.0 MG x 105' TCL – CET - \$3,500,000

1.5 MG x 105' TCL – CET – \$4,470,000

Budget Pricing Includes:

- AWWA D100 Tanks w/ TCL as specified above
- Seismic Design – Zone 0, also compliance with IBC 2000
- Shop priming
- Epoxy/ Urethane Paint
- Spread Footing Foundation (based on assumed 4000 psf soil bearing)
- Standard Nozzles/Appurtenances
- Standard Non-Union Wages

Project Specific Items not included:

- Cathodic Protection
- Telemetry
- Piping Outside the Foundation
- Prevailing Wages
- Mixing System
- Site Work
- Tank Logos
- Pile / Pier Foundation (< 4000 psf soil)
- Containment for Blasting and Painting

In reviewing the budget, please note we have assumed a shallow foundation. We have not accounted for any special design considerations due to seismic and wind conditions that would be specific for the site. The actual foundation design will depend upon the findings of the Geotech for the site being considered for the tank.

Steel prices are still considered very unstable at this time. Given the current market conditions and supply chain constraint, we have used current day pricing for the budget.

Please be sure to add for any alternate site or project specific items that I have excluded above. If you should have any questions, please contact me at (815) 439-6214. Thank you for your interest in partnering with CB&I on this exciting project.

Thank you,

George Johnson

George Johnson

Business Development Manager

Office: 815 439-6214

Mobile: 224.337.9296

george.johnson@mcdermott.com

www.cbi.com | 14105 S. Route 59 | Plainfield, IL 60544 | USA

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

WORK SESSION: October 3rd, 2023

TO: Village President Stoner and Board of Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #7 Discuss moving up potential Fire/EMS hiring from 2024 to 2023

BACKGROUND:

At our September 23rd Budget Work Session, Staff presented a budget that added two additional Fire/EMS staff. The following is what was presented on the 23rd.

- 2 additional Fire/EMS positions
 - Increase of \$188,511 to general fund
 - Chief Andersen has provided the following below:

“In the 2024 budget I am requesting 2 additional fulltime Firefighter Paramedics. I will do my best to explain the reasoning for this request. There are many factors that have led me to this request including increasing number of calls for service each year, more buildings and population that we are responsible to protect, and difficulty keeping part time, paid on premise, and paid on call employees. We currently only guarantee staffing of 4 firefighter/EMTs each day as shown below. With hiring these 2 additional Firefighter Paramedics we would increase our minimum staffing to 5 firefighter/Medics a day as shown below. I would also like to remind you that fulltime firefighter/paramedics work every 3rd day so it takes 3 to equal one full-timer a day, we hired 1 two years ago so this would bring us up to an even number of full-time firefighter/paramedics at 4 a day.”

Current Model	A-Shift	B-Shift	C-Shift
Station 1	Fulltime FF/Medic	Fulltime FF/Medic	Fulltime FF/Medic
Station 1	Fulltime FF/Medic	Fulltime FF/Medic	Fulltime FF/Medic
Station 2	Fulltime FF/Medic	Fulltime FF/Medic	Fulltime FF/Medic
Station 2	Part time FF/EMT	Part time FF/EMT	Fulltime FF/Medic

FF/Medic – Firefighter/Paramedic

2024 proposed Model	A-Shift	B-Shift	C-Shift
Station 1	Fulltime FF/Medic	Fulltime FF/Medic	Fulltime FF/Medic
Station 1	Fulltime FF/Medic	Fulltime FF/Medic	Fulltime FF/Medic
Station 1	Part time FF/EMT	Part time FF/EMT	Part time FF/EMT
Station 2	Fulltime FF/Medic	Fulltime FF/Medic	Fulltime FF/Medic
Station 2	Fulltime FF/Medic	Fulltime FF/Medic	Fulltime FF/Medic

“This increase in full time staffing insures 2 firefighter/paramedics at each station each day covering the ambulance plus a part timer at station 1 every day who can staff either a fire truck or the 3rd ambulance. Our call volume is increasing, and the number of fire related calls is increasing so we need to start ensuring a fire engine is available even when both main ambulances are out. While these two Firefighter/Paramedics will be a huge help we are still below where we should be staffing wise. With our community size we should really be staffing 8-9 people a day and currently we are at 4 hoping to move to 5 with your assistance.”

