

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

**Village Board Meeting  
Agenda  
Tuesday, June 11<sup>th</sup>, 2024  
5:30 p.m.**

<b>Village Board Meeting:</b>	
<b>Item #</b>	
1	Call to order
2	Pledge of Allegiance
3	Consent and Approval of Minutes of Regular meetings on May 28 <sup>th</sup> , 2024 and Vouchers Dated May 30 <sup>th</sup> 2024 and June 6 <sup>th</sup> , 2024, & ACH Payments for May 2024
4	Correspondence:
5	Citizens Comments
6	President and Trustee Comments
7	Aurora Hospital Commendation presentation to Somers Fire & Rescue Department Staff
8	Public Hearing on Class “A” & Class “A” and “Class B” & Class “B” License Renewals
9	Action on Class “A” & Class “A” License Renewals
10	Action on Class “B” and Class “B” License Renewals
11	Action on Tobacco & Cigarette License Renewals
12	Action on Cabaret License Renewals
13	Action on Amusement Device License Renewals
14	Action on application for Special Event Permit from Eclectic, LLC d/b/a J&M Bar and Grill for event held on June 22, 2024 from 12 p.m. to 8 p.m. Event to be held at J&M Bar & Grill, 8013 12th Street.
15	Action on application for Class “B” (Picnic) Beer License from Hyslop Foundation DBA Hawthorn Hollow Nature Sanctuary & Arboretum for their Pike River Benefit Concert Series on June 14 and July 19, 2024. Located at 880 Green Bay Road, Kenosha, Wisconsin 53144, and requests to waive fees.

16	Action on proposed tax settlement with Sam's Club and Wal-Mart to resolve current litigation regarding property tax assessments and to resolve potential litigation over 2023 property tax assessments
17	Action on appointment of Jerry Romanowski to Plan Commission to fill unexpired term of Ron Grimes, term ending 4/30/2025
18	Action on request for partial payment #3, #4, #5 and #6 from August Winters & Sons, Inc in the amount of \$1,094,932.82 for work on the 45th Avenue Lift Station and 63rd Avenue Lift Station 2023 UD #1 Capital Improvement Project
19	Approval of Operator's Licenses: Mia Carter, Kimberly Cantrell, Branden Leffelman, Lilith Sorenson, Shane Stankovitch and Anna Dix as a Temp
20	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the June 11<sup>th</sup>, 2024, Village Board & Meeting Agenda in 1 public place & on the Village website.

Dated this 7<sup>th</sup> day of June 2024

Wendy Burnette, Clerk-Treasurer

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

**Village of Somers  
Proceedings from the Regular Board Meeting May 28, 2024**

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

President Stoner led the Pledge of Allegiance.

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

**Consent and Approval of Minutes of Regular meetings on May 14th, 2024, Vouchers dated May 16th, 2024, and May 23rd, 2024**

Trustee Harbach moved to approve the Minutes of Regular meetings on May 14th, 2024, Vouchers dated May 16th, 2024, and May 23rd, 2024.

Seconded by Trustee Aupperle.

Motion carried. 7-0 vote.

**Correspondence**

None

**Citizen Comments**

None

**President and Trustee Comments**

Trustee Nelson spoke about the remodeling of the Village auditorium, which will be starting in June 2024 with a completion date of mid-August.

President Stoner and Trustee Nelson commented on the Pritzker Military Archives Center ribbon cutting/open house on Saturday, May 25<sup>th</sup>. Commented on how it is such an asset to the village.

Trustee Ostby spoke about his lobbying to Washington D.C to help support H.R. 860, a bill to help Somers get its own Zip Code. Trustee Harbach expressed his appreciation to Trustee Ostby for his time and for making the trip.

**Action on Plan Commission Recommendations (Maplecrest Country Club):**

Trustee Harbach moved to approve request by Maplecrest Country Club Inc, 9401 18th St, Kenosha, WI 53144-7748 (Owner), David Lyon, Three Leaf Partners, 504 W Juneau Avenue, Milwaukee, WI 53203 (Agent), for approval of an amendment to the land use plan map for the Village of Somers (Map 80) as adopted in the Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035 from "Park and Recreational", "Nonfarmed Wetland" and "Other Conservancy Land to be Preserved" to "High-Density Residential", "Medium-Density Residential", "Park and Recreational", "Nonfarmed Wetland" and "Other Conservancy Land to be Preserved" on Tax Parcel # 82-4-222-201-0100, located in the NE 1/4 of Section 20, T2N, R22E, Village of Somers, subject to the following conditions:

1. Subject to conditions as listed in Planning Memo dated March 26th, 2024.
2. Subject to final plans being reviewed and approved by Village Planning.
3. Subject to conditions as listed in Village Engineer Memo dated April 3rd, 2024.
4. Subject to final plans being reviewed and approved by Village Engineer; and
5. Execution of a Developer's Agreement between the Village of Somers and Three Leaf Partners

Seconded by Trustee Smith.

Trustee Harbach asked if questions had been resolved regarding drainage in the SE corner of parcel.

Administrator Peters stated that they were not resolved however the Village Engineers will be addressing.

President Stoner asked the Village Engineer how the drainage will be addressed.

Village Engineer made a statement that the proposed ponds will improve drainage.

Motion carried 7-0 vote

**Request by Maplecrest Country Club Inc, 9401 18th St, Kenosha, WI 53144-7748 (Owner), David Lyon, Three Leaf Partners, 504 W Juneau Avenue, Milwaukee, WI 53203 (Agent), for approval of rezoning from PR-1 Park-Recreational Dist. to R-11 Multiple-Family Residential Dist., A-4 Agricultural Land Holding Dist., C-2 Upland Resource Conservancy Dist., C-1 Lowland Resource Conservancy Dist. and PUD Planned Unit Development Overlay Dist. on Tax Parcel # 82-4-222-201-0100, located**

Trustee Harbach moved to approve request by Maplecrest Country Club Inc, 9401 18<sup>th</sup> St, Kenosha, WI 53144-7748 (Owner), David Lyon, Three Leaf Partners, 504 W Juneau Avenue, Milwaukee, WI 53203 (Agent), for approval of rezoning from PR-1 Park - Recreational Dist. to R-11 Multiple-Family Residential Dist., A-4 Agricultural Land Holding Dist., C-2 Upland Resource Conservancy Dist., C-1 Lowland Resource Conservancy Dist. and PUD Planned Unit Development Overlay Dist. on Tax Parcel # 82-4- 222-201-0100, located in the NE 1/4 of Section 20, T2N, R22E, Village of Somers, subject to the following conditions:

1. The Planned Unit Development Overlay for the Areas requested as R11 shall include the following:
  - a. Allowed density of 13.0 dwelling units per developable net acre (443 dwelling units within 34.005 acres).
  - b. The height of the 59-unit structures measured from grade to the mid-point of the sloped roof is 42 feet high. Maintaining the height of the building is necessary to provide adequate ceiling height in the units; and
  - c. The front yard setback of the 59-unit structures is 30 feet which falls below the 40' code minimum. The variance is necessary so the ramp going into the underground parking garage of the 59-unit building is not too steep as this can impact visibility of traffic.
2. The Planned Unit Development Overlay for the Areas request as A-4 shall include the following.
  - a. All homes will have front loaded garages as defined as an attached garage, the door of which is parallel (or approximately so) to the front of the building restriction line. An attached garage on a corner lot is deemed to be frontloaded if its door faces any street.
  - b. No alleys will be developed allowing rear loaded garages.
  - c. All public streets will provide curbs and gutters to allow for the proposed lot size variation and density.
  - d. Density shall not exceed 230 single family lots and no lots will be smaller than 9,000 square feet.
  - e. Single family home front yard setbacks shall be a minimum of 20 feet, back yard setbacks shall be a minimum of 25 feet, and side yard setback shall be a minimum of 5 feet on one side of the home 9 feet on the other.
  - f. Twin home front yard setbacks shall be a minimum of 20 feet, back yard setbacks shall be a minimum of 25 feet, and side yard setback shall be a minimum of 5 feet; and

g. The minimum home square footage on the first floor shall be a minimum of 1,200 square feet and the home shall be built with a basement.

3. Subject to conditions as listed in Planning Memo dated March 26th, 2024
4. Subject to final plans being reviewed and approved by Village Planning
5. Subject to conditions as listed in Village Engineer Memo dated April 3rd, 2024
6. Subject to final plans being reviewed and approved by Village Engineer; and
7. Execution of a Developer's Agreement between the Village of Somers and Three Leaf Partners.

Seconded by Trustee Nelson

Trustee Nelson made a motion to amend, based on a correction, 7bf twin home side setbacks shall be 5ft on one side and 9ft on the other side and made a motion to amend, based on a correction, 7bg that the first floor 1,200 square feet livable space applies to the single homes and twin homes.

Seconded by Trustee Harbach

Motioned as amended carried 7-0 Vote.

Motioned Carried 7-0 Vote

**Request by Maplecrest Country Club Inc, 9401 18th St, Kenosha, WI 53144-7748 (Owner), David Lyon, Three Leaf Partners, 504 W Juneau Avenue, Milwaukee, WI 53203 (Agent), for approval of a Certified Survey Map (dated October 27, 2023 and prepared by James D. Baker of Manhard Consulting) to create one (1) 34.005-acre Lot, one (1) 29.918-acre Lot, and one (1) 91.976-acre Lot, along with public right-of-way dedication, on Tax Parcel # 82-4-222-201-0100, located in the NE 1/4 of Section 20, T2N, R22E, Village of Somers. (For informational purposes only, this property is located at the SW corner of CTH H and CTH L.)**

Trustee Harbach move to approve request by Maplecrest Country Club Inc, 9401 18th St, Kenosha, Wi 53144-7748 (Owner), David Lyon, Three Leaf Partners, 504 W Juneau Avenue, Milwaukee, WI 53203 (Agent), for approval of a Certified Survey Map (dated October 27, 2023, and prepared by James D. Baker of Manhard Consulting) to create one (1) 34.005-acre Lot, one (1) 29.918-acre Lot, and one (1) 91.976-acre Lot, along with public right-of-way dedication, on Tax Parcel # 82-4-222-201-0100, located in the NE 1/4 of Section 20, T2N, R22E, Village of Somers, subject to the following conditions

1. Subject to conditions as listed in Planning Memo dated March 26th, 2024.
2. Subject to final plans being reviewed and approved by Village Planning

3. Subject to conditions as listed in Village Engineer Memo dated April 3rd, 2024
4. Subject to final plans being reviewed and approved by Village Engineer; and
5. Execution of a Developer's Agreement between the Village of Somers and Three Leaf Partners.

Seconded by Trustee Nelson

President Stoner asked Ryan Douglas where they were at with picking a developer.

Mr. Douglas stated they are waiting for final approval.

Motioned Carried 7-0 Vote

**Request by Maplecrest Country Club Inc, 9401 18th St, Kenosha, WI 53144-7748 (Owner), David Lyon, Three Leaf Partners, 504 W Juneau Avenue, Milwaukee, WI 53203 (Agent), for approval of site plan review and exterior fenestration review on Tax Parcel # 82-4-222-201-0100, located in the NE 1/4 of Section 20, T2N, R22E, Village of Somers. (For informational purposes only, this property is located at the SW corner of CTH H and CTH L.)**

Trustee Nelson moved to approve request by Maplecrest Country Club Inc, 9401 18th St, Kenosha, WI 53144-7748 (Owner), David Lyon, Three Leaf Partners, 504 W Juneau Avenue, Milwaukee, WI 53203 (Agent), for approval of site plan review and exterior fenestration review on Tax Parcel # 82-4-222-201-0100, located in the NE 1/4 of Section 20, T2N, R22E, Village of Somers, subject to the following conditions:

1. Site plan and exterior fenestration approval will only apply to those portions of the newly created lots that are to be used for R-11 Multiple-Family Residential District
2. Subject to conditions as listed in Planning Memo dated March 26<sup>th</sup>, 2024
3. Subject of final plans being reviewed and approved by Village Planning.
4. Subject to conditions as listed in Village Engineer Memo dated April 3, 2024.
5. Subject to final plans being reviewed and approved by Village Engineer; and
6. Execution of a Developer's Agreement between the Village of Somers and Three Leaf Partners.

Seconded by Trustee Smith

Trustee Harbach asked the timeframe for the project to begin.

Mr. Douglas mentioned the selection of developers by August and moving dirt by Q1 or Q2 of next year (2025)

Motioned Carried 7-0 Vote

**Action on Proposed Resolution 2024-005, A Resolution to amend the 2024 Budget to reference updated Capital Improvement Plan projects for 2024 (Paving Projects)**

Trustee Harbach moved to approve Action on Proposed Resolution 2024-005, A Resolution to amend the 2024 Budget to reference updated Capital Improvement Plan projects for 2024 (Paving Projects).

Seconded by Trustee Fredrick.

Motion carried. 7-0 vote

**Action on Request from Public Works Superintendent Kreye and Somers Fire Chief Ben Andersen to sell assorted equipment at the Wisconsin Surplus Auction**

Trustee Aupperle moved to approve Request from Public Works Superintendent Kreye and Somers Fire Chief Ben Andersen to sell assorted equipment at the Wisconsin Surplus Auction.

Seconded by Trustee Nelson.

Trustee Aupperle asked where the equipment will go.

Chief Anderson mentioned the Wisconsin Surplus Auction is located in Madison.

Trustee Aupperle asked what the revenue usually is for the auction.

Chief Anderson mentioned an average between 10-15k.

Motion carried. 7-0 vote.

**Action on amendment to Section 19 of the Village of Somers Employee and Procedures Manual to reference updates for Public Works Working Hours**

Trustee Aupperle moved to approve amendment to Section 19 of the Village of Somers Employee and Procedures Manual to reference updates for Public Works Working Hours

Seconded by Trustee Fredrick

Motion carried. 7-0 vote.

**Action on application for Special Event Permit from Clayton Pry – Wedding/Reception on June 22, 2024, at Hawthorn Hollow located at 880 Green Bay Road, Kenosha WI 53144**

Trustee Harbach moved to approve application for Special Event Permit from Clayton Pry – Wedding/Reception on June 22, 2024, at Hawthorn Hollow located at 880 Green Bay Road, Kenosha WI 53144

Seconded by Trustee Smith.

Motion carried. 7-0 vote.

**Action on application for Special Event Permit from Snap-on, Inc, for their Company Picnic on July 27, 2024, at Hawthorn Hollow located at 880 Green Bay Road, Kenosha WI 53144.**

Trustee Harbach moved to approve application for Special Event Permit from Snap-on, Inc, for their Company Picnic on July 27, 2024, at Hawthorn Hollow located at 880 Green Bay Road, Kenosha WI 53144

Seconded by Trustee Aupperle

Motion carried. 7-0 vote.

**Action on Operator's Licenses: Carleen Hoefler, Jennifer Vander Loop and Denise Ambrosini**

Trustee Harbach moved to approve Operator's Licenses: Carleen Hoefler, Jennifer Vander Loop and Denise Ambrosini

Seconded by Trustee Smith.

Motion carried. 7-0 vote.

**Adjourn**

Trustee Ostby moved to Adjourn at 5:57pm.

Seconded by Trustee Nelson.

Motion carried. 7-0 vote

Drafted this 30<sup>th</sup> day of May by Wendy Burnette, Clerk/Treasurer

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

05/30/2024 01:28 PM  
 User: HKRUK  
 DB: Somers

CHECK REGISTER FOR VILLAGE OF SOMERS  
 CHECK DATE FROM 05/30/2024 - 05/30/2024

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
05/30/2024	POOL	63405	AT&T001	AT&T	115.44
05/30/2024	POOL	63406	BAXTER	BAXTER & WOODMAN	19,714.42
05/30/2024	POOL	63407	BLAINFF	BLAIN SUPPLY INC	580.94
05/30/2024	POOL	63408	CORE	CORE & MAIN LP	1,277.44
05/30/2024	POOL	63409	DJS001	DJ'S SCUBA LOCKER INC	3,511.50
05/30/2024	POOL	63410	UHS001	FROEDTERT SOUTH INC	629.00
05/30/2024	POOL	63411	JCLICHT	JC LICHT LLC	11.99
05/30/2024	POOL	63412	JEF001	JEFFERSON FIRE & SAFETY INC	244.40
05/30/2024	POOL	63413	JOHNS	JOHNS DISPOSAL SERVICE INC	65,585.80
05/30/2024	POOL	63414	POIRIER	KEVIN POIRIER	2,561.27
05/30/2024	POOL	63415	MCDEVITTS	MCDEVITTS TOWING & REPAIR	1,617.95
05/30/2024	POOL	63416	MEN001	MENARDS - RACINE	159.93
05/30/2024	POOL	63417	R&RINS	R & R INSURANCE SERVICES INC	19,364.00
05/30/2024	POOL	63418	STERICYCLE	STERICYCLE INC	16.81
05/30/2024	POOL	63419	SMITHFREE	THE SMITH FREE GROUP LLC	5,625.00
05/30/2024	POOL	63420	WBURNETTE	WENDY BURNETTE	150.00

POOL TOTALS:

Total of 16 Checks:	121,165.89
Less 0 Void Checks:	0.00
Total of 16 Disbursements:	<u>121,165.89</u>

06/06/2024 12:57 PM  
 User: HKRUK  
 DB: Somers

CHECK REGISTER FOR VILLAGE OF SOMERS  
 CHECK DATE FROM 06/06/2024 - 06/06/2024

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
06/06/2024	POOL	63421	BRUM	ANN BRUMBACK	55.40
06/06/2024	POOL	63422	AAC001	ASSOCIATED APPRAISAL	4,971.77
06/06/2024	POOL	63423	AT&TMOB	AT&T MOBILITY	810.40
06/06/2024	POOL	63424	BTM001	BOUND TREE MEDICAL LLC	1,200.00
06/06/2024	POOL	63425	CORE	CORE & MAIN LP	270.00
06/06/2024	POOL	63426	GALLS	GALLS LLC	245.00
06/06/2024	POOL	63427	STO001	GEORGE STONER	211.60
06/06/2024	POOL	63428	JCLICHT	JC LICHT LLC	15.53
06/06/2024	POOL	63429	JEF001	JEFFERSON FIRE & SAFETY INC	671.46
06/06/2024	POOL	63430	SOR001	JOHN E SORENSEN	62.99
06/06/2024	POOL	63431	KEN002	KENOSHA COUNTY TREASURER	1,609.20
06/06/2024	POOL	63432	KWU001	KENOSHA WATER UTILITY	34,018.14
06/06/2024	POOL	63433	LAWEVANS	LAW OFFICE OF TIMOTHY R EVANS	2,562.50
06/06/2024	POOL	63434	MEN001	MENARDS - RACINE	213.35
06/06/2024	POOL	63435	NIDT001	NORTHERN ILLINOIS DIVE TRAINING	350.00
06/06/2024	POOL	63436	PAY001	PAYNE & DOLAN INC	749.19
06/06/2024	POOL	63437	TO000175	STEVEN KRAUSE	193.50
06/06/2024	POOL	63438	PEREZT	TERESA PEREZ	500.00
06/06/2024	POOL	63439	SMITHFREE	THE SMITH FREE GROUP LLC	3,750.00
06/06/2024	POOL	63440	TKITZ	TIMOTHY KITZMAN	866.25
06/06/2024	POOL	63441	USPOST	US POSTMASTER	284.00
06/06/2024	POOL	63442	USPOST	US POSTMASTER	406.00
06/06/2024	POOL	63443	WEE001	WE ENERGIES	118.58
06/06/2024	POOL	63444	WEE002	WE ENERGIES	85.76
06/06/2024	POOL	63445	WELDSTAR	WELDSTAR COMPANY	270.61
06/06/2024	POOL	63446	WICOURT	WI COURT FINES & SURCHARGES	5,031.40
06/06/2024	POOL	63447	WIDEPTAG	WI DEPT OF AG, TRADE & CONSUMER PRT	4,500.00
06/06/2024	POOL	63448	WIL002	WIL-KIL PEST CONTROL	179.46
06/06/2024	POOL	63449	WAM001	WILLIAM A MORRIS	149.42
06/06/2024	POOL	63450	WIHUMANE	WISCONSIN HUMANE SOCIETY	905.16