UPDATE:

At our September 26th Board Meeting, Trustee Ostby requested that Staff provide information on moving up these hires to the 2023.

COMMENTS:

Accounting Manager Ealy has provided the attached spreadsheet that shows the cost of moving these new hires to November of 2023. It would add approximately \$32,000 to the 2023 Operating Budget.

ATTACHMENTS:

Salary Projection

	2023 Projected	104.00%	Projected	Scheduled Overtime	Total	2080 total hours in 2024 Budgeted Annual wages	Fica	Pension	Health	Dental	Life	Total		
Public Safety 2023		113.90%					7.65%							
Administrative Salaried	Hours	\$ Per Hr.	Annual \$	Hours	\$ Per Hr.	BS&A Annual Wage								
Full-Time Union - Hourly														
Firefighter-EMT-1-New 1	461.85	\$18.23	\$8,419.53	26.1733333	\$27.35	\$9,135.37	\$9,135.37	\$698.86	\$1,390.40	4,275.76	268.50	103.74	\$15,872.63	
Firefighter-EMT-1-New 2	461.85	\$18.23	\$8,419.53	26.1733333	\$27.35	\$9,135.37	\$9,135.37	\$698.86	\$1,390.40	4,275.76	268.50	103.74	\$15,872.63	
Subtotal	923.70	36.46	16,839.05	52.35	54.70	18,270.73	18,270.73	1,397.71	2,780.81	0.00	8,551.52	537.00	207.48	31,745.25

14.6% increase 14.6% increase 5% increase for second half of the year

Employee 6.90%; Employer 14.30%; Duty Disability 0.02% = 21.22%
 15.22%
 14.32%

F 29,152.92 1,611.00
 S 11,842.44 555.6
 F*88 25,654.57 10,421.35

TOTAL

2771.08 hours for year
 12 months
 230.9233333
 2 months in 2023
 461.8466667

101-52210-50101 SALARIES	\$ 907,060.00
101-52210-50103 PART-TIME	\$ 307,040.00
101-52210-50104 OVERTIME	\$ 90,000.00
101-52210-50107 OFFICERS	\$ 18,500.00
101-52210-50108 PAID ON CALL	\$ 120,000.00
101-52210-50201 FICA	\$ 110,358.90
101-52210-50202 RETIREMENT	\$ 165,898.00
101-52210-50203 HEALTH INSURANCE	\$ 274,464.00
101-52210-50204 DENTAL INSURANCE	\$ 17,737.84
101-52210-50205 LIFE INSURANCE	\$ 1,351.00
	\$ 2,012,409.74

\$31,745.25 2023 budget increase
 \$2,012,409.74 2023 Budget

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

WORK SESSION: October 3, 2023

TO: Village President Stoner and Board of Trustees

PREPARED BY: Brandi Baker, Clerk-Treasurer

AGENDA ITEM:

- #8 Discuss proposed Ordinance 2023-032, An Ordinance to repeal and recreate section 9.09 of the Code of Ordinances of the Village of Somers regarding abandoned and nuisance vehicles.
- #9 Discuss proposed Ordinance 2023-033, An Ordinance to repeal and recreate section 21.02(A)(3) of the Code of Ordinances of the Village of Somers regarding definitions for the property maintenance.
- #10 Discuss proposed Ordinance 2023-034, An Ordinance to repeal and recreate section 21.12 of the Code of Ordinances of the Village of Somers regarding razing or removing structures.

BACKGROUND:

Building Inspector Scott Seymour has been reviewing Ordinances pertaining to property maintenance and has requested changes to the above mentioned three Ordinances for enforcement purposes. The purpose of the changes to the Ordinances are as follows:

- Ordinance 2023-032 would clarify and expand the definition of an abandoned or nuisance vehicle to aid in enforcement.
- Ordinance 2023-033 would add language to the existing code to be more inclusive of the building codes that have been adopted by reference in Chapter 21, Property Maintenance.
- Ordinance 2023-034, change would aid in enforcement of dilapidated buildings with regard to Mobile Homes, by giving the option of removal of the structure. As currently written, razing is the only option.

Staff recommends these Ordinances be placed on the October 10th Board meeting for action.

ATTACHMENTS:

Ordinance 2023-032

Ordinance 2023-033

Ordinance 2023-034

ORDINANCE NO. 2023-032

AN ORDINANCE TO REPEAL AND RECREATE SECTION 9.09
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS
REGARDING ABANDONED AND NUISANCE VEHICLES

The Village Board of Trustees of the Village of Somers, Kenosha County,

Wisconsin, hereby repeals and recreates Section 9.09 of the Code of Ordinances of the Village of Somers to read as follows:

9.09 ABANDONED AND NUISANCE VEHICLES.

(A) **Purpose.** The purpose of this ordinance is to prevent blight, to secure health and humane living conditions, to protect the integrity of investments in real property, to prevent the decline of real estate values, to improve aesthetics and to protect the public health, safety and welfare. In order to secure this goal, activities contrary to this ordinance are deemed to constitute a matter of public concern which must be regulated or prescribed through the exercise of the Village's police powers.

(B) **Definitions.**

(1) "Vehicles" shall include mobile home, moped, UTV, ATV, motorbicycle, motorbus, motorcycle, motor-driven cycle, motorhome, motortruck, automobile, trailer, boat trailer, camping trailer, recreational vehicle or any vehicle as defined in Chapter 340, Wisconsin Statutes as may be amended from time to time.

(2) "Nuisance Vehicles" shall include any inoperable, unlicensed, unroadworthy, disassembled or wrecked vehicle. A vehicle for which a license has been applied for shall be herein deemed a licensed vehicle if proof of application is prominently displayed. Indication of a nuisance vehicle may include, but shall not be limited to, the following:

(a) A vehicle without a window or windows.

(b) A vehicle with broken windows.

(c) A vehicle with flat tires.

(d) A vehicle without a motor, if a motor vehicle as defined in Chapter 340 of the Wisconsin Statutes as may be amended from time to time.

(e) A vehicle in such a condition that it cannot be operated without being repaired.

(3) "Repair work" shall include mechanical, electrical and body work, maintenance, construction, reconstruction, assembly, disassembly, restoration, painting, upholstering or any similar or related work performed on any vehicle.

(4) "Street Repairs" shall mean "temporary repair work" performed on a vehicle in a manner and place which will not create a danger or hazard to vehicular or pedestrian traffic.

(5) "Temporary Repair Work" shall mean repair work which is performed within twenty-four (24) hours of a vehicle becoming unexpectedly unroadworthy on a street, highway, or thoroughfare, which work will make or attempts to make said vehicle roadworthy.

(6) "Owner" means the owner of any lot, premises, the occupants, the tenants or lessees thereof and of any vehicle as defined herein or mobile home.

(C) **Prohibition.** It shall be unlawful for any person, party, firm or corporation to keep, place or store any "nuisance vehicle" or to perform "repair work" or "street repairs" upon any public thoroughfare, street or highway or upon any private or public property within the Village in a manner inconsistent with this ordinance.

(D) **Repair Work - Limitations.** "Repair work" may be performed upon observance of the following conditions and restrictions:

(1) "Repair work" upon residentially zoned private property cannot be performed for financial gain or profit obtained through fees, barter, work is performed, if such repair work is performed on a repeated basis to a vehicle or vehicles, will be deemed to be repair or service work on a commercial basis and there will be a presumption that such repair work is done for fees, barter, charges or appreciation in value to a vehicle purchased for the purpose of resale. "Repair work" upon other than residentially zoned property shall be in accordance with the Village's zoning ordinances and in compliance with the applicable state, county and village laws, rules and regulations, licenses and permits.