POOL TOTALS:

Total of 30 Checks:	65,256.67
Less 0 Void Checks:	0.00
Total of 30 Disbursements:	<u>65,256.67</u>

**Village of Somers**

**ACH payments and checks from Payroll system during the month of May 2024**

<b>DATE</b>	<b>CHECK#</b>	<b>PAYABLE TO</b>	<b>AMOUNT</b>
5/3/2024	EFT1015	INTERNAL REVENUE SERVICE	\$ 26,822.65
5/3/2024	EFT1016	WI DEPT. OF REVENUE	\$ 4,404.61
5/3/2024	EFT1017	WISCONSIN DEFERRED COMP	\$ 1,742.16
5/3/2024	EFT1018	WI SCTF	\$ 1,766.36
5/3/2024	EFT1019	SOMERS FIRE FIGHTERS	\$ 330.00
5/3/2024	63306	BRIGHTHOUSE FINANCIAL	\$ 215.00
5/3/2024	ACH	SOMERS PAYROLL	\$ 75,209.70
5/9/2024	ACH	PNP BILLPAYMENT	\$ 369.94
5/9/2024	ACH	VERIZON	\$ 328.32
5/10/2024	ACH	ANALYSIS LOSS FEE/MISC FEE	\$ 820.29
5/10/2024	ACH	PNP BILLPAYMENT	\$ 98.00
5/14/2024	ACH	PNP BILLPAYMENT	\$ 124.00
5/16/2024	ACH	SAM'S CLUB	\$ 1,755.93
5/17/2024	EFT1020	INTERNAL REVENUE SERVICE	\$ 27,623.40
5/17/2024	EFT1021	WI DEPT. OF REVENUE	\$ 4,532.26
5/17/2024	EFT1022	EMPLOYEE TRUST FUNDS	\$ 45,760.24
5/17/2024	EFT1024	WI EMPLOYEE TRUST FUNDS	\$ 34,016.43
5/17/2024	EFT1025	WI SCTF	\$ 1,662.85
5/17/2024	EFT1026	SOMERS FIRE FIGHTERS	\$ 330.00
5/17/2024	EFT1027	WISCONSIN DEFERRED COMP	\$ 1,784.42
5/17/2024	EFT1028	DELTA DENTAL	\$ 2,703.60
5/17/2024	EFT1029	DELTA DENTAL & VISION	\$ 243.58
5/17/2024	63361	SECURIAN FINANCIAL GROUP, INC	\$ 796.40
5/17/2024	63362	SECURIAN FINANCIAL GROUP, INC	\$ 50.12
5/17/2024	63363	BRIGHTHOUSE FINANCIAL	\$ 215.00
5/17/2024	ACH	SOMERS PAYROLL	\$ 78,244.28
5/20/2024	ACH	PNP BILLPAYMENT	\$ 98.00
5/23/2024	ACH	KWIK TRIP INC	\$ 5,664.38
5/23/2024	ACH	WI ONLINE RECORD	\$ 126.00
5/24/2024	ACH	BIG 3 PACKAGING	\$ 672.24
5/24/2024	ACH	PNP BILLPAYMENT	\$ 175.40
5/28/2024	ACH	PNP BILLPAYMENT	\$ 45.00
5/31/2024	EFT1030	INTERNAL REVENUE SERVICE	\$ 26,972.95
5/31/2024	EFT1031	WI DEPT. OF REVENUE	\$ 4,449.74
5/31/2024	EFT1032	AFLAC INSURANCE	\$ 480.84
5/31/2024	EFT1033	WISCONSIN DEFERRED COMP	\$ 1,914.97
5/31/2024	EFT1034	WI SCTF	\$ 1,691.09
5/31/2024	EFT1035	SOMERS FIRE FIGHTERS	\$ 360.00
5/31/2024	EFT1036	LIBERTY NATIONAL	\$ 2,340.54
5/31/2024	63404	BRIGHTHOUSE FINANCIAL	\$ 215.00
5/31/2024	ACH	SOMERS PAYROLL	\$ 76,099.52
		<b>TOTAL</b>	<b>\$ 433,255.21</b>
		<b>2024 LOAN PAYMENTS</b>	
5/14/2024	ACH	WIRE TRANSFER - CHARLES SCHWAB & CO	\$ 4,587,521.00
5/15/2024	ACH	WIRE TRANSFER - STATE OF WI GOV'T INV	\$ 4,587,521.00
5/29/2024	ACH	WIRE TRANSFER - WELLS FARGO	\$ 271,923.75
5/29/2024	ACH	WIRE TRANSFER - BTSC PAYING AGENT	\$ 127,300.00
		<b>TOTAL</b>	<b>\$ 9,574,265.75</b>



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

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**MEETING DATE:** June 11, 2024

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

**FROM:** Wendy Burnette, Clerk-Treasurer

**AGENDA ITEM:** #8 Public Hearing on “Class A” & Class “A” and “Class B” & Class “B” License Renewals for 2024-2025

#9 Discussion on “Class A” and Class “A” Renewal Retail Alcohol Beverage License Applications

#10 Discussion on “Class B” and Class “B” Renewal Retail Alcohol Beverage License Applications

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**BACKGROUND:**

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

Building Inspections & Fire Inspections of all locations have been successfully completed, except for J&M, and Jerry Smith. We are asking for approval pending inspections. Maplecrest CC will not be updating their license for 2024-2025.

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

**PRIOR ACTION TAKEN:**

The Renewal Applications were reviewed and discussed at our June 4, 2024 Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

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

#8

*Motion to hold Public Hearing*

*Hold Public Hearing*

*Motion to Close Public Hearing*

#9

*“Motion to approve “Class A” and Class “A” Renewal Retail Alcohol Beverage License Applications as listed in attached “Class A” and Class “A” Retail Alcohol License Application Renewal List for 2024-2025”*

#10

*“Motion to approve “Class B” and Class “B” Renewal Retail Alcohol Beverage License Applications as listed in attached “Class B” and Class “B” Retail Alcohol License Application Renewal List for 2024-2025, subject to the following conditions only being applied to J. Smith Farm and Eclectic, LLC;*

- 1. J. Smith Farm’s application approval shall be subject to passing inspections by the both the Fire Inspector and Building Inspector; and*
- 2. Eclectic, LLC’ application approval shall be subject to passing inspections by the both the Fire Inspector and Building Inspector.*

ATTACHMENTS:

“Class A” and Class “A” Retail Alcohol License Application Renewal List for 2024-2025

“Class B” and Class “B” Retail Alcohol License Application Renewal List for 2024-2025

Sheriff Department Spreadsheet for Liquor Law Violations

Building Inspector alcohol inspection report

Fire Inspector alcohol licenses report

**NOTICE OF APPLICATIONS FOR ALCOHOL LICENSES**

Please take notice that in accordance with the provisions of Chapter 125.04(3)(g) of the Wisconsin State Statutes, the following alcohol license applications for the licensing year 2024-2025 have been filed with the Clerk of the Village of Somers, Kenosha County, Wisconsin:

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

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

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

<b>NAME</b>	<b>AGENT</b>	<b>TRADE NAME</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>	<b>PARCEL NUMBER</b>
Danish Brotherhood Lodge #14	Joseph Vaughn	Danish Brotherhood Lodge #14	1300 Sheridan Road	Kenosha	WI	53140	83-4-223-181-0820
Eclectic, LLC	Justin Traughber	J & M's Bar & Grill	8013-12th Street	Kenosha	WI	53171	82-4-222-162-0010
Geebo, LLC	Peter Gochis	Somers House	1548 Sheridan Road	Kenosha	WI	53140	83-4-223-184-0820

Kenosha Country Club, Inc	John Schneider	Kenosha Country Club	500 13th Avenue, Box 249	Kenosha	WI	53140	83-4-223-063-0200
M & R, Inc	Shamin Khan-Bano	Hobnob Restaurant	277 S. Sheridan Road	Racine	WI	53403	83-4-223-052-0200
Oakfire Kenosha, LLC	Paul Meckler	Oakfire Pizzeria Napoletana & Bar	3552 Market Lane	Kenosha	WI	53144	82-4-222-271-0318
J. Smith Farm	Amy Smith	Jerry Smith Farm	7150 18 <sup>th</sup> St	Kenosha	WI	53144	82-4-222-153-0225
Petrifying Springs Beer Garden, S Corp	Anthony DeBartolo	Petrifying Springs Biergarten	5555 7th Street, Pavilion # 1	Kenosha	WI	53144	82-4-222-111-5001
Surfside Bowl, Inc	Ellen Hedges	Surfside Bowl	1015 Sheridan Road	Kenosha	WI	53140	83-4-223-083-0760

A Public Hearing and action on above the applications will occur at the regular meeting of the Somers Village Board at Somers Village/Town Hall, 7511 12<sup>th</sup> Street, Somers, Wisconsin, on Tuesday, June 11<sup>th</sup> 2024 at 5:30 p.m.

Wendy Burnette Clerk/Treasurer  
Publish: 05/28/24, 05/29/24 & 05/30/24

Index	Date	Time	CallSource	IncidentType	CommonName	Address	Narrative
1	2023-03-26	3:01	Phone	Suspicious	Kwik Trip - I94/S	11350 28TH ST	Clearly intoxicated and seems like a predator per caller Caller is in a red cab kenworth and another white cab truck is blocking him from getting out. Driver is refusing to move in the white cab and the red cab driver only has two hours of drive time. Just an argument at this time
2	2023-05-24	10:39	911	Disorderly Conduct	Kwik Trip - I94/S	11350 28TH ST	Narrative added from associated Call #: 567 - no weapons seen, unknown intoxication
3	2023-06-18	4:32	Phone	Fight	Kwik Trip - I94/S	11350 28TH ST	No weapons, possible intoxication. Had a coffee cup. Thinks he may be having mental health issues
4	2023-06-19	14:19	Phone	Check Welfare	Kwik Trip - I94/S	11350 28TH ST	F/b sitting in white prius with IL plates in parking lot drinking open bottle of alcohol
5	2023-10-11	13:08	Phone	Reckless/Intox Driving	Kwik Trip - I94/S	11350 28TH ST	Jeffrey was highly intoxicated and sleeping in bathroom. He AMA'd and was driven home.
6	2023-11-25	19:23	Phone	Medical Call	Kwik Trip - I94/S	11350 28TH ST	Courtney is leaving now to go get the license from the village.,Per the Village. I was informed to go to the gas station and advise the manager they need to pick up their liquor license. It has been paid for, however hasn't been posted within the business which means they aren't in compliance. The village is giving them a week before they are going to be cited.
7	2023-07-10	10:30	Officer Initiated	Assist Citizen	7-Eleven	1150 GREEN BAY RD	
8	2023-09-10	7:40	Phone	Disorderly Conduct	Amoco - 22nd Ave Somers	1170 22ND AVE	*Correction west of 22nd ave walking sb - has a crowbar with her
9	2023-07-20	21:23	911	Medical Call	BP - Kenosha Travel Plaza	11800 BURLINGTON RD	70-Year-old, male, conscious, breathing. CC Text: Psychiatric / Mental Health Conditions / Suicide Attempt / Abnormal Behavior Caller Statement: m/w elder man/skinny/glasses/bandana and blue t shirt at this business with a cut on his arm that's bleeding/also possibly intoxicated/asked for crisis (NON-SUICIDAL and alert),70-year-old, Male, Conscious, Breathing. CC Text: Psychiatric / Mental Health Conditions / Suicide Attempt / Abnormal Behavior Caller Statement: m/w elder man/skinny/glasses/bandana and blue t shirt at this business with a cut on his arm that's bleeding/also possibly intoxicated/asked for crisis Dispatch Code: 25A01 (NON-SUICIDAL and alert) Response: BLS w/ PD ANSWERS: - He is not violent. -- He does not have a weapon. -- He is not thinking or expressing thoughts about killing himself. -- The patient is inside the same structure. -- He is exhibiting abnormal behavior. -- He is responding normally (completely alert). -- He has not done anything to injure himself. -- It's not known if he is thinking about injuring himself. -- It's not known if he has a history of MENTAL HEALTH CONDITIONS. -- He has not had a confrontation (run-in) with public safety responders. -- He has taken medication or other substances today: currently drinking alcohol,70-year-old, Male, Conscious, Breathing. CC Text: Psychiatric / Mental Health Conditions / Suicide Attempt / Abnormal Behavior Caller Statement: m/w elder man/skinny/glasses/bandana and blue t shirt at this business with a cut on his arm that's bleeding/also possibly intoxicated/asked for crisis,he is at the bar
10	2023-08-10	3:45	911	911 Investigation	BP - Kenosha Travel Plaza	11800 BURLINGTON RD	B/friend intoxicated and talking about suicide,SPOKE TO A FEMALE ON THE PHONE WHO STATED THAT HER B/F WAS INTOX AND WAS TALKING ABOUT SUICIDE. Upon arrival deputies were unable to locate subjects. Spoke to female on the phone after attempting to locate them and she advised they had left home to elk horn. Female advised she had calmed her b/f down and that everything was fine now. Female advised b/f was talking "wierd" and she got scared. Spoke to male half who stated "it wasn't that serious" and advised he did not wish to kill himself and never said that. The male subject asked for a few dollars for gas. Both subjects were uncooperative and provided no names, addresses, or vehicle description. Attempted several call backs with no answer.
11	2023-09-03	0:46	911	Assist Citizen	BP - Kenosha Travel Plaza	11800 BURLINGTON RD	Also saying he is confused cause he has been drinking, sounds intoxicated too
12	2023-11-27	7:38	Phone	Assist Citizen	BP - Kenosha Travel Plaza	11800 BURLINGTON RD	Compl calling from home in waukegan - stated her husband Ogman Amador was being driven to work in Kenosha by his boss (compl didn't know his name) and there was an argument where the boss then kicked Ogman out of the car here - caller didn't know what the name of Ogman's workplace just that it was a maintenance or cleaning company in Kenosha,Derrek and Ogman had an argument about the work van that was only verbal. Ogman only knows Derrek through work. Both parties agreed to part ways. Ogman will not be working for Derrek anymore. Neither party wanted to sign a complaint for DC, no crime. Cleared taking no further action.
13	2023-01-26	9:43	Phone	Assist Citizen	Northside Superette	1810 SHERIDAN RD	Spoke to complainant who said that Stephanie Webb has been banned from the store and came in today. She said that she asked Stephanie to leave and that she refused and began arguing and cursing at her. She said that Stephanie left and then called the store 5 times. The owner said that she did not wish to sign a complaint and that she just wanted us to tell her she is not allowed back in the store. I spoke to Stephanie on the phone and advised her of this.
14	2023-04-16	16:13	Phone	Property	Northside Superette	1810 SHERIDAN RD	C caller in the laundromat-found a driver's license and debit card to a Kayla McCoy
15	2023-04-22	14:28	Phone	Theft	Northside Superette	1810 SHERIDAN RD	FW wearing tan shirt and M-mixed wearing blue and red stole a bottle of liquor and are now at the laundromat
16	2023-07-03	18:35	Phone	Trespass	Northside Superette	1810 SHERIDAN RD	C employee Sejal Patel-ref a female, Cashee, whom was banned from the store. She had come in and argued with employees before leaving in a veh WI/ARH1517. Caller wishes to speak to deputies about this
17	2023-08-26	10:00	Phone	Disorderly Conduct	Northside Superette	1810 SHERIDAN RD	Sounds intoxicated
18	2023-09-16	13:25	Phone	Theft	Northside Superette	1810 SHERIDAN RD	Male subj just stole bottle of liquor and a pizza and ran into trailer #12 in the park at 1784 sheridan rd -

19	2023-06-04	9:54	Officer Initiated	Liquor Law Violation	Sam's Club	3300 BRUMBACK BLVD	Liquor license class a fermented malt beverage license & class a intoxicating liquor license. Everything is up-to-date. All required employees have an updated License. No violations. Everything is displayed on a board at the front of the store. Tx for sharon bartmer from previous call 03/22 847-942-2598 and fast people search shows 847-838-0167 No intox
20	2023-08-10	8:27	911	Sex Offense	Sam's Club	3300 BRUMBACK BLVD	
21	2023-10-03	11:50	911	Disorderly Conduct	Sam's Club	3300 BRUMBACK BLVD	
22	2023-10-31	23:36	911	Disorderly Conduct	Sam's Club	3300 BRUMBACK BLVD	Spoke with Dan, who refused to answer any questions. Spoke with Austin who told me, Dan and Shawn (goes by "Cali") got into an argument after Shawn was talking with Austin and another party. Dan and Shawn were seperated and Shawn left and employees of Sam's Club kept Dan inside so that Shawn could leave. Shawn was still outside when Dan left and a heated argument ensued. By the time of my arrival all parties were seperated and Shawn had left the scene. A witness was able to tell me Shawn's phone number but no answer. No complaint was made and no crime was committed.
23	2023-01-02	16:26	Phone	Battery	Walmart	3500 BRUMBACK BLVD	No weapons no intox
24	2023-01-12	20:03	911	Weapons	Walmart	3500 BRUMBACK BLVD	Ane18343 is the license plate on the small vehicle, still in the lot- compl doesn't want to sign a complaint but is watching them ,corrected license plate is ane1834,now caller says the "ane" 10-28 is on a subaru  0F80f8qxxc for barnes and 0f80f8qxxd for angeleah. Both issued somers citations for disorderly conduct.,compl no longer here - noticed f/w in maroon suv run over a m/b -- in the parking lot- then he was on top of her car while she was speeding thru the lot - now by the intersection with another m/b and they seem to be arguing with her
25	2023-02-01	22:36	29-Jun	Disorderly Conduct	Walmart	3500 BRUMBACK BLVD	
26	2023-02-05	14:49	Phone	Road Rage	Walmart	3500 BRUMBACK BLVD	I spoke with Theresa. She was waiting to turn west onto STH 142 from Green Bay Road NB. The car behind her began honking. The man, identified as Richard was waving what appeared to be a breathalyzer. Theresa did not understand and believed Richard was following her. As I spoke with Theresa, Richard walked up to us. Theresa went into Walmart. Richard explained that he has an IID requirement and a revoked DL, but is in his time with the occupational license. Richard explained that he did not give enough of a breath sample and thats what caused his car horn to sound. I did not observe signs of impairment from Richard. The situation was later explained to Theresa. Richard was given an information card to give to his Probation and Parole Officer. No sign of a crime committed. Just a misunderstanding.
27	2023-02-20	17:51	Phone	Retail Theft	Walmart	3500 BRUMBACK BLVD	Gonzalez ntc #0f80fp3b12- retail theft baron ntc #0f80fp3b13- retail theft
28	2023-05-08	12:34	Phone	Disorderly Conduct	Walmart	3500 BRUMBACK BLVD	Unkwn weapons no intox, now hes out on the sidewalk
29	2023-05-26	10:59	Officer Initiated	Liquor Law Violation	Walmart	3500 BRUMBACK BLVD	I made contact with several Somers representatives and verified the information that was provided by Zeke was the information they had on file. At this time all records are up-to-date and will be waiting to speak with Zeke about the individual managers and verify that they are all current with their licenses. ,Per the Village of Somers representatives, I was informed that Walmart may be in violations of there Liquor and Operating Licenses. After speaking with Zeke the building manager for Walmart, he provided an up-to-date Liquor License. Liquor license class a fermented malt beverage license & "class a" intoxicating liquor license. \$600 Valid July 1, 2022 to June 30th 2023. Deputies checked the Beer and Liquor to confirmed that all the dates are current and not Expired. Zeke stated he would be calling to provide an updated list of the managers that have the Valid Liquor serving License. I am aware the County has records of the individuals, However per the Village of Somers they would like an updated List from Walmart directly.
30	2023-06-17	12:06	911	Road Rage	Walmart	3500 BRUMBACK BLVD	The license plate is AMV1047 on the black vehicle, female says the lady got out of the vehicle and trying to hit complainant with a bat
31	2023-06-27	11:28	Phone	Theft	Walmart	3500 BRUMBACK BLVD	M/w glasses, hoodie and jacket and gray sweat pants - driving a blue monte carlo - partial plate of possibly AGL - stole some liquor and bread/sandwich - did leave with items
32	2023-07-13	11:05	Phone	Disorderly Conduct	Walmart	3500 BRUMBACK BLVD	No weapons seen no intox
33	2023-08-02	13:47	Phone	Retail Theft	Walmart	3500 BRUMBACK BLVD	C Angel in the LP has a Adult female in custody for shoplifting. Cooperative at this time but believe she is intoxicated and said she has a daughter waiting in a car for her - unk how old the daughter is.
34	2023-08-04	18:44	Phone	Theft	Walmart	3500 BRUMBACK BLVD	Pulling in cracker barrel occ by 1
35	2023-09-09	23:01	911	Check Welfare	Walmart	3500 BRUMBACK BLVD	Deputies responed to Walmart for a male and female arguing in the lot around a Kia. Deputies located the Kia and male & female, identified as Jose Casas & Mckinzy Rockweiler. Mckinzy was very uncooperative, highly intox, and would not tell Deputies what she was doing with Jose. She would not state her relation to him or if she was hurt. Deputies spoke to Jose who said the two got into an argument over camping supplies they bought at Walmart. Multiple witnesses in the Walmart lot came to the scene and stated Mckinzy was walking through the Walmart lot while Jose drove beside her, and was shouting. Jose stated the two do not live together or have children. No visible injuries on either party. Jose left the scene in his vehicle and Mckinzy refused a ride and said she wished to walk home. Nothing further.,UNABLE TO GET ANY LICENSE PLATE INFORMATION - VEHICLE HAD TINTED WINDOWS

36	2023-09-16	9:29	911	Disorderly Conduct	Walmart	3500 BRUMBACK BLVD	C comp at customer service, she is trying to return something with a receipt. They are refusing. Said they have her on video purchasing another iron. They are arguing
37	2023-09-20	19:47	Phone	Retail Theft	Walmart	3500 BRUMBACK BLVD	Hes arguing with him
38	2023-09-25	14:01	911	Battery	Walmart	3500 BRUMBACK BLVD	reference a report of a Battery. I was in the area at the time the call was dispatched and was advised that the suspect, later identified via valid Wisconsin photo identification card as Caleb J. Breytspraak, had gotten in a black Kia and had driven eastbound out of the Walmart parking lot. At the time the information was given out, I was just pulling westbound onto Market Lane and observed a black Kia bearing Wisconsin/ANC5101 driving northbound onto Brumback Blvd. Due to the vehicle matching the description given by the complainant, I initiated a traffic stop on the vehicle. I then observed Caleb to be in the driver's seat of the vehicle and a female identified via valid Wisconsin photo driver's license as Brianna L. Carrillo sitting in the front passenger seat. Caleb was wearing clothing that matched the description provided by the complainant; a Levi's shirt (sweatshirt) and jeans with white Crocs. I asked Caleb if he had just been involved in an incident at Walmart and he stated he had been. Caleb admitted to smacking the complainant, Arnulfo Ayala-Silva, across the face with his right hand. Caleb stated that he had hit Arnulfo due to previous issues he had with Brianna while the two were working at Amazon. Caleb stated that Brianna used to be harassed by Arnulfo while they worked together. Caleb denied coming to Walmart with the intention to hit Arnulfo as he and Brianna had come to the store looking for "Buzz Balls" as it was Caleb's birthday. Caleb also informed me that Arnulfo had pushed him in the area of his chest first which is why he smacked him. I then spoke with Brianna who confirmed that Arnulfo had been harassing her when they worked at Amazon together. Brianna stated she had not been a witness to the hit or push on behalf of Caleb or Arnulfo as she had been with a Walmart associate looking for an item at the time of the incident. Brianna also stated that No weapons, no intoxic
39	2023-10-19	12:35	911	Mental Health	Walmart	3500 BRUMBACK BLVD	
40	2023-10-24	16:41	Phone	Retail Theft	Walmart	3500 BRUMBACK BLVD	M /h blue red hoodie concealed a bottle of liquor on their person Team lead Charlotte has a m/h older in age, unknown clothing description, on a motorized cart who might be intoxicated harassing customers.
41	2023-10-24	19:56	Phone	Disorderly Conduct	Walmart	3500 BRUMBACK BLVD	Comp saying the store has been robbed. Said he is an employee at walmart, can barely hear the comps
42	2023-11-05	13:54	911	Robbery	Walmart	3500 BRUMBACK BLVD	
43	2023-11-07	13:37	Phone	Medical Call	Walmart	3500 BRUMBACK BLVD	22-Year-old, Female, Not Conscious, Breathing status unknown. CC Text: Unconscious / Fainting (Near) Caller Statement: 22yoa female in the bathroom barely conscious (Unconscious Abnormal breathing),22-year-old, Female, Not Conscious, Breathing status unknown. CC Text: Unconscious / Fainting (Near) Caller Statement: 22yoa female in the bathroom barely conscious Dispatch Code: 31D02 (Unconscious Abnormal breathing) Response: ALS ANSWERS: -- Her breathing is not completely normal. -- She is still unconscious.,22-year-old, Female, Not Conscious, Breathing status unknown. CC Text: Unconscious / Fainting (Near) Caller Statement: 22yoa female in the bathroom barely conscious
44	2023-11-07	16:58	Phone	Retail Theft	Walmart	3500 BRUMBACK BLVD	Cit for Dominic through somers NTC #0F81WZH5K4: Retail Theft (9.216) NTC #0F81WZH5K6: Liquor Prohibited Under 21 (Possess or consume) (9.10(D)),stealing alcohol, apparel, groceries
45	2023-11-16	15:09	Officer Initiated	Disorderly Conduct	Walmart	3500 BRUMBACK BLVD	Intox subject
46	2023-12-03	14:09	Phone	Retail Theft	Walmart	3500 BRUMBACK BLVD	No weapons or intoxic
47	2023-12-09	8:41	Phone	Disorderly Conduct	Walmart	3500 BRUMBACK BLVD	Narrative added from associated Call #: 440 - owner is arguing with the tow co.
48	2023-03-29	20:00	911	Battery	Utopia Nails & Spa - Green Bay Rd	4816 GREEN BAY RD	Still arguing but not hitting anyone right now
49	2023-01-03	7:21	Phone	Annoying/Obscene Communications	Kwik Trip - Somers	5800 31ST ST	been receiving text messages from coworker Lena Lopez which started due to her boyfriend having a relationship with her. Ladacia stated that she has told Lena not to have contact with her and has continued to send her text messages and has used multiple phone numbers after being blocked. I reviewed the text messages which centered around Lena alleging that she was impregnated by Ladacia's boyfriend and wanting him to help pay for an abortion. None of the text messages I viewed from Lena were threatening or harassing in nature and at no point in the message exchanges does Ladacia tell her to stop sending her messages. Ladacia did send a voice message and a text message that was confrontational in nature telling Lena to come over to see if she has bite instead of just a bark. Ladacia stated that no harassing or threatening behavior has happened while at work at Kwik Trip and that all communication has been done over the phone, she further stated that she lives in Racine and Lena lives in the city of Kenosha. I explained to Ladacia that no criminal acts have been committed at this point and advised her to cease making any communications with Lena and to refrain from any threatening behavior. Ladacia stated she understood and would cease talking to Lena, I further advised that if any threats are made to report these. Further I explained that any paternity disputes would have to be handled through the court. I attempted to make contact with Lena at her TX 262-359-1179 but she did not answer and did not have a voicemail set up. I attempted to make contact at a residence located in house but there was no answer at the door. I will make further attempts to contact Lena, I was told by Kwik Trip management that she next works on 1-8 @ 1400 hours. Should I be unable to make contact with Lena I will make contact with her at Kwik Trip at this time.
50	2023-03-08	1:56	911	Assist Citizen	Kwik Trip - Somers	5800 31ST ST	Subject requested rescue as he was a diabetic. Somers rescue evaluated him and advised medically there was nothing wrong with him. Subject's eyes and pupils were normal reactivity. No odor of alcohol and subject was able to walk normally and answer questions. Subject was able to get gas and was going to get a hotel for the night

51	2023-06-09	18:05	911	Disorderly Conduct	Kwik Trip - Somers	5800 31ST ST
52	2023-08-25	10:30	911	Reckless/Intox Driving	Kwik Trip - Somers	5800 31ST ST
53	2023-08-26	16:24	Phone	Disorderly Conduct	Kwik Trip - Somers	5800 31ST ST
54	2023-11-24	11:58	Phone	Theft	Kwik Trip - Somers	5800 31ST ST
55	2023-02-04	7:24	Officer Initiated	Traffic Stop	Festival Foods - Somers	6000 31ST ST
56	2023-03-24	17:29	Phone	Theft	Festival Foods - Somers	6000 31ST ST
57	2023-04-30	12:26	Phone	Theft	Festival Foods - Somers	6000 31ST ST
58	2023-05-31	8:53	911	Medical Call	Festival Foods - Somers	6000 31ST ST
59	2023-12-26	15:41	Phone	Retail Theft	Festival Foods - Somers	6000 31ST ST

Deputies met with donna. Donna stated she got in a verbal altercation with the driver of wi reg ajg3042 at the parking lot and inside of kwik trip. The other party left prior to deputies arrival. Donna stated she yelled something at the man and they both argued outside the store. Once they went inside the store, donna advised he kept yelling at her stating she was drunk. Kwik trip security video, showed the events that happened at the parking lot was not the same as what donna stated. Kwik trip employees stated they believed donna was the aggressor in the situation. Kwik trip asked both parties to leave and the male subject left when asked. Donna stayed and advised she was scared to leave. Donna advised she thought no man should go up to a woman's face and yell at her. Deputies advised donna that no one should be yelling at anyone. Donna stated she wanted to just sit and calm down before leaving. Donna stated she did not want to sign a complaint and did not want us to attempt to contact the other party. No further law enforcement action taken.

Black volkswagon- LIC/AHP2805 female driver almost hit comp when pulling into gas station- then could barely walk inside. Seems intoxicated or having a medical emergency

No weapons, unk intoxicated

C compl bryan ref a bottle of liquor \$14.49 being stolen from the store at around 02:00 am

No iid installed. No insurance. Revoked drivers license. Suspended temp plate.

Caller is matt with lp, states a m/b 20s wearing all black stole patron and other liquor, unkwn where he went but last seen leaving the store

See LP in the office ref a M/W approx 30 yoa brown knit hat, black LS or hoodie black pants with white on sides and brown/black shoes --last seen heading n/b on foot on sth 31---took alcohol possibly 2 40's--

Enter thru the north entrance, liquor dept. To the stairway or elevator to the upper room

LP - Angel Gonzalez m/h blue hoodie with blk jacket, blk hat is currently stealing energy drinks and alcohol

**\*NOTE:**  
 This data is sorted by Address, Date, and then Time  
 Call data extracted using terms such as: Cabaret, Tavern, Liquor, License, Alcohol, Intox, Drunk, Argu%, and Bar

Index	IncidentNumber	Date	Time	CallSource	IncidentType	CommonName	Address	City	Zip	Narrative
	2023-00301423	2023-01-11	16:21	Officer Initiated Service	Service	Surfside Bowl	1015 SHERIDAN RD	KENOSHA	53140	Bartender on duty: Martin W. Meehan dob: 07/08/1969 (262) 620-0680, op#: no. 78-21-23 Valid July 1st, 2022-June30, 2023. „Class "B" Fermented Malt Beverages and "Class B" Intoxicating beverages NO. CB 21-07 valid July 1st, 2021-June 30th, 2022. This license was expired per the posting on the wall. DOR Special Agents advised they believe the license is current and Alan also advised he just got this license and believed it could've been printed wrong. DOR Specials Agents advised they would look into this issue on heir own. „Amusement license no. AD-21-03, valid July 1st-June 30th, 2022. License good for 10 devices on premises. Only 9 devices were located. This license was also expired on the posted board. DOR Special Agents will look into this as well.
1	2023-00301307	2023-01-10	21:38	911	911 Investigation	Somers House	1548 SHERIDAN RD	KENOSHA	53140	911 Hangup. On cb spoke to caller. He left his phone alone on the bar and believes somebody dialed 911 to prank him. No emergency. Caller is the manager of the bar
2	2023-00301395	2023-01-11	13:52	911	911 Investigation	Somers House	1548 SHERIDAN RD	KENOSHA	53140	On callback spoke with lawrence - accidental dial he will be downstairs painting the bar
3	2023-00301781	2023-01-14	0:47	911	Weapons	Somers House	1548 SHERIDAN RD	KENOSHA	53140	No complaint, unable to locate subject described by caller inside the bar.
4	2023-00302697	2023-01-20	23:25	Phone	Liquor Law Violation	Somers House	1548 SHERIDAN RD	KENOSHA	53140	Bartender --Madelyn M Arnsmeier f/w 09-06-2001 License #22-2024 valid until June 2023 Class B CB-22-07 valid until June 2023
5	2023-00305791	2023-02-11	0:15	911	Weapons	Somers House	1548 SHERIDAN RD	KENOSHA	53140	Spoke to bouncers who stated they had to kick a patron out, but there was no fight and there was nobody tazed and no taser displayed. Tommy stated the subject prank called to get the bar in trouble. The caller did not stay on scene. No complaint.„On the above date and time Deputies conducted a tavern check. The internal capacity is 98. There appeared to be more than 98 people inside. I warned Tommy that he appeared to be over capacity. I observed the bartender license for Madelyn Arnsmeier. I observed the class B license CB22-07, amusement license AD22-05, cabaret license CL-22-05. All licenses were valid Tavern check made. Bartender Cassandra B Kalinoski 9-02-1997, License # 61-22-24 valid until 6-30-24 B License was in plain view and valid. License CB 22-07 exp 6-30-23. Lovely and New were found to be underage inside the bar and were cited Lovely 0F80FZQKT4 New 0F80FZQKT5
6	2023-00315254	2023-04-15	1:19	Officer Initiated Service	Service	Somers House	1548 SHERIDAN RD	KENOSHA	53140	Deputies responded to Somers House and conducted a full tavern check. While inside, the Owner, Thomas Gochis provided me with the following paperwork: a bartenders license (license Number: 61-22-24, valid 2022-2024, issued to Cassandra Kalinoski at 8527 12th place Kenosha, who was on scene), a class B liquor license (license number: CB-22-07, valid through 6/30/23), a cabaret license (license number: CL-22-05, valid through 6/30/23), an amusement license (license number: AD-22-05, valid through 6/30/23, valid for 11 game systems), a cigarette and tobacco license (license number: CG-22-10, valid through 6/30/23), and a Kenosha County Health Department food service license (license number: NFRY-8XQ3RQ), and a maximum occupancy of 96 persons. 6 Individuals inside the bar were found to have false IDs, and 3 of the 6 were seen with alcoholic drinks. All 6 individuals were cited. No other issues observed. „Candice, 0F80F8QXXN for consumption of alcohol by an underage person and 0F80F8QXXP for falsely representing age for alcoholic beverages. Eleanor, 0F80F8QXXJ for consumption of alcohol by an underage person and 0F80F8QXXX for falsely representing age for alcoholic beverages. Gianna, 0F80F8QXXM for consumption of alcohol by an underage person and 0F80F8QXXL for falsely representing age for alcoholic beverages.
7	2023-00317292	2023-04-28	23:43	Officer Initiated Service	Service	Somers House	1548 SHERIDAN RD	KENOSHA	53140	Tavern check of Somers House. Bartender madelynn m arnsmeier f/w 09/06/2001. Bartender license #41-22-24. Class B Liquor License #23-03, issued to Geebo LLC, Peter Gochi, 1548 Sheridan Rd. Amusement device license #ad-22-05. Cabaret License #CL-23-02 Indoor only. No violations observed, Deputies responded to conduct a routine tavern check. Upon arrival the business appeared to be closed. Deputies made contact with employees who allowed us to show trainees the layout of the bar and required licensure. Training only, no TIR completed.
8	2023-00338058	2023-09-09	2:19	Officer Initiated Service	Service	Somers House	1548 SHERIDAN RD	KENOSHA	53140	On the above date and time, I observed Alexandria Dohogne bar tending license #62-22-24 valid through June 2024. I also observed Class "B" and "Class B" license #CB 23-03 valid through June 2024. Amusement License AD 23-03 allowing 11 devices, 10 observed, valid through June 2024. Cigarette and Tabacco license CG 23-06 valid through June 24. The bar was open for business, there was approximately 50 patrons inside, and approximately 40 patrons on the outside deck. Northing further.
9	2023-00338984	2023-09-15	1:29	Officer Initiated Service	Service	Somers House	1548 SHERIDAN RD	KENOSHA	53140	Caller said that she was just inside the bar and there are alot of underage people inside the bar „0F80F8QXXV to Klukas, 0F80F8QXXW to St. Clair, 0F80F8QXXX to Dykas. All citations for underage possession or consumption of alcohol. Warned for use false identification to procure alcohol. False ID's confiscated. „Somers House had a valid class B liquor license which expires June 2024. Spoke with Bartender Cassandra B Gochis DOB 09/02/1997 (262 960 1454) who had a valid bartending license expiring in June 2024 through the Village of Per 280 - have an deputy ck on nyeomi martinez (262 333 4995). Apparently she had an arguement with boyfriend/rudolpho last night. Kpd had contact with her. Would like her cked on. Let ksd 280 know of the outcome. „ON the above date and time Deputies responded to the above address for a check welfar. Deputies made contact with all parties which indicated there was no issues lastnight and advised they were not in an arguement and were working in the bar until close time. They advised they played cards with a group of friends till 4am and in turn went to bed
10	2023-00340944	2023-09-30	0:21	Officer Initiated Service	Service	Somers House	1548 SHERIDAN RD	KENOSHA	53140	Arrived on scene and spoke with the caller Ashlyn. Ashlyn is the manager and informed me two individuals one mixed (black and white) and the other possibly hispanic came in, were playing loud music on their phone then left a speedway giftcard as payment before leaving the without paying. Ashlyn informed me one person was wearing a pink sweat shirt and the other was wearing a black hoodie with tan shorts carrying a back pack. I also spoke with Amber who was their waitress/bartender who stated they came in, appeared nervous when asked for their ID's but then provided ID. Amber stated they were 21 or 22 years old but does not remember their DOBs. They entered the business and spend approx an hour before Amber told them she could not serve them anymore because they were now closed. One of them left a speedway gift card on the table and both walked out without paying. Amber stated she followed them outside and told them they need to come back and pay or they are calling the police. Amber advised they both looked at each other and continued walking toward the Market square apartments. Ashlyn stated she called because she thought we could locate them, but does not want to pursue charges at this time.
11	2023-00349502	2023-12-02	2:01	911	Liquor Law Violation	Somers House	1548 SHERIDAN RD	KENOSHA	53140	C comp at 5403 53rd ct who picked up a license plate from a tree covered in mud at pets park
12	2023-00349639	2023-12-03	16:31	Phone	Check Welfare	Somers House	1548 SHERIDAN RD	KENOSHA	53140	No weapons, unknown intox
13	2023-00319008	2023-05-10	20:19	Phone	Theft	Oakfire Pizza	3552 MARKET LN	KENOSHA	53144	
14	2023-00343426	2023-10-18	12:07	Phone	Property	Petrifying Springs Park & Shop	5555 7TH ST	KENOSHA	53144	
15	2023-00334142	2023-08-13	17:08	Phone	Disorderly Conduct	Maplecrest Country Club	9401 18TH ST	KENOSHA	53144	

**\*NOTE:**  
This data is sorted by Address, Date, and then Time  
Call data extracted using terms such as: Cabaret, Tavern, Liquor, License, Alcohol, Intox, Drunk, Argu%, and Bar

**From:** [Scott Seymour](#)  
**To:** [Wendy Burnette](#)  
**Subject:** Alcohol License  
**Date:** Thursday, May 30, 2024 5:21:23 PM  
**Attachments:** [2024 CLK Alcohol Renewal List Inspections.pdf](#)  
[image001.png](#)

---

Wendy,

All businesses on the attached list have been inspected and have no issues preventing issuance of licenses.