(2) Except for authorized street repairs, "repair work" which renders a vehicle inoperable for a period of more than three (3) working days, must be performed in a garage or fenced in area which screens repair work from the view of the owners, users and occupiers of abutting and neighboring properties and from the view of passerbys using public thoroughfares, streets and highways. All "repair work" performed in a fenced in area shall be completed within seven (7) days of the day "repair work" was begun on the vehicle.

(3) "Street repairs" may be performed only within the scope of the definition thereof.

(E) **Nuisance Vehicles - Limitations.** "Nuisance Vehicles" may be kept, placed or stored outside of a garage or enclosed structure only in conjunction with a duly authorized and licensed auto sales, repair or salvage business lawfully operated within a property zoned and in compliance with all state and local laws, rules, regulations, licenses and permits.

(F) **Nuisance Vehicles - Removal.** Subject to the procedures herein set forth, nuisance vehicles may be moved to a storage lot designated by motion of the Village Board of Trustees, such removal to be made by an authorized tow agency as designated by the Village Board at the direction of the Sheriff's Department and at the cost and expense of the owner of said vehicle or the owner of the real estate upon which the vehicle was located when towed. Any vehicle so removed may be disposed of by the tow agency, if unclaimed, through procedures provided for in state and local law. Owners of nuisance vehicles or persons who are in the possession of property upon which a nuisance vehicle is located shall be provided with a ten (10) day written notice by the Village, served personally or by registered or certified mail, stating that they must abate the nuisance therein specified within ten (10) days or in the alternative the vehicle will be moved to a proper vehicle storage lot by a tow as authorized herein and that the vehicle owner or owner of the real estate shall be responsible for the payment of the cost of removal, plus storage charges and will be subject to a forfeiture as herein provided. The ten (10) days herein provided for shall continue to run even if the vehicle is temporarily removed for a period of time or no action is taken to permanently abate the specified nuisance. If at the end of the ten (10) days the nuisance has not been permanently abated, the owner or bailee shall be in violation of this ordinance and shall be liable for a daily forfeiture commencing with the eleventh (11th) day following the date of notice by personal service or the thirteenth (13th) day following the date of notice sent by registered or certified mail. Unlicensed vehicles, except vehicles for which a license has been applied for, and a record of application conspicuously displayed on the front windshield, which are upon public thoroughfares, rights-of-way, streets and highways may be removed without advanced notice. However, within twenty-four (24) hours of the tow of an unlicensed vehicle, there shall be an attempt made by the Sheriff's Department to determine the name of the owner and to serve the owner with a notice as to the location of the vehicle and of the appropriate claim procedures which will permit the owner to recover the vehicle. In the event that a vehicle owner has been issued one or more notices of a violation of this section within one (1) calendar year, no further notice shall be necessary for similar violations within the same calendar year, and in such an event, the investigating officer may, in his sole discretion, forgo the issuance of the previously described ten (10) day notice and immediately issue a citation for the violation of this ordinance and/or immediately remove the vehicle to a proper vehicle storage lot by a tow as authorized herein and in such an event the vehicle owner or owner of the real estate shall be responsible for the payment of the cost of removal, plus storage charges and will be subject to the forfeitures provided herein, including imposition of a special assessment against the real property upon which the vehicle was located before being towed.

(G) **Storage Prohibited.**

(1) No person shall permit, allow or cause to be stored a vehicle as defined herein to remain in the open upon private property within the Village for a period in excess of thirty (30) days, unless such storage shall be in connection with a duly authorized sale, repair or storage business enterprises located on a properly zoned and, if required by law, a duly licensed premises.

(2) **Vehicles Stored: Private Property.** The owner of any lot, plot or premises within the Village upon which a vehicle, as herein defined, is stored or permitted to remain, and the owner of any such vehicle, shall jointly and severally be responsible for the prompt removal of such vehicle to a completely enclosed building or buildings authorized to be used for such storage purposes, or otherwise to remove the same to a properly licensed location for disposal.