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

*Unless the LORD builds the house, the builders labor in vain.*



## Kevin Poirier

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**From:** Adam Pisula  
**Sent:** Thursday, May 30, 2024 8:57 AM  
**To:** Wendy Burnette  
**Cc:** Joe Scruggs; Ben Andersen  
**Subject:** Re: Liquor Licenses Town and Village  
**Attachments:** Inspection 228701 maplecrest 5-29-24.pdf

Wendy,

Here is the update on those locations:

- J&M will be contacting the fire inspection office anytime within the next week or two for their final occupancy inspection, we anticipate no issues or violations.
- Jerry Smith will open to the public the week of June 17th, I spoke with the manager and will be onsite that week for an inspection, and I anticipate no issues or violations.
- On 5/29/24 I inspected Maplecrest CC which has not been open since last fall. The owner was not onsite, I will contact him via phone today. They have two violations that need correction and have given them a date of 6/12/24 for completion. Attached is the report for this location.

I will continue to keep you informed of these inspections, if you have any questions, please contact myself or Capt. Joe Scruggs [jscruggs@somers.org](mailto:jscruggs@somers.org) at any time.

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

To update your property or building information please go to [Fire Department Contact Form - Village & Town of Somers, WI](#) and complete the online form.

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**From:** Wendy Burnette <[WBurnette@somers.org](mailto:WBurnette@somers.org)>  
**Sent:** Wednesday, May 29, 2024 11:18 AM  
**To:** Adam Pisula <[APisula@somers.org](mailto:APisula@somers.org)>  
**Subject:** RE: Liquor Licenses Town and Village

Hi Adam,

Just wanted to let you know I'm going to be bringing all the Liquor Licenses in front of the board this Tuesday, June 4<sup>th</sup>. I'm going to ask for approval on J&M, Jerry Smith and Maplecrest CC pending your inspection. If Maplecrest's inspection is completed by tomorrow, just let me know. Please let me know if you have any questions.

---

**From:** Adam Pisula <APisula@somers.org>  
**Sent:** Wednesday, May 22, 2024 3:09 PM  
**To:** Wendy Burnette <WBurnette@somers.org>  
**Cc:** Ben Andersen <BAndersen@somers.org>; Joe Scruggs <JScruggs@somers.org>  
**Subject:** Liquor Licenses Town and Village

Wendy,

All occupancies that have a Liquor License have been inspected, except for the following places:

- J&M Bar and grill has been closed since a fire in 2022. They have been remodeling with permits through the building inspector and fire inspector, we will still need to conduct a new occupancy inspection when they are ready to open.
- Maplecrest CC. Initially they were not planning to open for 2024, last week I spoke with the owner who is intending to open and apply for a license. He will not be in town to let me into the building until next week, I will update as soon as the inspection is complete.
- Jerry Smith. They don't open for the season until June 17, the bar and alcohol area will not be open and set up until June 22nd. Conducting an inspection before they are set up and ready to open, would not allow us to see the entire operation. Please advise if this does not work.

All other occupancies have been inspected and have no outstanding violations or problems. Reports for an individual occupancy can be made available upon request. Please let me know if you have any questions.

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

To update your property or building information please go to [Fire Department Contact Form - Village & Town of Somers, WI](#) and complete the online form.



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

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**MEETING MEMO:** June 11, 2024

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

**FROM:** Wendy Burnette, Clerk-Treasurer

**AGENDA ITEM:** #11 Action on Cigarette and Tobacco License Applications

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**BACKGROUND:**

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

**PRIOR ACTION TAKEN:**

These applications were discussed at the June 4, 2024 Village Work Session.

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

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

*“Motion to approve Cigarette and Tobacco License Applications for 2024-2025”*

**ATTACHMENTS:**

List of Cigarette & Tobacco Applicants for 2024-2025

# VILLAGE OF SOMERS, KENOSHA COUNTY, WI

2024-2025

## Cigarette, Tobacco and Electronic Vaping Products Licenses

### TRADE NAME/LOCATION

**Kenosha Country Club**

500 13th Avenue, Box 249

Kenosha, WI 53140

Agent: John Schneider

**7-Eleven #35842A**

1150 Green Bay Road

Kenosha WI 53144

Agent: Bruce Maas

**Northside Superette**

1810 Sheridan Road

Kenosha, WI 53140

Agent: Bhanumati Patel

**Somers House**

1548 Sheridan Road

Kenosha WI 53140

Agent: Peter Gochis

**Kenosha Travel Plaza**

11800 Burlington Road

Kenosha, WI 53144

Agent: Parveen Bhardwaj

**Skogen's-Festival Foods**

6000 31<sup>st</sup> Street

Kenosha, WI 53144

Agent: Samuel Balk

**Kwik Trip #107**

5800 31<sup>st</sup> Street

Kenosha, WI 53144

Agent: Brian Malloy

**Somers Amoco**

1170-22<sup>nd</sup> Avenue

Kenosha, WI 53140

Agent: Simmi Bhardwaj

**Petrifying Springs Biergarten**

5555 7<sup>th</sup> Street Pavilion #1

Kenosha WI 53144

Agent: Anthony DeBartolo

**Kwik Trip #597**

11350 28<sup>th</sup> Street

Kenosha, WI 53144

Agent: Brian Malloy



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

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**MEETING DATE:** June 11, 2024

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

**FROM:** Wendy Burnette, Clerk-Treasurer

**AGENDA ITEM:** #12 Action on Cabaret License & Recurring Special Events Applications

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**BACKGROUND:**

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

**COMMENTS:**

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

Building Inspections & Fire Inspections of all locations have been successfully completed, except for J&M. We are asking for approval pending inspections.

**PRIOR ACTION TAKEN:**

These applications were discussed at the June 4, 2024 Village Work Session

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

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

*“Motion to approve Cabaret Applications as listed in the Cabaret License Applications for 2024-2025”*

**ATTACHMENTS:**

List of Cabaret Applicants

Calls for service provided with alcohol licenses memo

# Village of Somers Cabaret Licenses 2024-2025

Kenosha Country Club, Inc.  
John Schneider, Agent

Kenosha Country Club  
500 13th Avenue, Box 249  
Kenosha, WI 53140  
83-4-223-063-0200

Eclectic, LLC  
Justin Traugher, Agent

J & M Bar & Grill  
1300 Sheridan Road  
Kenosha, WI 53140  
83-4-223-181-0820

Geebo, LLC  
Peter Gochis, Agent

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

Danish Brotherhood Lodge #14  
Joseph Vaughn, Agent

Danish Brotherhood Lodge #14  
1300 Sheridan Road  
Kenosha, WI 53140



**OFFICE USE ONLY**  
 DATE FILED: 5-3-24  
 INITIALS: KS

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

# Village of Somers Yearly Cabaret

Fee - \$150.00/annual -- Beginning with effective month and ending in June)

Expires: June 30, \_\_\_\_\_ (Non-Renewable)

Licensee Name: KENOSHA CC  
 Corporation, Partnership, or Individual - Must be same name as beer/liquor license (if applicable)

Trade/Event Name: \_\_\_\_\_

Trade/Event Address: 500-13<sup>TH</sup> AVE KENOSHA, WI 53141  
 Street Zip

If Licensee is a Corporation or LLC, list Agent's Full Name: JOHN A. SCHNEIDER

List Date of Birth of Agent (If Corporation/LLC) or Individual: 8-24-62

Address: 3955 Royal Oaks Dr. RACINE WI 53406  
 Street City State Zip

Phone: 262-552-8488 Email: JSCHNEIDER@KENOSHACOUNTYCLUBS.COM  
 (Correspondence will be via email if address is given)

Driver's License Number: WI On File  
 State Number

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

CHARGE	STATE	DATE	RESULT

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

CHARGE	STATE	DATE

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

CHARGE	STATE	DATE

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

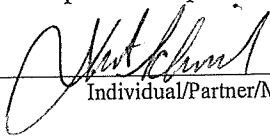
CHARGE	STATE	DATE	RESULT

5. List the name and address of all employers for which you have worked and/or businesses you have operated in the **past five (5) years**.

RACINE CC 2801 Northwestern Ave Racine WI 53404

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

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



Individual/Partner/Member Signature

5-3-24

Date

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

**YEARLY CABARET: OPERATIONAL AND SECURITY PLAN INFORMATION**

Operational Plan *WE ARE A COUNTRY CLUB THAT OCCASIONALLY HOSTS MEMBER EVENTS AND WEDDINGS*

Planned Hours\* of Operation: *HOURS ARE SEASONAL - HOURS LISTED ARE SUMMER TIME HOURS*

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Hours: <i>7:00 AM</i>	Hours: <i>CLOSE</i>	Hours: <i>7 AM</i>	Hours: <i>7 AM</i>	Hours: <i>7 AM</i>	Hours: <i>7 AM</i>	Hours: <i>7 AM</i>
to <i>8:00 PM</i>	to <i>CLOSE</i>	to <i>9 PM</i>	to <i>9 PM</i>	to <i>9 PM</i>	to <i>10 PM</i>	to <i>11 PM</i>

\*be sure to list AM or PM

Legal occupancy limit for the premises: *337* persons

Attach scale drawing of parking plan

Number of off-street parking spaces used to service the premises: *141* parking spaces

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

*SPACES ARE IN OWN PRIVATE PARKING LOT*

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

*NONE*

Identify any sound mitigation strategies to be implemented: \_\_\_\_\_

*NONE - MUSIC IS PLAYED INSIDE BUILDING*

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

*LITTER IS COLLECTED BY OUR STAFF. MUSIC IS PLAYED INSIDE BUILDING*

**Security Plan**

Attach scale drawing of elements of Security Plan WE HAVE CAMERAS POSTED AROUND THE PROPERTY

Description of clothing to identify security personnel: N/A

Are security personnel employees? If not, provide contact information for outside security firm: N/A

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

How will the entrance line be managed and controlled: N/A

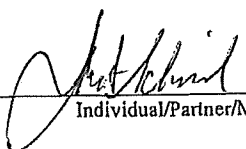
Will any security personnel be armed?  Yes  No

Plan for unruly patrons, intoxicated patrons, and physical disturbances (including fights): IF THE PROBLEM IS SEVERE WE WILL CALL LOCAL POLICE

Underage drinking and fake ID plan: BARTENDERS ARE TRAINED TO CHECK ID.

Provide the first and last name of all management personnel: JOHN SCHNEIDER  
STEVE TUCHER ERIN WILLOUGHBY ERIN TUSTLE

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

  
Individual/Partner/Member Signature

5-14-24  
Date



**OFFICE USE ONLY**  
 DATE FILED: 5/6/24  
 INITIALS: HA

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

# Village of Somers Yearly Cabaret

Fee - \$150.00/Annual -- Beginning with effective month and ending in June)

Expires: June 30, 2025 (Non-Renewable)

Licensee Name: ECLECTIC LLC  
 Corporation, Partnership, or Individual - Must be same name as beer/liquor license (if applicable)

Trade/Event Name: J+M's Bar + Grill

Trade/Event Address: 8013 12th St. Somers, WI 53144  
Street Zip

If Licensee is a Corporation or LLC, list Agent's Full Name: Justin Trauguber

List Date of Birth of Agent (If Corporation/LLC) or Individual: 08/25/1990

Address: 173 Old Green Bay Rd. Kenosha WI 53144  
Street City State Zip

Phone: 262 989 8259 Email: Justin8259@gmail.com  
(Correspondence will be via email if address is given)

Driver's License Number: WI On File  
State Number

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

CHARGE	STATE	DATE	RESULT
Failure to yield	WI	11/2022	Guilty

2. Have you ever had your **driver's license suspended or revoked in any state**?  Yes  No

If yes, provide: Charge, State, Date

CHARGE	STATE	DATE

3. Have you ever served or been sentenced to serve time in **jail or prison in any state**?  Yes  No

If yes, provide: Charge, State, Date

CHARGE	STATE	DATE

4. Have you ever, while operating a business or engaged in a profession, been convicted of any charges involving **unfair trade practices, unethical conduct, or discrimination in any state**?  Yes  No

If yes, provide: Charge, State, Date Result (Include pending charges).

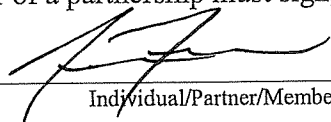
CHARGE	STATE	DATE	RESULT

5. List the name and address of all employers for which you have worked and/or businesses you have operated in the **past five (5) years**. Becton Dickinson 75 N. Fairway Dr. Vernon Hills, IL 60061

6. Have you lived at your current home address for the **past five (5) years**?  Yes  No

If no, please list all addresses which you have resided at in the past five (5) years.

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



Individual/Partner/Member Signature

05/06/2024

Date

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

**YEARLY CABARET: OPERATIONAL AND SECURITY PLAN INFORMATION**

**Operational Plan**

Planned Hours\* of Operation:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Hours: <u>11 am</u> to <u>2:30 am</u>	Hours: <u>11 am</u> to <u>2:30 am</u>	Hours: <u>11 am</u> to <u>2:30 am</u>	Hours: <u>11 am</u> to <u>2:30 am</u>	Hours: <u>11 am</u> to <u>2:30 am</u>	Hours: <u>11 am</u> to <u>2:30 am</u>	Hours: <u>11 am</u> to <u>2:30 am</u>

\*be sure to list AM or PM

Legal occupancy limit for the premises: 112 persons

Interior Bar: 72 Dining Room: 40

Attach scale drawing of parking plan

See attached area and C.U.P. site map

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

Parking available in traditional parking lot, south vacant lot (permission given by owner) and east neighbor's parking lot (permission given).

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

Please see above

Describe the sound amplification equipment to be used (if any): Microphone and small speaker sound systems. Intended for only single or duo artist/bands.

Identify any sound mitigation strategies to be implemented: Music to be played in the far east corner of patio, adjacent to the east commercial building. Speakers and other equipment will be pointed in the direction of the south vacant lot behind patio; away from the only surrounding residential neighbor.

How will orderly appearance and operation of the establishment be maintained in regard to litter and noise: Noise levels will be appropriate to ensure our customers and/or residential neighbor will not be uncomfortable and/or can still converse without overly loud music/amplification. Multiple garbage cans are available, plus staff/myself will be picking up all litter during and after event.

Security Plan

Attach scale drawing of elements of Security Plan

See attached map. Patio is fenced in, will use exit gate that will be managed through security as needed.

Description of clothing to identify security personnel: If applicable, security personnel will be provided bright neon or similar Jtm's apparel with "security" identified.

Are security personnel employees? If not, provide contact information for outside security firm: Yes, security personnel will be employees and/or myself and Megan's responsibility.

Plan to handle control and clearance of the parking lot and public right-of-ways adjacent to licensed property during hours of operation and at closing time: Business is located on Hwy E will no identified cross walks. Parking in the rear and forward spaces allowed, will allow customers to either pull out of parking lot to travel east or west on Hwy E.

How will the entrance line be managed and controlled: Taking into consideration the decades the bar has been around, we do not anticipate a line of cars or "entrance". However, if applicable cars can line up on the sides of Hwy E where parking is allowed in order to not disturb traffic or neighbors.

Will any security personnel be armed?  Yes  No

Plan for unruly patrons, intoxicated patrons, and physical disturbances (including fights): The patron or patron(s) will be asked to leave, escorted from the establishment and if necessary, authorities will be notified immediately.

Underage drinking and fake ID plan: Majority of our clientele are over the legal drinking age. However, consistent with our normal day-to-day business, any patron that appears to be under the legal drinking age will be ~~not~~ ID'd as appropriate to ensure no false identification and/or underage drinking. Fake IDs will be confiscated and disposed of.

Provide the first and last name of all management personnel: Justin Traugber, Megan Strandell

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

Handwritten signature of Justin Traugber over a line, with "Individual/Partner/Member Signature" printed below.

05/06/2024 over a line, with "Date" printed below.

Justin Traughber  
J&M's Bar & Grill (Eclectic LLC)  
262-989-8259  
Justin8259@gmail.com

### Yearly Cabaret License

The following application is being submitted to for a Yearly Cabaret License, located at J&M's Bar & Grill, 8013 12<sup>th</sup> St. Kenosha, WI 53144. Myself, Justin Traughber (owner) D.O.B. 08/25/1990 and Megan Strandell (co-owner) D.O.B. 04/01/1991 hold managerial capacity of the establishment.

#### Operating Plan –

To provide live music/bands and other entertainment utilizing the inside interior bar area (capacity 72 people), back dining room (capacity 40 people) of the building and the exterior rear patio area. Outdoors events on the patio and entertainment will be provided during our normal operating time of 11am to 9pm, per Conditional Use Permit. Limited to the patio space, music levels will be appropriate to ensure that our customers can conversate and not be uncomfortable with over-loud music. Music can be played in the far east corner of the patio, adjacent to the east commercial building. To help with sound mitigation, speakers and other equipment will be pointed in the direction of the south vacant lot behind the patio; away from the only surrounding residential neighbor. Scheduling the music to conclude earlier than 9pm, will allow an appropriate time for all outdoor activities to end and our patrons to move inside so that the patio can be close by 9pm. For indoor entertainment, small bands/solo artists may play after 9pm; where again music levels will be held at an acceptable level to ensure no disruption to the community.

Parking will be available in the traditional parking lot, the south vacant lot (permission already given by owner), the east neighbor's parking lot (permission already given by owner), and the available parking spaces on 12<sup>th</sup> Street.

#### Security Plan –

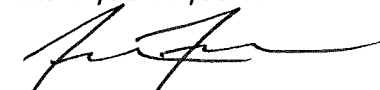
Consistent with our normal operation, customers, and history, we do not anticipate any issues where additional security personnel (aside from myself and employees) will be necessary. If there are any unruly patrons, fights, or inexcusable disturbances, they will be asked to leave, escorted from the establishment and if necessary, authorities will be notified immediately. Any over intoxicated patron will be offered a SafeRide and/or Uber/Lyft, sponsored and paid for by the Kenosha Tavern League, to ensure a safe ride home.

Majority of our regular customers are over the legal drinking age, however consistent with our normal day-to-day business, any patron that appears to be under the legal drinking age will be ID'd as appropriate to ensure no false identification and/or underage drinking.

#### Site Map –

Please see attachment for the highlighted area of the outdoor patio and parking lot. All indoor entertainment will utilize the bar and dining room space (if applicable).

Thank you for your review and consideration of this license,



Justin Traughber

**Search**

**Search by Address:**

House #:

Street:

Search Address

**Search by Parcel #:**

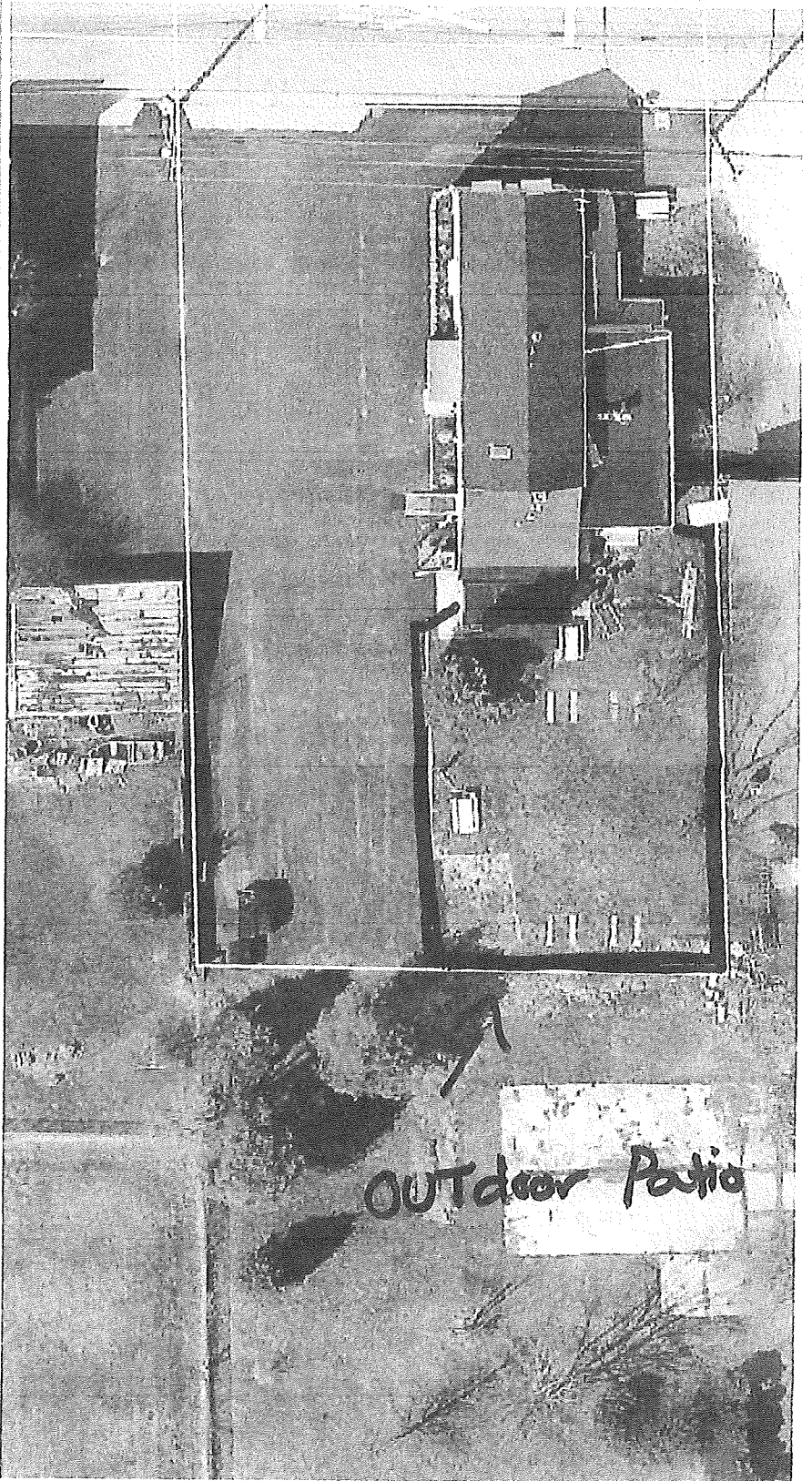
Parcel #: 82-4-222-162-0010

Example:

Village: 37-4-121-053-0405

City: 12-223-31-438-001

Search Parcel



Layers

Advanced Tools

Graphics

Buffer

Legend

Results



**OFFICE USE ONLY**  
 DATE FILED: 5-6-24  
 INITIALS: UR

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

# Village of Somers Yearly Cabaret

Fee - \$150.00/Annual -- Beginning with effective month and ending in June)

Expires: June 30, 2024 (Non-Renewable)

Licensee Name: GEEBO LLC / DBA SOMERS LLC  
 Corporation, Partnership, or Individual - Must be same name as beer/liquor license (if applicable)

Trade/Event Name: SOMERS HSE.

Trade/Event Address: 1548 SHERIDAN RD 53140  
Street Zip

If Licensee is a Corporation or LLC, list Agent's Full Name: PETER GOTTIS

List Date of Birth of Agent (If Corporation/LLC) or Individual: 8-22-52

Address: 3322 16TH ST. KENO WI 53144  
Street City State Zip

Phone: 262-327-2450 Email: \_\_\_\_\_  
 (Correspondence will be via email if address is given)

Driver's License Number: WI On File  
State Number

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

CHARGE	STATE	DATE	RESULT

2. Have you ever had your **driver's license suspended or revoked** in any state?  Yes  No

If yes, provide: Charge, State, Date

CHARGE	STATE	DATE

3. Have you ever served or been sentenced to serve time in **jail or prison** in any state?  Yes  No

If yes, provide: Charge, State, Date

CHARGE	STATE	DATE

4. Have you ever, while operating a business or engaged in a profession, been convicted of any charges involving unfair trade practices, unethical conduct, or discrimination in any state?  Yes  No

If yes, provide: Charge, State, Date Result (Include pending charges).

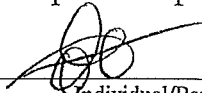
CHARGE	STATE	DATE	RESULT

5. List the name and address of all employers for which you have worked and/or businesses you have operated in the **past five (5) years**. Somers Hill

6. Have you lived at your current home address for the **past five (5) years**?  Yes  No

If no, please list all addresses which you have resided at in the past five (5) years.

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



Individual/Partner/Member Signature

8-10-25

Date  
4-10-25

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

**YEARLY CABARET: OPERATIONAL AND SECURITY PLAN INFORMATION**

**Operational Plan**

Planned Hours\* of Operation:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Hours: 11	Hours: 11	Hours: 11	Hours: 11	Hours: 11	Hours: 11	Hours: 11
to 1PM	to 2PM	to 2PM	to 2PM	to 2PM	to 2PM	to 2PM

\*be sure to list AM or PM

Legal occupancy limit for the premises: 150 persons + 150 DECK PLUS YARD

Attach scale drawing of parking plan

Number of off-street parking spaces used to service the premises: 39-40 parking spaces

Description of the off-street parking spaces used to service the premises: SOMETIME LOT ACROSS ST. SOMETIMES STREET IF ALLOWED BY SOMER OR PER ORDINANCE

Describe the sound amplification equipment to be used (if any): JUTE BOX M.C.

Identify any sound mitigation strategies to be implemented: DECIBEL READER

How will orderly appearance and operation of the establishment be maintained in regard to litter and noise: PICKED UP ON A DAILY BASIS

*Handwritten scribbles*

**Security Plan**

Attach scale drawing of elements of Security Plan

Description of clothing to identify security personnel: T-SHIRTS SAYING SECURITY SH.

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

Plan to handle control and clearance of the parking lot and public right-of-ways adjacent to licensed property during hours of operation and at closing time: OWN USE TO NORTH PAULINE TO THE LEFT

How will the entrance line be managed and controlled: SECURITY PERSONNEL OUTSIDE DOOR & INSIDE 2 CHECK POINTS TO ENTER


Will any security personnel be armed?  Yes  No

Plan for unruly patrons, intoxicated patrons, and physical disturbances (including fights): FIGHTS ARE IMMEDIATELY STOPPED & SEPARATED BUT ARE FEW AND LIMITED THRO-OUT YEAR LAST YEAR 7 FIGHTS

Underage drinking and fake ID plan: IDS ARE TAKEN AND GIVEN TO SHERIFFS OFFICE LAST YEAR OVER 100 CONFISCATED AND GIVEN TO SHERIFFS OFFICE

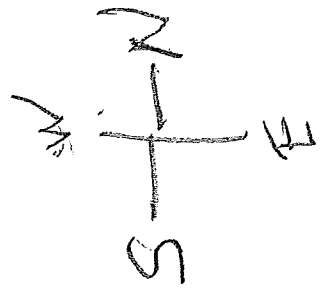
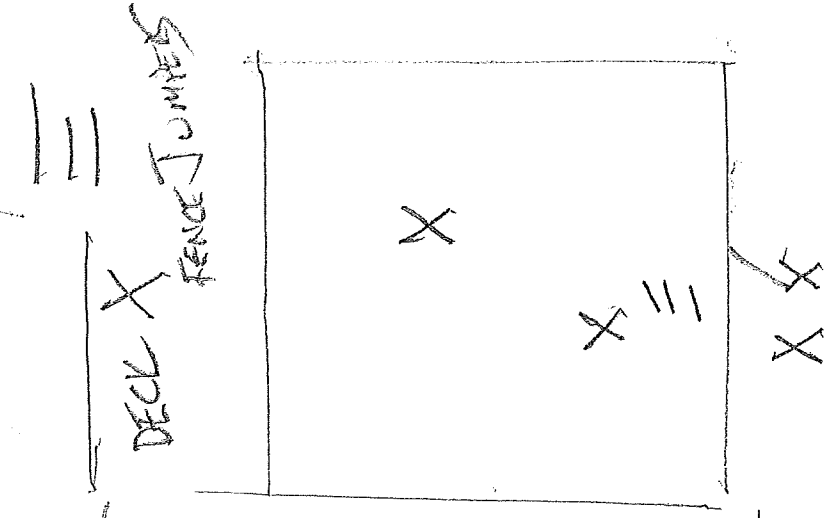
Provide the first and last name of all management personnel: TOMMY GOZINS, CASSIE KALINOSKI, GRANTY RUSMOSSEN + 2 TO BE DETERMINED

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

  
Individual/Partner/Member Signature

April 7 23  
Date

PARKING LOT



RAVINE



YARD

X DECK

DECK

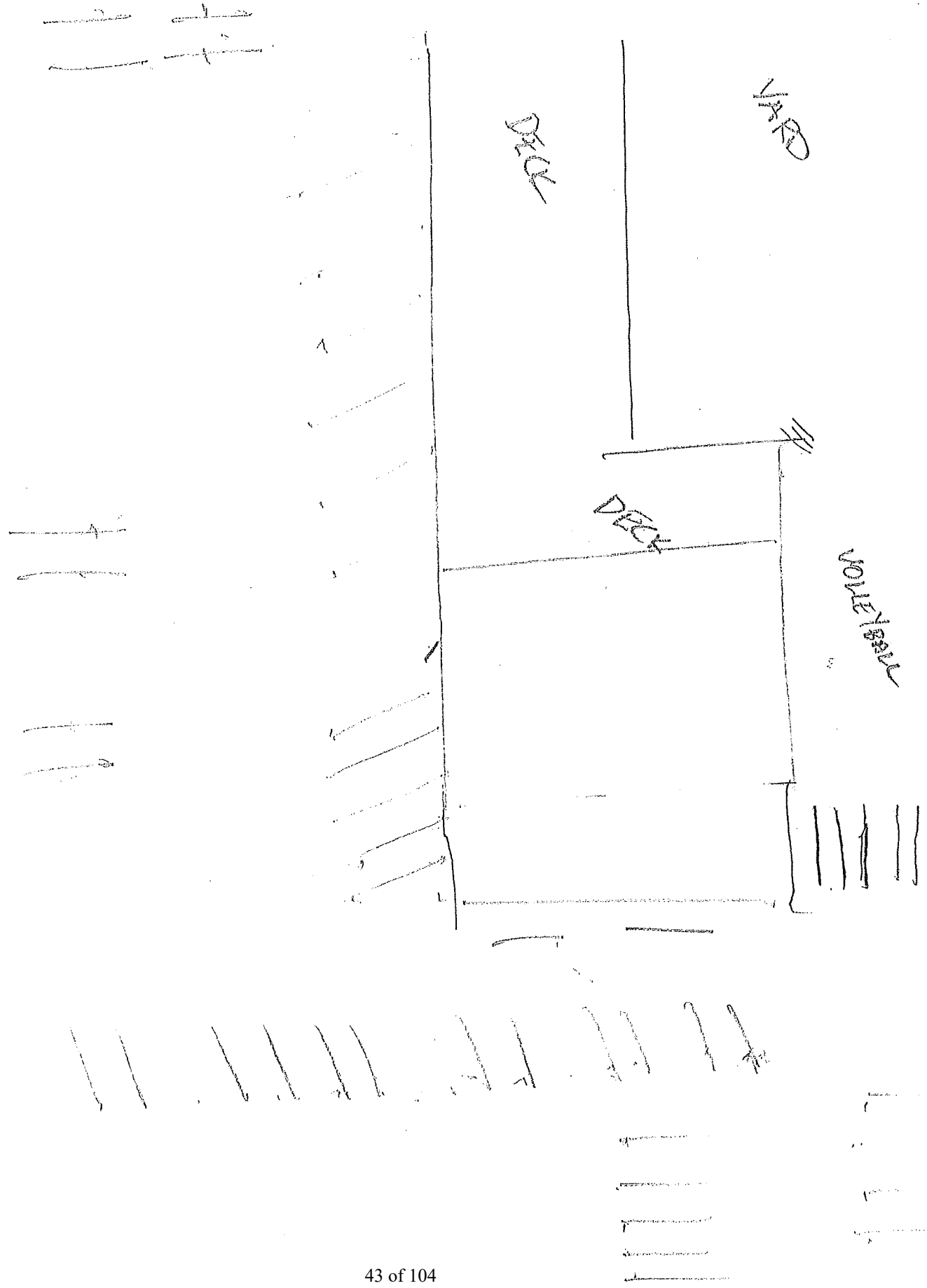
12 SECURITY CAMERAS

PARKING LOT

SHERIDAN RD

4-10-25

|| = PARKING SPACE





**OFFICE USE ONLY**  
 DATE FILED: 4-10-24  
 INITIALS: HE

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

# Village of Somers Yearly Cabaret

Fee - \$150.00/annual -- Beginning with effective month and ending in June)

Expires: June 30, 2025 (Non-Renewable)

Licensee Name: Danish Brotherhood Lodge #14 of Kenosha, Inc.  
Corporation, Partnership, or Individual - Must be same name as beer/liquor license (if applicable)

Trade/Event Name: Danish Brotherhood Lodge #14 of Kenosha, Inc.

Trade/Event Address: 1300 Sheridan Rd. Somers, WI. 53170  
Street Zip

If Licensee is a Corporation or LLC, list Agent's Full Name: Joseph A. Vaughn

List Date of Birth of Agent (If Corporation/LLC) or Individual: 01-18-62

Address: 8336 104th Ave Pleasant Prairie, WI. 53158  
Street City State Zip

Phone: (262) 945-8840 Email: JoeV162@yahoo.com  
(Correspondence will be via email if address is given)

Driver's License Number: WI On File  
State Number

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

CHARGE	STATE	DATE	RESULT
Forgery	WI.	1980	Conviction
			Received Pardon
			4-14-22

2. Have you ever had your driver's license suspended or revoked in any state?  Yes  No

If yes, provide: Charge, State, Date

CHARGE	STATE	DATE
Spending	WI.	1978

3. Have you ever served or been sentenced to serve time in jail or prison in any state?  Yes  No

If yes, provide: Charge, State, Date

CHARGE	STATE	DATE
Forgery	WI	1970
		Received Pardon 4-14-22

4. Have you ever, while operating a business or engaged in a profession, been convicted of any charges involving unfair trade practices, unethical conduct, or discrimination in any state?  Yes  No

If yes, provide: Charge, State, Date Result (Include pending charges).

CHARGE	STATE	DATE	RESULT

5. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five (5) years. Retired Iron Worker

6. Have you lived at your current home address for the past five (5) years?  Yes  No

If no, please list all addresses which you have resided at in the past five (5) years.

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

Joseph A. Vento  
Individual/Partner/Member Signature

4-10-24  
Date

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

**YEARLY CABARET: OPERATIONAL AND SECURITY PLAN INFORMATION**

**Operational Plan**

Planned Hours\* of Operation: 1st + 3rd <sup>Tue.</sup> only

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Hours: <u>⊖</u>	Hours: <u>⊖</u>	Hours: <u>5 p.m.</u>	Hours: <u>⊖</u>	Hours: <u>⊖</u>	Hours: <u>5 p.m.</u>	Hours: <u>5 p.m.</u>
to <u>⊖</u>	to <u>⊖</u>	to <u>9 p.m.</u>	to <u>⊖</u>	to <u>⊖</u>	to <u>10 p.m.</u>	to <u>10 p.m.</u>

\*be sure to list AM or PM

Legal occupancy limit for the premises: 500 persons

Attach scale drawing of parking plan

Number of off-street parking spaces used to service the premises: 147 parking spaces

Description of the off-street parking spaces used to service the premises: no off street parking

Describe the sound amplification equipment to be used (if any): P.A. system, D.J. equip.

Identify any sound mitigation strategies to be implemented: Doors closed, windows closed. Sound level monitored and limited

How will orderly appearance and operation of the establishment be maintained in regard to litter and noise: Bar/tables clean before closing. Security to monitor outside noise levels and prevent litter

**Security Plan**

Attach scale drawing of elements of Security Plan

*\* See Attached \**

Description of clothing to identify security personnel: Uniform determined by Security firm contracted

Are security personnel employees? If not, provide contact information for outside security firm: Eric Traxler 262-945-2776 (KPD). David Beth security

Plan to handle control and clearance of the parking lot and public right-of-ways adjacent to licensed property during hours of operation and at closing time: Larger events will have flaggers to manage flow of traffic

How will the entrance line be managed and controlled: Security will check a Handys for Prohibited Items and insure a safe entry

Will any security personnel be armed?  Yes  No Some events may hire armed security.

Plan for unruly patrons, intoxicated patrons, and physical disturbances (including fights): Unruly Patrons will be ejected. Bartenders trained to prevent intoxication of Patrons. Security will monitor and deescalate situations will involve law enforcement if necessary

Underage drinking and fake ID plan: All bartenders trained and lic. use of a I.D. scanner also.

Provide the first and last name of all management personnel: Joe Vaughn  
Robert Nelson II

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

Joe Vaughn  
Individual/Partner/Member Signature

4-10-24  
Date



**ENTRANCES AND EXITS MARKED WITH RED ARROWS**

**EMERGENCY EXIT ONLY DURING EVENTS**

**ENTRANCE DURING EVENTS TO BE MANAGED BY SECURITY**

**ENTRANCE DURING EVENTS TO BE MANAGED BY SECURITY**

**PARKING EXIT**

**PARKING ENTER**

**SECURITY CAMERAS TO BE INSTALLED INSIDE AND OUTSIDE OF BUILDING**

1" = 56.42 ft

Press Esc to exit full screen



**147 PARKING SPOTS AVAILABLE**

EXIT FLAGGER

ENTRANCE FLAGGER

Press Esc to exit full screen

1" = 56.42' ft



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

---

**MEETING DATE:** June 11, 2024

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

**FROM:** Wendy Burnette, Clerk-Treasurer

**AGENDA ITEM:** #13 Action on Amusement Device License Applications

---

**BACKGROUND:**

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

**COMMENTS:**

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

Building Inspections & Fire Inspections of all locations have been successfully completed, except for J&M. We are asking for approval pending inspections.

**PRIOR ACTION TAKEN:**

These were discussed at the June 4, 2024 Village Work Session.

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

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

*“Motion to approve Amusement Device Applications as listed in the Amusement Device Applications for 2024-2025”*

**ATTACHMENTS:**

List of Amusement Device Applicants

**VILLAGE OF SOMERS  
2024-2025  
Amusement Device Licenses**

TRADE NAME/LOCATION

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

8013 12th Street  
Kenosha, WI 53140

**Surfside Bowl**

1017 Sheridan Road  
Kenosha, WI 53140

**Somers House**

1548 Sheridan Road  
Kenosha, WI 53140

**Kenosha Travel Plaza**

11800 Burlington Road  
Kenosha, WI 53144

**Somers Amoco**

1170 22<sup>nd</sup> Avenue  
Kenosha, WI 53140



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

---

**MEETING DATE:** June 11, 2024

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

**PREPARED BY:** Wendy Burnette, Clerk-Treasurer

**AGENDA ITEM:** #14 Action on application for Special Event Permit from Eclectic, LLC d/b/a J&M Bar and Grill for event held on June 22, 2024 from 12 p.m. to 8 p.m. Event to be held at J&M Bar & Grill, 8013 12<sup>th</sup> Street.