(3) **Vehicles Stored: Public Property.** Whenever the Village Administrator, Building Inspector or law enforcement officer shall find any vehicle placed or stored on any Village property, roads or right-of-ways such vehicle shall be removed to a licensed vehicle salvage yard and stored for a period of ten (10) days. At the end of such period, the licensed salvage yard may dispose of the vehicle, as allowed by state law, unless previously claimed by the owner. The owner of any such vehicle removed from Village properties, roads or right-of-ways shall be notified as soon as possible after such removal of the salvage yard to which the vehicle has been taken.

(4) **Notice.** Whenever the Village Administrator, Building Inspector, Village Board or law enforcement officer shall find any such vehicle placed or stored in the open upon private property within the Village, the owner of such property and the owners of the vehicle, if the owner can be located, shall be given a written notice, by certified mail or by personal service to remove the vehicle within ten (10) days. Should the vehicle not be removed by either the owner of the property (or tenant /occupant) or owner of the vehicle, the Building Inspector, the Village Board or the law enforcement officer shall, by judicial process, take such steps as are necessary to have the vehicle removed by a licensed salvage yard and the cost of removal shall be assessed jointly and severally against the owner of the property upon which the vehicle had been placed or stored and the owner of the vehicle.

(5) **Sale and Cost.** When any such vehicle has been removed and placed in storage by the Village, as herein provided, and such vehicle is not claimed by its owner, the vehicle shall be sold by the Village pursuant to state statute and the proceeds there from, if any, shall be used to pay the costs for the removal and storage, the owner of the land and the owner of the vehicle to be jointly and severally liable for the balance of the costs, and should the proceeds be in excess of the costs, the balance shall be paid to the owner of the vehicle, if the owner can be found, or the owner of the premises.

(H) **Abandoned Motor Vehicles.** No person shall abandon or leave unattended any motor vehicle, trailer, semi-trailer, or mobile home on any public highway or private or public property for such time and under such circumstances as to cause the vehicle to reasonably appear to have been abandoned and any vehicle that has been left unattended and without the permission of the property owner for more than twenty-four (24) hours within the Village shall be deemed abandoned and constitute a public nuisance, except that a motor vehicle shall not be considered an abandoned motor vehicle when it is

out of ordinary public view or when designated as not abandoned by a law enforcement officer requested by the Village to inspect said vehicle placement. A vehicle which constitutes a hazard to traffic may be removed immediately by order of any law enforcement officer. The County Sheriff shall immediately be advised of the description of the vehicle and the place of impoundment.

(1) **Impoundment.** Any vehicle in violation of this section shall be impounded until lawfully claimed or disposed of as set forth in this section, except that if the Village Administrator, Building Inspector or law enforcement officer determine that the cost of towing and storage charges for the impoundment would exceed the value of the vehicle, the vehicle may be junked or sold by the Village pursuant to state statute.

(l) **Public Nuisance.** Any vehicle defined in this section shall be declared to be a public nuisance and an action to abate such nuisance shall be in addition to any penalties hereinafter set forth.

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

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer

ORDINANCE NO. 2023-033

AN ORDINANCE TO REPEAL AND RECREATE SECTION 21.02(A)(3)
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS
REGARDING DEFINITIONS FOR THE PROPERTY MAINTENANCE

The Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereby repeals and recreates Section 21.02(A)(3) of the Code of Ordinances of the Village of Somers to read as follows:

(3) **Terms Defined Elsewhere.** Where terms are not defined in this Ordinance and are defined in other Village Ordinances, State law, Codes, ASHRAE, NFPA, NEC, or IBC, including but not limited to, those provisions which are adopted in Section 14.07 of this Code of Ordinances, such terms shall have the meanings ascribed to them therein.

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

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer

ORDINANCE NO. 2023-034

AN ORDINANCE TO REPEAL AND RECREATE SECTION 21.12
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS
REGARDING RAZING OR REMOVING STRUCTURES

The Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereby repeals and recreates Section 21.12 of the Code of Ordinances of the Village of Somers to read as follows:

21.12 RAZING OR REMOVING STRUCTURES.

(A) **Definitions.** The following words and phrases shall have the following meaning:

- (1) **Structure.** Includes any portion of a structure.
- (2) **Raze the Structure.** To demolish or remove the structure and to restore the site to a dust-free and erosion-free condition.
- (3) **Condemn.** The process of issuing a raze order and razing a structure.