---

**BACKGROUND:**

An application was submitted from Eclectic, LLC DBA J&M's Bar and Grill for a Grand Re-Opening to be held on June 22, 2024 from noon to 8 p.m. Microphone and small speaker sound system. Intended for only single or duo artist/bands. Music to be played in the far east corner of patio. Speakers and other equipment will be directed to the south vacant lot behind patio, away from the surrounding residential neighborhood. Noise levels will be appropriate to ensure customers and residential neighbors will not be uncomfortable.

**PRIOR ACTION TAKEN:**

This was mentioned at the June 4th Work Session

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

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

*“Motion to approve application for Special Event Permit from Eclectic LLC for event held on June 22, 2024, from 12-8 pm. Event to be held at J&M's Bar and Grill, 8013 12st Street.”*

**ATTACHMENTS:**

Special Event Application, Operational and Security Plan Information



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

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

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

Fee: \$75

Date(s) of Event: June 22nd, 2024 (3-4 hours of music)  
 Description of Event: Grand Re-opening for JTM's after almost 2 years

Licensee Name: Eclectic LLC 12pm-8pm  
Corporation, Partnership, or Individual

Trade/Event Name: JTM's Bar + Grill

Trade/Event Address: 8013 12th St. Somers, WI 53144  
Street Zip

If Licensee is a Corporation or LLC, list Agent's Full Name: Justin Traugber

List Date of Birth of Agent (If Corporation/LLC) or Individual: 08/25/1990

Address: 173 Old Green Bay Rd Kenosha WI 53144  
Street City State Zip

Phone: 262 989 8259 Email: Justin8259@gmail.com  
(Correspondence will be via email if address is given)

Driver's License Number: WI On File  
State Number

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

CHARGE	STATE	DATE	RESULT
Failure to Yield	WI	11/2022	Guilty

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

CHARGE	STATE	DATE

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

CHARGE	STATE	DATE

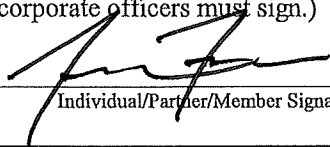
4. Have you ever, while operating a business or engaged in a profession, been convicted of any charges involving unfair trade practices, unethical conduct, or discrimination **in any state?**  Yes  No  
 If yes, provide: Charge, State, Date Result (Include pending charges).

CHARGE	STATE	DATE	RESULT

5. List the name and address of all employers for which you have worked and/or businesses you have operated in the **past five (5) years.** Becton Dickinson  
75 W. Fairway Dr. Vernon Hills, IL 60061

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

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

  
 Individual/Partner/Member Signature

06/04/2024  
 Date

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

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

SPECIAL EVENT PERMIT: OPERATIONAL AND SECURITY PLAN INFORMATION

Operational Plan

Legal occupancy limit for the premises: 112 persons

Interior Bar: 72 Dining Room: 40

Attach scale drawing of parking plan

See attached area and C.U.P. site map

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

Parking available in traditional parking lot south vacant lot (permission given by owner) and east neighbor's parking lot (permission given).

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

same as above

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

Microphone and small speaker sound systems. Intended for only single or duo artist/bands.

Identify any sound mitigation strategies to be implemented:

Music to be played in the far east corner of patio, adjacent to the east commercial building. Speakers and other equipment will be directed to the south vacant lot behind patio; away from the only surrounding residential neighbor.

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

Noise levels will be appropriate to ensure our customers and our residential neighbor will not be uncomfortable and/or can still converse with overly loud music/amplification. Multiple garbage cans are available, pls staff/myself will continue disposing of litter during & after event.

Security Plan

Attach scale drawing of elements of Security Plan

See attached map. Patio is fenced in, with one exit gate that will be managed through security as needed.

Description of clothing to identify security personnel:

If applicable, security personnel will be provided bright/neon or similar str's apparel with "security".

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

Yes, if applicable security will be myself and other employees.





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

**MEETING DATE:** June 11, 2024

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

**PREPARED BY:** Wendy Burnette, Clerk-Treasurer

**AGENDA ITEM:** #15 Action on application for Class “B” (Picnic) Beer License from Hyslop Foundation DBA Hawthorn Hollow Nature Sanctuary & Arboretum for their Pike River Benefit Concert Series on June 14 and July 19, 2024. Located at 880 Green Bay Road, Kenosha, Wisconsin 53144, and requests to waive fees

---

**BACKGROUND:**

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

They have approached the Village to request a Class “B” (Picnic) Beer License for the Pike River Benefit Concert Series on June 14, and July 19, 2024.

The waiver letter includes two additional events on August 9<sup>th</sup> and September 7<sup>th</sup> that will be brought to a later work session date.

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

**PRIOR ACTION TAKEN:**

This was discussed at the June 4 Village Work Sessions.

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

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

*“Motion to approve application for Class “B” (Picnic) Beer License from Hyslop Foundation DBA Hawthorn Hollow Nature Sanctuary & Arboretum for their Pike River Benefit Concert Series on June 14 and July 19, 2024. Located at 880 Green Bay Road, Kenosha, Wisconsin 53144, and requests to waive fees subject to: Restriction of interior facilities being available to the public during the events.”*

ATTACHMENTS:

Request to Waive Fee Letter

Temporary Class “B Application for June 14 event

Temporary Class “B Application for July 19 event



**HAWTHORN HOLLOW**  
NATURE SANCTUARY AND ARBORETUM

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

May 16, 2024

Dear Ms. Burnette,

Hawthorn Hollow will be holding our Pike River Benefit Concert series this year on June 14, July 19 and August 9. Our Walk in the Woods Art Fair will be held on September 7<sup>th</sup>. We are applying for Temporary Class B and "B" licenses for all four of these events.

The sale of alcoholic beverages such as wine, hard seltzer and local craft beer help with the proceeds of these events, and add to the flavor of the day. If granted the Temporary Class B Licenses, could you please consider waiving the accompanying fees for this fundraising event?

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

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

Sincerely,

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

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

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

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

Application Date: 05/14/2024

Town  Village  City of Somers

County of Kenosha

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

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

at the premises described below during a special event beginning 06/14/2024 and ending 06/14/2024 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

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

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

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

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

Town  Village  City

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

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

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

(f) Names and addresses of all officers:

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

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

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

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

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

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

(a) Street number 880 Green Bay Rd

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

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

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

### 3. Name of Event

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

(b) Dates of event 06/14/2024

### DECLARATION

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

Officer Sandra Halmo 05-16-24 Hyslop Foundation DBA Hawthorn Hollow Nature Sanctua  
(Signature / Date) (Name of Organization)

Date Filed with Clerk 5-16-24

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

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

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

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

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

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

Application Date: 05/14/2024

Town  Village  City of Somers

County of Kenosha

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

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

at the premises described below during a special event beginning 07/19/2024 and ending 07/19/2024 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

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

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

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

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

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

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

(f) Names and addresses of all officers:  
President Susan Andrea, 505 73rd St, Kenosha, WI 53142  
Vice President \_\_\_\_\_  
Secretary Sandra Halmo, 6030 12th St, Kenosha, WI 53144  
Treasurer Charlotte Kozak-Bishop, 9043 184th St, Bristol, WI 53104

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

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

(a) Street number 880 Green Bay Rd

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

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

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

## 3. Name of Event

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

(b) Dates of event 07/19/2024

## DECLARATION

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

Officer *Susan Andrea* 05-16-2024  
(Signature / Date)

Hyslop Foundation DBA Hawthorn Hollow Nature Sanctua  
(Name of Organization)

Date Filed with Clerk 5/14/24

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

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

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



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

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**MEETING DATE:** June 11<sup>th</sup>, 2024

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

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

**AGENDA ITEM:** #16 Action on proposed tax settlement with Sam’s Club and Wal-Mart to resolve current litigation regarding property tax assessments and to resolve potential litigation over 2023 property tax assessments.

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**BACKGROUND:**

As you all are aware, Sam’s Club and Walmart have challenged their assessments for the years 2023. The settlement can be summarized as follows:

**Sam’s Club:**

Refunds will be issued for 2023 based upon an assessed value of \$9.35M, which is a reduction of \$250,000 in assessed value from the \$9.6M 2023 assessed value.

It would result in a total refund of approximately \$4,052.22 to Sam’s for the 2023 tax year, with the Village being able to charge back all but about \$2,716.67 to other taxing jurisdictions. As a result, the total out of pocket to the Village for this settlement after chargebacks is about \$1,335.55.

**Walmart:**

Refunds will be issued for 2023 based upon an assessed value of \$12.7M, which is a reduction of \$400,000 in assessed value from the \$13.1M 2023 assessed value.

This would result in a total refund of approximately \$6,483.56 to Walmart for the 2023 tax year, with the Village being able to charge back all but about \$4,346.68 to other taxing jurisdictions. As a result, the total out of pocket to the Village for this settlement after chargebacks is about \$2,136.88.

The total cost of the settlements to the Village would be \$3,472.43.

PRIOR ACTION TAKEN:

This matter was reviewed and discussed in closed session at our May 7<sup>th</sup> Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Sam's Club and Walmart have executed the document. Staff would recommend approval of the settlements. In the event that the Village Board wishes to agree to this proposed settlement, a suggested motion to approve would be as follows:

*“Motion to approve proposed tax settlement with Sam's Club and Wal-Mart to resolve current litigation regarding property tax assessments and to resolve potential litigation over 2023 property tax assessments.”*

ATTACHMENTS:

Proposed Sam's Club Settlement

Proposed Wal-Mart Settlement

## SETTLEMENT AGREEMENT

This Agreement is between Sam's Real Estate Business Trust ("Plaintiff"), a Delaware statutory trust licensed to conduct business in the State of Wisconsin, and the Village of Somers, Wisconsin (the "Village"), a municipal corporation organized and existing under the laws of the State of Wisconsin.

1. Definitions. In this Agreement:

(a) The "Property" means the land and improvements located at 3300 Brumback Boulevard, within the Village, and identified as Tax Parcel Number 8242222710302.

(b) "Case" means the action pending in the Circuit Court for Kenosha County, Wisconsin, regarding the 2023 property tax assessment of the Property, titled *Sam's Real Estate Business Trust v. Village of Somers*, Case No. 23-CV-947.

(c) "Court" means the Circuit Court for Kenosha County.

(d) A "tax year" means a year in which an assessment is made as of January 1, with taxes based on the assessment payable in the year following the tax year.

2. Refund of Taxes. The Village shall issue a refund payable to Sam's Real Estate Business Trust or to another account designated by Plaintiff in writing, pursuant to Wis. Stat. § 74.37, in the amount of \$4,052.22 for 2023, as a partial refund of property taxes previously paid by or billed to Plaintiff based on the property tax assessment of the Property for the tax year 2023, based on a revised assessment of \$9,350,000. The check for the refund shall be delivered to Plaintiff's undersigned counsel at 731 North Jackson Street, Suite 900, Milwaukee, Wisconsin 53202-4697. The parties agree that no portion of this amount constitutes interest.

3. Waiver of Costs. Each party waives all claims for costs and/or interest.

4. Time of Payments. The Village shall pay the refund of taxes in full, as provided in Section 2 of this Agreement, within 30 days of the date this Agreement is signed by both parties.

5. Stipulation for Dismissal. No later than fifteen (15) days after receipt of the refund described in Section 2 of this Agreement: (a) the parties shall enter into a stipulation, attached hereto as Exhibit A, signed by their respective attorneys, for the dismissal of the Cases (including, but not limited to, all claims asserted in the Complaints in the Cases) on the merits, with prejudice, and without costs to either party; and (b) file the stipulation with the Court.

6. Responsibility for Fees and Expenses of Attorneys and Experts. Each party shall be solely responsible for the fees of its attorneys and experts.

7. No Representations. Each party acknowledges and agrees that no representation or promise not expressly contained in this Agreement has been made by the opposing party or any of its employees, attorneys, agents, or representatives. Each party acknowledges that it is not entering into this Agreement on the basis of any such representation or promise, express or

implied.

8. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors, and assigns.

9. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Wisconsin.

10. Attorney's Fees (Enforcement of Agreement). If any party breaches any of the terms of the Settlement Agreement, the non-breaching party shall be entitled to recover from the breaching party the reasonable, actual costs, expenses and actual attorney's fees incurred by the non-breaching party in connection with the enforcement of this Settlement Agreement.

11. Interpretation of Agreement. The parties acknowledge that this Agreement is the product of joint negotiations. If any dispute arises concerning the interpretation of this Agreement: (a) neither party shall be deemed the drafter of this Agreement for purposes of its interpretation; and (b) the parties shall attempt in good faith to resolve the dispute. The parties agree that the Court retains jurisdiction to enforce this Agreement and that a party may ask the Court to enforce this Agreement by filing a motion in the Cases and serving the same on the other party.

12. Representation By Counsel; Reliance. Each party acknowledges that it has been represented throughout all negotiations leading up to this Agreement by attorneys of its choice and that its attorneys have approved this Agreement. Each party represents that in entering into this Agreement, the party has relied on its own judgment and on the advice of its attorneys, and that no statements or representations made by the other party or any of its agents, except statements or representations expressly made in this Agreement, have influenced or induced the party to sign this Agreement.

13. No Assignment or Transfer. Plaintiff represents and warrants that it has not assigned or transferred to anyone and will not assign or transfer to anyone any of the claims in the Cases.

14. Entire Agreement. This Agreement states and constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior or contemporaneous agreements (written or oral), representations, negotiations, and discussions concerning its subject matter, including but not limited to, all agreements (written or oral), representations, negotiations, and discussions made in the course of mediation of the Cases.

15. Use of this Agreement. This Agreement shall not be filed with the Court in the Cases or in any other case or proceeding, except for the purpose of enforcing this Agreement. This Agreement and any part of this Agreement shall not be admissible in the lawsuit or in any future judicial or administrative proceeding and shall not be offered as evidence or presented by any Party in the Lawsuit or any future judicial or administrative proceeding, except for the purpose of enforcing this Agreement.

16. No Admissions of Liability or Concerning Assessments or Fair Market Value. This Agreement is the settlement of disputed claims. By entering into this Agreement, the

Village does not admit any liability to Plaintiff for any of the claims asserted in the Cases or Plaintiff's objection to the assessments, and the payments made under this Agreement shall not be construed as an admission of any such liability. Except as explicitly provided herein, neither Party makes an admission about the assessments or the fair market value of the Property as of January 1, 2023, or any other date nor any other admission concerning the assessment of Plaintiff property. In addition, none of the agreed upon assessments as of January 1, 2023, shall be admissible in any proceeding or assessment challenge in any subsequent year.

17. Waiver. No waiver of any breach of this Agreement shall be deemed a continuing waiver of that breach or a waiver of any other breach of this Agreement.

18. Amendments or Modifications. This Agreement may not be amended, modified or altered in any manner whatsoever, except by a further written agreement duly authorized and signed by the parties.

19. Authorization to Sign Agreement. Each person signing this Agreement on behalf of either party represents and warrants that the person holds the position indicated beneath the person's signature and that the person has the requisite corporate or other authority to sign this Agreement on behalf of the party. Each party represents that entry into this Agreement is not in contravention of any agreement or undertaking to which the party is bound.

Reading of Agreement. Each person signing this Agreement on behalf of either party acknowledges that the person has read this Agreement, that the person understands the terms and conditions of this Agreement, that the person (if other than an attorney for the party) has been advised by legal counsel concerning this Agreement, and that the person freely and voluntarily signs this Agreement.

Dated: 05/30, 2024.

**SAM'S REAL ESTATE BUSINESS  
TRUST**

By:

Brandon Caplena  
Name: Brandon Caplena  
Title: Sr. Manager, Tax

Dated: 5/30, 2024.

**SAM'S REAL ESTATE BUSINESS TRUST**

BY: MALLERY s.c.  
731 North Jackson Street, Suite 900  
Milwaukee, Wisconsin 53202-4697



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Christopher L. Strohbahn  
State Bar ID No. 1041495  
Russel J. Karnes  
State Bar ID No. 1054982  
Samantha S. Bailey  
State Bar ID No. 1118995

Dated: \_\_\_\_\_, 2024.

**VILLAGE OF SOMERS**

By:

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Name:  
Title:

Attest:

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Dated: May 31, 2024.

**APPROVED AS TO FORM**

BY: Stafford Rosenbaum, LLP  
222 West Washington Avenue, Suite 900  
Madison, WI 53703



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Ryan G. Braithwaite  
State Bar ID No. 1037232

EXHIBIT A

STATE OF WISCONSIN

CIRCUIT COURT  
BRANCH 5

KENOSHA COUNTY

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SAM'S REAL ESTATE BUSINESS TRUST,

Plaintiff,

Case No. 23-CV-947

Case Code: 30301

VILLAGE OF SOMERS,

Defendant.

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**STIPULATION FOR DISMISSAL**

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IT IS HEREBY STIPULATED TO AND AGREED UPON, by and between the parties to the above-captioned matter as follows:

1. This action involves Sam's Real Estate Business Trust, the Village of Somers, and the assessment of the land and improvements located at 3300 Brumback Boulevard, identified as Tax Parcel Number 8242222710302.

2. This action shall be dismissed with prejudice and without costs and fees to any party.

3. The parties have entered into a separate Settlement Agreement resolving, among other things, the claims raised in this action. The Court shall retain jurisdiction and competency over this matter in order to enforce this Stipulation or the Settlement Agreement. Any party may reopen this matter by motion to this Court in the event of a violation or alleged violation of this Stipulation or of the Settlement Agreement.

IT IS FURTHER STIPULATED that an Order to this effect may be entered without further notice to either party.

Dated: \_\_\_\_\_, 2024.

**WAL-MART REAL ESTATE BUSINESS TRUST**

BY: MALLERY s.c.  
731 North Jackson Street, Suite 900  
Milwaukee, Wisconsin 53202-4697

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Christopher L. Strohbahn  
State Bar ID No. 1041495  
Russel J. Karnes  
State Bar ID No. 1054982  
Samantha S. Bailey  
State Bar ID No. 1118995

Dated: \_\_\_\_\_, 2024.

**VILLAGE OF SOMERS**

BY: Stafford Rosenbaum, LLP  
222 West Washington Avenue, Suite 900  
Madison, WI 53703

---

Ryan G. Braithwaite  
State Bar ID No. 1037232

STATE OF WISCONSIN

CIRCUIT COURT  
BRANCH 5

KENOSHA COUNTY

---

SAM'S REAL ESTATE BUSINESS TRUST,

Plaintiff,

Case No. 23-CV-947

Case Code: 30301

VILLAGE OF SOMERS,

Defendant.

---

ORDER FOR DISMISSAL

---

Based upon the Stipulation of the parties filed on \_\_\_\_\_,

IT IS HEREBY ORDERED that the above-entitled action, including all claims that were asserted or that could have been asserted, is hereby dismissed in its entirety upon its merits, with prejudice and without costs to any party.

## SETTLEMENT AGREEMENT

This Agreement is between Wal-Mart Real Estate Business Trust (“Plaintiff”), a Delaware statutory trust licensed to conduct business in the State of Wisconsin, and the Village of Somers, Wisconsin (the “Village”), a municipal corporation organized and existing under the laws of the State of Wisconsin.

1. Definitions. In this Agreement:

(a) The “Property” means the land and improvements located at 3500 Brumback Boulevard, within the Village, and identified as Tax Parcel Number 8242222710301.

(b) “Case” means the action pending in the Circuit Court for Kenosha County, Wisconsin, regarding the 2023 property tax assessments of the Property, titled *Wal-Mart Real Estate Business Trust v. Village of Somers*, Case No. 23-CV-946.

(c) “Court” means the Circuit Court for Kenosha County.

(d) A “tax year” means a year in which an assessment is made as of January 1, with taxes based on the assessment payable in the year following the tax year.

2. Refund of Taxes. The Village shall issue a refund payable to Wal-Mart Real Estate Business Trust or to another account designated by Plaintiff in writing, pursuant to Wis. Stat. § 74.37, in the amount of \$6,483.56 for 2023, as a partial refund of property taxes previously paid by or billed to Plaintiff based on the property tax assessment of the Property for the tax year 2023, based on a revised assessment of \$12,700,000. The check for the refund shall be delivered to Plaintiff’s undersigned counsel at 731 North Jackson Street, Suite 900, Milwaukee, Wisconsin 53202-4697. The parties agree that no portion of this amount constitutes interest.

3. Waiver of Costs. Each party waives all claims for costs and/or interest.

4. Time of Payments. The Village shall pay the refund of taxes in full, as provided in Section 2 of this Agreement, within 30 days of the date this Agreement is signed by both parties.

5. Stipulation for Dismissal. No later than fifteen (15) days after receipt of the refund described in Section 2 of this Agreement: (a) the parties shall enter into a stipulation, attached hereto as Exhibit A, signed by their respective attorneys, for the dismissal of the Cases (including, but not limited to, all claims asserted in the Complaints in the Cases) on the merits, with prejudice, and without costs to either party; and (b) file the stipulation with the Court.

6. Responsibility for Fees and Expenses of Attorneys and Experts. Each party shall be solely responsible for the fees of its attorneys and experts.

7. No Representations. Each party acknowledges and agrees that no representation or promise not expressly contained in this Agreement has been made by the opposing party or any of its employees, attorneys, agents, or representatives. Each party acknowledges that it is

not entering into this Agreement on the basis of any such representation or promise, express or implied.

8. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors, and assigns.

9. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Wisconsin.

10. Attorney's Fees (Enforcement of Agreement). If any party breaches any of the terms of the Settlement Agreement, the non-breaching party shall be entitled to recover from the breaching party the reasonable, actual costs, expenses and actual attorney's fees incurred by the non-breaching party in connection with the enforcement of this Settlement Agreement.

11. Interpretation of Agreement. The parties acknowledge that this Agreement is the product of joint negotiations. If any dispute arises concerning the interpretation of this Agreement: (a) neither party shall be deemed the drafter of this Agreement for purposes of its interpretation; and (b) the parties shall attempt in good faith to resolve the dispute. The parties agree that the Court retains jurisdiction to enforce this Agreement and that a party may ask the Court to enforce this Agreement by filing a motion in the Cases and serving the same on the other party.

12. Representation By Counsel; Reliance. Each party acknowledges that it has been represented throughout all negotiations leading up to this Agreement by attorneys of its choice and that its attorneys have approved this Agreement. Each party represents that in entering into this Agreement, the party has relied on its own judgment and on the advice of its attorneys, and that no statements or representations made by the other party or any of its agents, except statements or representations expressly made in this Agreement, have influenced or induced the party to sign this Agreement.

13. No Assignment or Transfer. Plaintiff represents and warrants that it has not assigned or transferred to anyone and will not assign or transfer to anyone any of the claims in the Cases.

14. Entire Agreement. This Agreement states and constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior or contemporaneous agreements (written or oral), representations, negotiations, and discussions concerning its subject matter, including but not limited to, all agreements (written or oral), representations, negotiations, and discussions made in the course of mediation of the Cases.

15. Use of this Agreement. This Agreement shall not be filed with the Court in the Cases or in any other case or proceeding, except for the purpose of enforcing this Agreement. This Agreement and any part of this Agreement shall not be admissible in the lawsuit or in any future judicial or administrative proceeding and shall not be offered as evidence or presented by any Party in the Lawsuit or any future judicial or administrative proceeding, except for the purpose of enforcing this Agreement.

16. No Admissions of Liability or Concerning Assessments or Fair Market Value.

This Agreement is the settlement of disputed claims. By entering into this Agreement, the Village does not admit any liability to Plaintiff for any of the claims asserted in the Cases or Plaintiff's objection to the assessments, and the payments made under this Agreement shall not be construed as an admission of any such liability. Except as explicitly provided herein, neither Party makes an admission about the assessments or the fair market value of the Property as of January 1, 2023, or any other date nor any other admission concerning the assessment of Plaintiff property. In addition, none of the agreed upon assessments as of January 1, 2023, shall be admissible in any proceeding or assessment challenge in any subsequent year.

17. Waiver. No waiver of any breach of this Agreement shall be deemed a continuing waiver of that breach or a waiver of any other breach of this Agreement.

18. Amendments or Modifications. This Agreement may not be amended, modified or altered in any manner whatsoever, except by a further written agreement duly authorized and signed by the parties.

19. Authorization to Sign Agreement. Each person signing this Agreement on behalf of either party represents and warrants that the person holds the position indicated beneath the person's signature and that the person has the requisite corporate or other authority to sign this Agreement on behalf of the party. Each party represents that entry into this Agreement is not in contravention of any agreement or undertaking to which the party is bound.

Reading of Agreement. Each person signing this Agreement on behalf of either party acknowledges that the person has read this Agreement, that the person understands the terms and conditions of this Agreement, that the person (if other than an attorney for the party) has been advised by legal counsel concerning this Agreement, and that the person freely and voluntarily signs this Agreement.

Dated: 05/30, 2024.

**WAL-MART REAL ESTATE BUSINESS  
TRUST**

By:

Brandon Caplena  
Name: Brandon Caplena  
Title: Sr. Manager, Tax

Dated: 5/30, 2024.

**WAL-MART REAL ESTATE BUSINESS TRUST**

BY: MALLERY s.c.  
731 North Jackson Street, Suite 900  
Milwaukee, Wisconsin 53202-4697



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Christopher L. Strohbahn  
State Bar ID No. 1041495  
Russel J. Karnes  
State Bar ID No. 1054982  
Samantha S. Bailey  
State Bar ID No. 1118995

Dated: \_\_\_\_\_, 2024.

**VILLAGE OF SOMERS**

By:

---

Name:  
Title:


Attest:

---

Dated: May 31, 2024.

**APPROVED AS TO FORM**

BY: Stafford Rosenbaum, LLP  
222 West Washington Avenue, Suite 900  
Madison, WI 53703



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Ryan G. Braithwaite  
State Bar ID No. 1037232

EXHIBIT A

STATE OF WISCONSIN

CIRCUIT COURT  
BRANCH 5

KENOSHA COUNTY

---

WAL-MART REAL ESTATE BUSINESS TRUST,

Plaintiff,

Case No. 23-CV-946

Case Code: 30301

VILLAGE OF SOMERS,

Defendant.

---

**STIPULATION FOR DISMISSAL**

---

IT IS HEREBY STIPULATED TO AND AGREED UPON, by and between the parties to the above-captioned matter as follows:

1. This action involves Wal-Mart Real Estate Business Trust, the Village of Somers, and the assessment of the land and improvements located at 3500 Brumback Boulevard, identified as Tax Parcel Number 8242222710301.

2. This action shall be dismissed with prejudice and without costs and fees to any party.

3. The parties have entered into a separate Settlement Agreement resolving, among other things, the claims raised in this action. The Court shall retain jurisdiction and competency over this matter in order to enforce this Stipulation or the Settlement Agreement. Any party may reopen this matter by motion to this Court in the event of a violation or alleged violation of this Stipulation or of the Settlement Agreement.

IT IS FURTHER STIPULATED that an Order to this effect may be entered without further notice to either party.

Dated: \_\_\_\_\_, 2024.

**WAL-MART REAL ESTATE BUSINESS TRUST**

BY: MALLERY s.c.  
731 North Jackson Street, Suite 900  
Milwaukee, Wisconsin 53202-4697

---

Christopher L. Strohbahn  
State Bar ID No. 1041495  
Russel J. Karnes  
State Bar ID No. 1054982  
Samantha S. Bailey  
State Bar ID No. 1118995

Dated: \_\_\_\_\_, 2024.

**VILLAGE OF SOMERS**

BY: Stafford Rosenbaum, LLP  
222 West Washington Avenue, Suite 900  
Madison, WI 53703

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Ryan G. Braithwaite  
State Bar ID No. 1037232

STATE OF WISCONSIN

CIRCUIT COURT  
BRANCH 5

KENOSHA COUNTY

---

WAL-MART REAL ESTATE BUSINESS TRUST,

Plaintiff,

Case No. 23-CV-946

Case Code: 30301

VILLAGE OF SOMERS,

Defendant.

---

ORDER FOR DISMISSAL

---

Based upon the Stipulation of the parties filed on \_\_\_\_\_,

IT IS HEREBY ORDERED that the above-entitled action, including all claims that were asserted or that could have been asserted, is hereby dismissed in its entirety upon its merits, with prejudice and without costs to any party.

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

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**MEETING DATE:** June 11<sup>th</sup>, 2024

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

**FROM:** Kevin Poirier, Assistant to the Administrator

**AGENDA ITEM:** #17 Action on appointment of Jerry Romanowski to the Plan Commission to serve the remaining term of Plan Commissioner Ron Grimes set to expire April 30, 2025.

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**BACKGROUND:**

Plan Commissioner Ron Grimes submitted his resignation. Plan Commissioners serve a 3-year term or until a successor is named.

Plan Commission President George Stoner spoke to Jerry Romanowski about serving a 3-year term on the Plan Commission.

**COMMENTS:**

Administration would like to thank Mr. Grimes for his service to the Plan Commission.

**PRIOR ACTION TAKEN:**

This was presented to the Board at the June 4th Work Session

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

Staff would recommend the appointment of Mr. Romanowski to the Plan Commission. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

*“Motion to approve appointment of Jerry Romanowski to the Plan Commission to serve the remaining term of Plan Commissioner Ron Grimes (set to expire 04/30/2025)”*

**ATTACHMENTS:**

Letter of Interest

Greetings to all.

I would like to start off by Thanking George for giving me the opportunity to serve the community. It's a great chance to stay involved in what happens to better the village for all to enjoy.

I was born and raised on the shore of Lake Michigan and know the Lake shore very well between Racine and Kenosha. Also have spent time on many projects with Pete K on lakeshore improvement projects to stabilize our great lakeshore. The Lake is a forever project which I have kept an eye on with great interest.

I've been retired from WE energies for 3 yrs and was involved mostly with the Gas side of the Co but also involved at times with the electric side and still have many contacts still that keep me in the loop and also offer great info if needed. My Son Brett is a lineman for WE and a Somers resident. We both live on Hwy A west of Hwy 31.

I have lived in Somers most of my life with the exception of a few yrs in Mt. Pleasant.. it's been great with the direction that Somers has taken thru the yrs and it still offers that country living and values that others have sold off. Looking forward to being part of the group that helps shape this fine area.

Jerry Romanowski

6117-7 St

Somers

262-498-8822

[Jerryromanowski@hotmail.com](mailto:Jerryromanowski@hotmail.com)



VILLAGE OF SOMERS
VILLAGE BOARD
MEETING ITEM MEMORANDUM

MEETING DATE: June 11th, 2024

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #18 Action on request for partial payment #3, #4, #5 and #6 from August Winters & Sons, Inc in the amount of \$1,094,932.82 for work on the 45th Avenue Lift Station and 63rd Avenue Lift Station 2023 UD #1 Capital Improvement Project

BACKGROUND:

On March 28th, 2023 the Village Board awarded the contract to refurbish our 45th Avenue (Eaglewood) Lift Station and 63rd Avenue (Lichter) Lift Station to August Winter & Sons, Inc. The contracted amount for the project is \$1,649,700. This amount was allocated to these projects in the approved 2024 CIP. The funds will be coming from UD #1 cash.

Administration, Public Works and August Winters met in April of 2023 for a pre-construction meeting. At this time, it was agreed that formal construction would not start until 2024. A formal neighborhood meeting was held in February with residents of the Lichter and Eaglewood Subdivisions to inform them of the project and the timeline. Work began in March. The substantial completion date is June 30, 2024; the completion is August 31, 2024.

The Board has previously approved the following payments:

Table with 3 columns: Request Number, Date, Amount. Rows include 1st request (\$85,575.68), 2nd request (\$56,499), and Payments to date (\$142,074.68).

August Winter & Sons has submitted their 3rd request (\$101,602.50), 4th request (\$254,077.50), 5th request (\$363,552.48) and 6th request (\$375,700.34) for partial payment in the amount of \$1,094,932.82.

PRIOR ACTION TAKEN:

This matter was reviewed at our June 4<sup>th</sup> Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Engineer Snyder has reviewed the requests and recommends approval. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

*“Motion to approve request for partial payment #3, #4, #5 and #6 from August Winters & Sons, Inc in the amount of \$1,094,932.82 for work on the 45th Avenue Lift Station and 63rd Avenue Lift Station 2023 UD #1 Capital Improvement Project”*

ATTACHMENTS:

Engineer Snyder Recommendation on the 45th Avenue Lift Station and 63rd Avenue Lift Station Project – Payment #3, #4, #5 and #6

May 24, 2024

Ms. Wendy Burnette, Clerk  
Village of Somers  
7511 12<sup>th</sup> Street  
Somers, WI 53171

***Subject: 45<sup>th</sup> Avenue and 63<sup>rd</sup> Avenue Lift Station Replacements-- Payment Recommendation***

Dear Wendy,

Enclosed are 4 applications for payment (3 through 6) including sworn statement, and partial lien waiver from August Winters & Sons, Inc., Contractor, for work performed for the 45<sup>th</sup> Avenue and 63<sup>rd</sup> Avenue Lift Station Replacement Project. The following is our opinion of the amount due and payable to the Contractor:

Contract Price	\$1,649,700.00
Work Completed to Date	\$1,278,200.00
Less Amount Retained	<u>(\$ 41,242.50)</u>
Subtotal	\$1,236,957.50
Less Previous Payments	<u>(\$142,024.68)</u>
Total Amount Due for Partial Payment 3	\$1,094,932.82

**We recommend payment to August Winters & Sons, Inc. for \$1,094,932.82.**

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS



Douglas R. Snyder, P.E.

DRS/drs  
Encs.

C/encs.: Jason Peters, Administrator (email)  
Derek Lewin, August Winters & Sons, Inc. (email)

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 56733

To Owner: Village of Somers  
PO Box 197

Project: 68123- Somers 45th & 63rd Lift Stations

Application No. : 3

Distribution to:

Owner

Architect

Contractor

Kenosha, WI 53144

Period To: 2/29/2024

From Contractor: August Winter & Sons, Inc.  
2323 N. Roemer Road  
Appleton, WI 54912

Via Architect:

Project Nos: 201061.40

Contract For: Somers 45th Ave Lift Station

Contract Date: 3/29/2023

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

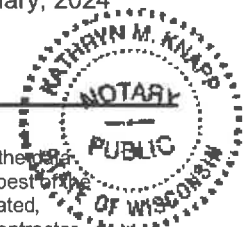
1. Original Contract Sum .....	\$1,649,700.00
2. Net Change By Change Order .....	\$0.00
3. Contract Sum To Date .....	\$1,649,700.00
4. Total Completed and Stored To Date .....	\$256,449.66
5. Retainage:	
a. 5.00% of Completed Work	\$12,822.48
b. 0.00% of Stored Material	\$0.00
Total Retainage .....	\$12,822.48
6. Total Earned Less Retainage .....	\$243,627.18
7. Less Previous Certificates For Payments .....	\$142,024.68
8. Current Payment Due .....	\$101,602.50
9. Balance To Finish, Plus Retainage .....	\$1,406,072.82

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: August Winter & Sons, Inc.

By: *Deek Levin* Date: 2/21/2024

State of: Wisconsin County of: Outagamie  
 Subscribed and sworn to before me this 21st day of February, 2024  
 Notary Public: *Kathryn M Knapp*  
 My Commission expires: 5/13/2025



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the information comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 101,602.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: *Ray Snyder* Date: 05-24-24

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

# CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 3

Application Date : 02/21/24

To: 02/29/24

Architect's Project No.: 201061.40

Invoice #: 56733

Contract : 68123- Somers 45th & 63rd Lift Stations

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place					
001	Bonds	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	1,250.00
002	Mobilization	65,000.00	0.00	65,000.00	0.00	65,000.00	100.00%	0.00	3,250.00
003	Gas/Electric Allowance	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	0.00
004	Control System Allowance	108,000.00	0.00	0.00	0.00	0.00	0.00%	108,000.00	0.00
005	SCADA Panel Inseption Allowance	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	0.00
006	Sewer Televising Allowance	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00
007		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
008	45TH AVE LS	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
009	Demo/Removals	37,000.00	0.00	0.00	0.00	0.00	0.00%	37,000.00	0.00
010	Dog House MH	65,000.00	0.00	16,250.00	0.00	16,250.00	25.00%	48,750.00	812.50
011	Directional Drilling	25,700.00	0.00	25,700.00	0.00	25,700.00	100.00%	0.00	1,285.00
012	Site Piping	95,000.00	0.00	0.00	0.00	0.00	0.00%	95,000.00	0.00
013	Wet Well Install	190,000.00	0.00	0.00	0.00	0.00	0.00%	190,000.00	0.00
014	Meter/Valve Vault install	95,000.00	6,800.00	0.00	0.00	6,800.00	7.16%	88,200.00	340.00
015	Pumps Installed	45,000.00	17,100.00	0.00	0.00	17,100.00	38.00%	27,900.00	855.00
016	Interior Piping	90,000.00	31,500.00	0.00	0.00	31,500.00	35.00%	58,500.00	1,575.00
017	Precast Building Foundation	30,000.00	0.00	0.00	0.00	0.00	0.00%	30,000.00	0.00
018	Precast Building	65,000.00	0.00	0.00	0.00	0.00	0.00%	65,000.00	0.00
019	Electrical	125,000.00	0.00	0.00	0.00	0.00	0.00%	125,000.00	0.00
020	Pavement	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	0.00
021	Site Restoration	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00
022	Fencing	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00
023	Bypass Pumping	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	0.00
024		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
027	63RD AVE LS	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
028	Demo/Removals	22,000.00	0.00	0.00	0.00	0.00	0.00%	22,000.00	0.00
029	Wet Well Modifications	15,000.00	0.00	0.00	0.00	0.00	0.00%	15,000.00	0.00
030	Meter/Valve Vault Install	95,000.00	6,800.00	0.00	0.00	6,800.00	7.16%	88,200.00	340.00
031	Pumps Installed	55,000.00	30,799.66	0.00	0.00	30,799.66	56.00%	24,200.34	1,539.98
032	Interior Piping	90,000.00	31,500.00	0.00	0.00	31,500.00	35.00%	58,500.00	1,575.00
033	Precast Building Foundation	30,000.00	0.00	0.00	0.00	0.00	0.00%	30,000.00	0.00
034	Precast Building	65,000.00	0.00	0.00	0.00	0.00	0.00%	65,000.00	0.00

# CONTINUATION SHEET

**Application and Certification for Payment, containing**

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

**Application No. : 3**

**Application Date : 02/21/24**

**To: 02/29/24**

**Architect's Project No.: 201061.40**

**Invoice # : 56733**

**Contract : 68123- Somers 45th & 63rd Lift Stations**

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date  (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place					
035	Electrical	110,000.00	0.00	0.00	0.00	0.00	0.00%	110,000.00	0.00
036	Pavement	15,000.00	0.00	0.00	0.00	0.00	0.00%	15,000.00	0.00
037	Site Restoration	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00
038	Bypass Pumping	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	0.00
<b>Grand Totals</b>		<b>1,649,700.00</b>	<b>149,499.66</b>	<b>86,850.00</b>	<b>0.00</b>	<b>256,449.66</b>	<b>15.55%</b>	<b>1,393,250.34</b>	<b>12,822.48</b>

## Limited Waiver of Construction Lien

1. Upon receipt of payment, the undersigned hereby waives all rights to or claims for a lien on the land hereafter described, for any and all work, materials, plans and specifications made or furnished for the improvements of said lands, furnished between the date of February 1, 2024 and February 29, 2024 to the extent of \$ 101,602.50\*\* only.