(B) **Administration and Enforcement.** The Building Inspector is authorized to administer and enforce Section 66.0413 of the Wisconsin Statutes, entitled Razing Buildings, which is incorporated herein by reference as if fully set forth herein, and any successor statutes.

(C) **Raze Order.**

- (1) The Building Inspector may issue a raze order:
 - (a) If a structure is old, dilapidated, or out of repair and consequently dangerous, unsafe, unsanitary, or otherwise unfit for human habitation and unreasonable to repair, order the owner of the structure to raze the structure; or, if the structure can be made safe by reasonable repairs, order the owner to either make the structure safe and sanitary, or to raze the structure at the owner's option.
 - (b) If there has been a cessation of normal construction of a structure for a period of more than two (2) years, order the owner of the structure to raze the structure.
- (2) The raze order shall identify:

- (a) The basis for the raze order.
- (b) The time for compliance.

(D) **Service of Order.** A raze order shall be considered served on the owner of record of the structure that is subject to the order, or on the owner's agent if the agent is in charge of the structure, in the same manner as a summons is served in circuit court. A raze order shall be served on the holder of an encumbrance of record by first class mail at the holder's last known address and by publication as a Class 1 notice under Chapter 985 of the Wisconsin Statutes. If the owner or owner's agent cannot be found, or if the owner and the owner's agent is deceased and an estate has not been opened, the raze order may be served by posting it on the main entrance of the structure and by publishing it as a Class 1 notice under Chapter 985 of the Wisconsin Statutes, before the time limited in the raze order begins to run. The time limited in the raze order begins to run from the date of service on the owner or owner's agent; or, if the owner or owner's agent cannot be found, from the date that the raze order was posted on the structure.

(E) **Effect of Recording Order.** If a raze order is recorded with the Kenosha County Register of Deeds, the raze order is considered to have been served as of the date the raze order is recorded on any person claiming an interest in the structure or the real estate as a result of a conveyance from the owner of record, unless the conveyance was recorded before the recording of the raze order.

(F) **Failure to Comply With the Raze Order.** If the owner of a structure fails or refuses to comply with the raze order within the time prescribed, the Building Inspector may proceed to post the property as unfit for human habitation, occupancy or use, secure the structure, and raze the structure or contract with a private contractor for such work.

(G) **Special Assessments.** The Building Inspector shall recover all costs to condemn and raze the structure through special assessments levied and to be collected as a delinquent tax against the real estate upon which the structure is located. Such special assessment shall be a lien upon the real estate. A One Hundred (\$100.00) Dollars administrative fee for processing and administering the special assessment shall be added to the special assessment against the benefitted property.

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

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer

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

**Village Board Meeting
Tentative Agenda
Tuesday, October 10, 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 26, 2023 Vouchers dated September 28, 2023, and October 5, 2023
4	Correspondence:
5	Citizens Comments
6	President and Trustee Comments
7	Action on proposed contract with Kenosha County Sheriff's Office for Law Enforcement Services for 2024
8	Action on Payment Recommendation # 11 for Musson Brothers, Inc in the amount of \$11,730.00 for work done on the Sheridan Road Area Sanitary Sewer Improvement
9	Action on proposed Ordinance 2023-032, An Ordinance to repeal and recreate section 9.09 of the Code of Ordinances of the Village of Somers regarding abandoned and nuisance vehicles
10	Action on proposed Ordinance 2023-033, An Ordinance to repeal and recreate section 21.02(A)(3) of the Code of Ordinances of the Village of Somers regarding definitions for the property maintenance
11	Action on proposed Ordinance 2023-034, An Ordinance to repeal and recreate section 21.12 of the Code of Ordinances of the Village of Somers regarding razing or removing structures
12	Approval of Operator's Licenses: Michael Haubrich
13	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the October 10, 2023 Village Board Meeting & Tentative Agenda in 1 public place & on the Village website.

Original Post Date: September 29th, 2023

Dated this 29th 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**