(Describe) One Hundred One Thousand Six Hundred Two & 50/100\*\*

said improvements being done for Village of Somers, Owner by August Winter & Sons, Inc., Prime Contractor said lands being situated in Racine County, Wisconsin, and described as 45th Avenue & 63rd Avenue Lift Station (legal description, street address or other clear description).

2. The work done or to be done or materials furnished or to be furnished by the undersigned for said job consists of Plumbing Work
3. The right to assert construction lien rights for work done or materials furnished in excess of said amount or exclusive of stated period on said job is hereby expressly reserved.
4. This waiver furnished is a waiver of lien rights only, and not of any contract rights of the claimant otherwise existing.
5. Notwithstanding Section 779.05, Wisconsin Statutes, if the consideration for this lien waiver consists of an uncertified check or other negotiable instrument, this lien waiver is null and void if such check or other negotiable instrument is dishonored or otherwise not paid when due.

Dated this 21st day of Feb, 2024

**AUGUST WINTER & SONS, INC.**

  
Assistant Corporate Secretary  
2323 North Roemer Road, PO BOX 1896  
Appleton, WI 54913

**August Winter & Sons, Inc.**  
**Sworn Statement - Somers 45th Avenue & 63rd Avenue Lift Station**  
**Jul-20**

State of: Wisconsin  
 County of: Outagamie

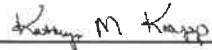
Subcontractor/ Supplier Name	Kind of Work	Contract Value	Total Billed Includes this app	Net Previously Paid	Net Amount of this payment
Century Fence/ PO Box 727 Pewaukee WI 53072	Fence	\$ 11,598.00	\$ -	\$ -	\$ -
Chcchini Asphalt/4700 52nd Avenue Kenosha WI 53144	Asphalt	\$ 27,563.00	\$ -	\$ -	\$ -
Core & Main / 1830 Craig Park Court, St Louis MO 63146	Pipe and Fittings	\$ 20,225.00	\$ -	\$ -	\$ -
Crest Precast / 609 Kistier Drive LaCrescent MN 55947	Manholes & Vaults	\$ 90,900.00	\$ -	\$ -	\$ -
Dale Nehls/714 43rd St. Kenosha WI 53140	Painting	\$ 28,650.00	\$ -	\$ -	\$ -
Dorner Company/PO Box189 Sussex, WI 53089	Valves	\$ 51,380.00	\$ -	\$ 51,380.00	\$ -
Ferguson Waterworks/ 2300 N Sandra St Appleton, WI 54911	Pipe & Fittings	\$ 30,822.30	\$ -	\$ -	\$ -
JH Hassinger / N60 W16289 Kohler Lane Menonimee Falls WI	General Construction	\$ 62,134.00	\$ -	\$ -	\$ -
Pieper Electric / 5477 S Westridge Court, New Berlin WI 53151	Electrical	\$ 192,095.00	\$ -	\$ -	\$ -
Quality Precast/ 7800 Adobe Road Kalamazoo MI 49009	Precast Building	\$ 78,500.00	\$ -	\$ -	\$ -
Seven Oaks HD LLC/ w229 county Road ZZ Kaukauna, WI 54130	Drilling	\$ 10,000.00	\$ -	\$ -	\$ -
SJE/LW Allen / 4633 tomkins Drive Madison WI 53716	SCADA & Controls	\$ 108,000.00	\$ -	\$ -	\$ -
William Reid/ PO Box 397 Germantown, WI 53022	Pumps	\$ 38,000.00	\$ -	\$ 34,200.00	\$ -
Wisconsin Pump Works / 825 SW Ordinance Rd Ankeny IA 50023	Access Hatches	\$ 13,699.66	\$ -	\$ 13,696.33	\$ -
					\$ -
<b>TOTALS</b>		<b>\$ 763,566.96</b>	<b>\$ -</b>	<b>\$ 99,276.33</b>	<b>\$ -</b>

That, for the purpose of said contract, the following persons have been contracted with, and have furnished or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due to them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true and complete statement of all such persons, the is a full, true and complete statement of such persons, the amounts paid and the amounts due or to become due as such.

Signed   
 Name/Title Derek Lewin, Project Manager

Subscribed and sworn before me on this 21st day of February, 2023



  
5/13/2025

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 57371

To Owner: Village of Somers  
PO Box 197

Project: 68123- Somers 45th & 63rd Lift Stations

Application No. : 4

Distribution to :

Owner

Architect

Contractor

Kenosha, WI 53144

Period To: 3/31/2024

From Contractor: August Winter & Sons, Inc.  
2323 N. Roemer Road  
Appleton, WI 54912

Via Architect:

Project Nos: 201061.40

Contract For: Somers 45th Ave Lift Station

Contract Date: 3/29/2023

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet is attached.

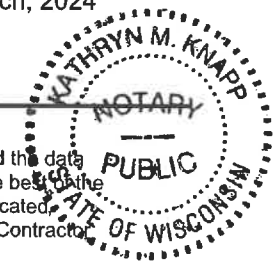
1. Original Contract Sum .....	\$1,649,700.00
2. Net Change By Change Order .....	\$0.00
3. Contract Sum To Date .....	\$1,649,700.00
4. Total Completed and Stored To Date .....	\$523,899.66
5. Retainage:	
a. 5.00% of Completed Work	\$26,194.98
b. 0.00% of Stored Material	\$0.00
Total Retainage .....	\$26,194.98
6. Total Earned Less Retainage .....	\$497,704.68
7. Less Previous Certificates For Payments .....	\$243,627.18
8. Current Payment Due .....	\$254,077.50
9. Balance To Finish, Plus Retainage .....	\$1,151,995.32

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: August Winter & Sons, Inc.

By: *David Levin* Date: 03/25/2024

State of: Wisconsin County of: Outagamie  
Subscribed and sworn to before me this 25th day of March, 2024  
Notary Public: *Kathryn M Knapp*  
My Commission expires: 05/13/2025



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, and the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 254,077.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: *Angela Ayala* Date: 05-24-24

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

# CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 4

Application Date : 03/20/24

To: 03/31/24

Architect's Project No.: 201061.40

Invoice # : 57371

Contract : 68123- Somers 45th & 63rd Lift Stations

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place					
			001	Bonds					
002	Mobilization	65,000.00	65,000.00	0.00	0.00	65,000.00	100.00%	0.00	3,250.00
003	Gas/Electric Allowance	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	0.00
004	Control System Allowance	108,000.00	0.00	0.00	0.00	0.00	0.00%	108,000.00	0.00
005	SCADA Panel Insepction Allowance	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	0.00
006	Sewer Televising Allowance	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00
007		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
008	45TH AVE LS	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
009	Demo/Removals	37,000.00	0.00	18,500.00	0.00	18,500.00	50.00%	18,500.00	925.00
010	Dog House MH	65,000.00	16,250.00	35,750.00	0.00	52,000.00	80.00%	13,000.00	2,600.00
011	Directional Drilling	25,700.00	25,700.00	0.00	0.00	25,700.00	100.00%	0.00	1,285.00
012	Site Piping	95,000.00	0.00	47,500.00	0.00	47,500.00	50.00%	47,500.00	2,375.00
013	Wet Well Install	190,000.00	0.00	95,000.00	0.00	95,000.00	50.00%	95,000.00	4,750.00
014	Meter/Valve Vault install	95,000.00	6,800.00	40,700.00	0.00	47,500.00	50.00%	47,500.00	2,375.00
015	Pumps Installed	45,000.00	17,100.00	0.00	0.00	17,100.00	38.00%	27,900.00	855.00
016	Interior Piping	90,000.00	31,500.00	0.00	0.00	31,500.00	35.00%	58,500.00	1,575.00
017	Precast Building Foundation	30,000.00	0.00	0.00	0.00	0.00	0.00%	30,000.00	0.00
018	Precast Building	65,000.00	0.00	0.00	0.00	0.00	0.00%	65,000.00	0.00
019	Electrical	125,000.00	0.00	25,000.00	0.00	25,000.00	20.00%	100,000.00	1,250.00
020	Pavement	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	0.00
021	Site Restoration	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00
022	Fencing	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00
023	Bypass Pumping	20,000.00	0.00	5,000.00	0.00	5,000.00	25.00%	15,000.00	250.00
024		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
027	63RD AVE LS	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
028	Demo/Removals	22,000.00	0.00	0.00	0.00	0.00	0.00%	22,000.00	0.00
029	Wet Well Modifications	15,000.00	0.00	0.00	0.00	0.00	0.00%	15,000.00	0.00
030	Meter/Valve Vault Install	95,000.00	6,800.00	0.00	0.00	6,800.00	7.16%	88,200.00	340.00
031	Pumps Installed	55,000.00	30,799.66	0.00	0.00	30,799.66	56.00%	24,200.34	1,539.98
032	Interior Piping	90,000.00	31,500.00	0.00	0.00	31,500.00	35.00%	58,500.00	1,575.00
033	Precast Building Foundation	30,000.00	0.00	0.00	0.00	0.00	0.00%	30,000.00	0.00
034	Precast Building	65,000.00	0.00	0.00	0.00	0.00	0.00%	65,000.00	0.00

# CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 4

Application Date : 03/20/24

To: 03/31/24

Architect's Project No.: 201061.40

Invoice # : 57371

Contract : 68123- Somers 45th & 63rd Lift Stations

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place					
035	Electrical	110,000.00	0.00	0.00	0.00	0.00	0.00%	110,000.00	0.00
036	Pavement	15,000.00	0.00	0.00	0.00	0.00	0.00%	15,000.00	0.00
037	Site Restoration	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00
038	Bypass Pumping	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	0.00
<b>Grand Totals</b>		<b>1,649,700.00</b>	<b>256,449.66</b>	<b>91,871.04</b>	<b>0.00</b>	<b>523,899.66</b>	<b>31.76%</b>	<b>1,125,800.34</b>	<b>26,194.98</b>

## Limited Waiver of Construction Lien

1. Upon receipt of payment, the undersigned hereby waives all rights to or claims for a lien on the land hereafter described, for any and all work, materials, plans and specifications made or furnished for the improvements of said lands, furnished between the date of March 1, 2024 and March 31, 2024 to the extent of \$ 254,077.50\*\* only.


(Describe) Two Hundred Fifty Four Thousand Seventy Seven Dollars & 50/100\*\*

said improvements being done for Village of Somers, Owner by August Winter & Sons, Inc., Prime Contractor said lands being situated in Racine County, Wisconsin, and described as 45th Avenue & 63rd Avenue Lift Station (legal description, street address or other clear description).

2. The work done or to be done or materials furnished or to be furnished by the undersigned for said job consists of Plumbing Work
3. The right to assert construction lien rights for work done or materials furnished in excess of said amount or exclusive of stated period on said job is hereby expressly reserved.
4. This waiver furnished is a waiver of lien rights only, and not of any contract rights of the claimant otherwise existing.
5. Notwithstanding Section 779.05, Wisconsin Statutes, if the consideration for this lien waiver consists of an uncertified check or other negotiable instrument, this lien waiver is null and void if such check or other negotiable instrument is dishonored or otherwise not paid when due.

Dated this 25th day of Mar, 2024

**AUGUST WINTER & SONS, INC.**

  
Assistant Corporate Secretary  
2323 North Roemer Road, PO BOX 1896  
Appleton, WI 54913

**August Winter & Sons, Inc.**  
**Sworn Statement - Somers 45th Avenue & 63rd Avenue Lift Station**  
**Mar-24**

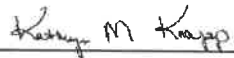
State of: Wisconsin  
 County of: Outagamie

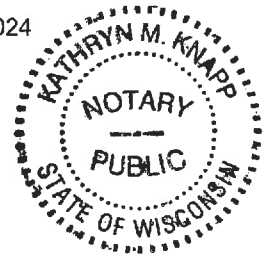
Subcontractor/ Supplier Name	Kind of Work	Contract Value	Total Billed Includes this app	Net Previously Paid	Net Amount of this payment
Century Fence/ PO Box 727 Pewaukee WI 53072	Fence	\$ 11,598.00	\$ -	\$ -	\$ -
Chcchini Asphalt/4700 52nd Avenue Kenosha WI 53144	Asphalt	\$ 27,563.00	\$ -	\$ -	\$ -
Core & Main / 1830 Craig Park Court, St Louis MO 63146	Pipe and Fittings	\$ 20,225.00	\$ -	\$ -	\$ -
Crest Precast / 609 Kistler Drive LaCrescent MN 55947	Manholes & Vaults	\$ 90,900.00	\$ -	\$ -	\$ -
Dale Nehls/714 43rd St. Kenosha WI 53140	Painting	\$ 28,650.00	\$ -	\$ -	\$ -
Dorner Company/PO Box189 Sussex, WI 53089	Valves	\$ 57,764.00	\$ 57,764.00	\$ 51,380.00	\$ 6,384.00
Ferguson Waterworks/ 2300 N Sandra St Appleton, WI 54911	Pipe & Fittings	\$ 30,822.30	\$ 10,484.82	\$ 10,484.82	\$ 10,484.82
JH Hassinger / N60 W16289 Kohler Lane Menonimee Falls WI	General Construction	\$ 62,134.00	\$ -	\$ -	\$ -
Pieper Electric / 5477 S Westridge Court, New Berlin WI 53151	Electrical	\$ 192,095.00	\$ -	\$ -	\$ -
Quality Precast/ 7800 Adobe Road Kalamazoo MI 49009	Precast Building	\$ 78,500.00	\$ -	\$ -	\$ -
Seven Oaks HD LLC/ w229 county Road ZZ Kaukauna, WI 54130	Drilling	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ -
SJE/LW Allen / 4633 tomkins Drive Madison WI 53716	SCADA & Controls	\$ 108,000.00	\$ -	\$ -	\$ -
William Reid/ PO Box 397 Germantown, WI 53022	Pumps	\$ 34,200.00	\$ 34,200.00	\$ 34,200.00	\$ -
Wisconsin Pump Works / 825 SW Ordinance Rd Ankeny IA 50023	Access Hatches	\$ 13,699.66	\$ 13,699.66	\$ 13,699.66	\$ -
					\$ -
<b>TOTALS</b>		<b>\$ 768,150.96</b>	<b>\$ 128,148.48</b>	<b>\$ 121,764.48</b>	<b>\$ 16,868.82</b>

That, for the purpose of said contract, the following persons have been contracted with, and have furnished or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due to them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true and complete statement of all such persons, the is a full, true and complete statement of such persons, the amounts paid and the amounts due or to become due as such.

Signed   
 Name/Title Derek Lewin, Project Manager

Subscribed and sworn before me on this 25th day of March, 2024

  
5/13/2025



# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 58054

To Owner: Village of Somers  
PO Box 197

Project: 68123- Somers 45th & 63rd Lift Stations

Application No.: 5

Distribution to:

Owner

Architect

Contractor

Kenosha, WI 53144

Period To: 4/30/2024

From Contractor: August Winter & Sons, Inc.  
2323 N. Roemer Road  
Appleton, WI 54912

Via Architect:

Project Nos: 201061.40

Contract For: Somers 45th Ave Lift Station

Contract Date: 3/29/2023

## CONTRACTOR'S APPLICATION FOR PAYMENT

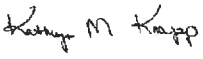
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum .....	\$1,649,700.00
2. Net Change By Change Order .....	\$0.00
3. Contract Sum To Date .....	\$1,649,700.00
4. Total Completed and Stored To Date .....	\$902,499.66
5. Retainage:	
a. 2.50% of Total Contract	\$41,242.50
b. 0.00% of Stored Material	\$0.00
Total Retainage .....	\$41,242.50
6. Total Earned Less Retainage .....	\$861,257.16
7. Less Previous Certificates For Payments .....	\$497,704.68
8. Current Payment Due .....	\$363,552.48
9. Balance To Finish, Plus Retainage .....	\$788,442.84

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: August Winter & Sons, Inc.

By:  Date: 04/18/2024

State of: Wisconsin County of: Outagamie  
Subscribed and sworn to before me this 18th day of April, 2024  
Notary Public:   
My Commission expires: 5/13/2025

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 363,552.48

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:  Date: 5-24-24

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

# CONTINUATION SHEET

**Application and Certification for Payment, containing**

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

**Application No. : 5**

**Application Date : 04/18/24**

**To: 04/30/24**

**Architect's Project No.: 201061.40**

**Invoice # : 58054**

**Contract : 68123- Somers 45th & 63rd Lift Stations**

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date  (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
001	Bonds	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	1,250.00
002	Mobilization	65,000.00	65,000.00	0.00	0.00	65,000.00	100.00%	0.00	3,250.00
003	Gas/Electric Allowance	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	0.00
004	Control System Allowance	108,000.00	0.00	0.00	0.00	0.00	0.00%	108,000.00	0.00
005	SCADA Panel Insepection Allowance	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	0.00
006	Sewer Televising Allowance	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00
007		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
008	45TH AVE LS	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
009	Demo/Removals	37,000.00	18,500.00	0.00	0.00	18,500.00	50.00%	18,500.00	925.00
010	Dog House MH	65,000.00	52,000.00	0.00	0.00	52,000.00	80.00%	13,000.00	2,600.00
011	Directional Drilling	25,700.00	25,700.00	0.00	0.00	25,700.00	100.00%	0.00	1,285.00
012	Site Piping	95,000.00	47,500.00	0.00	0.00	47,500.00	50.00%	47,500.00	2,375.00
013	Wet Well Install	190,000.00	95,000.00	76,000.00	0.00	171,000.00	90.00%	19,000.00	8,550.00
014	Meter/Valve Vault install	95,000.00	47,500.00	38,000.00	0.00	85,500.00	90.00%	9,500.00	4,275.00
015	Pumps Installed	45,000.00	17,100.00	23,400.00	0.00	40,500.00	90.00%	4,500.00	2,025.00
016	Interior Piping	90,000.00	31,500.00	49,500.00	0.00	81,000.00	90.00%	9,000.00	4,050.00
017	Precast Building Foundation	30,000.00	0.00	30,000.00	0.00	30,000.00	100.00%	0.00	1,500.00
018	Precast Building	65,000.00	0.00	0.00	0.00	0.00	0.00%	65,000.00	0.00
019	Electrical	125,000.00	25,000.00	37,500.00	0.00	62,500.00	50.00%	62,500.00	3,125.00
020	Pavement	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	0.00
021	Site Restoration	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00
022	Fencing	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00
023	Bypass Pumping	20,000.00	5,000.00	11,000.00	0.00	16,000.00	80.00%	4,000.00	800.00
024		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
027	63RD AVE LS	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
028	Demo/Removals	22,000.00	0.00	22,000.00	0.00	22,000.00	100.00%	0.00	1,100.00
029	Wet Well Modifications	15,000.00	0.00	7,500.00	0.00	7,500.00	50.00%	7,500.00	375.00
030	Meter/Valve Vault Install	95,000.00	6,800.00	78,700.00	0.00	85,500.00	90.00%	9,500.00	392.52
031	Pumps Installed	55,000.00	30,799.66	0.00	0.00	30,799.66	56.00%	24,200.34	1,539.98
032	Interior Piping	90,000.00	31,500.00	0.00	0.00	31,500.00	35.00%	58,500.00	1,575.00
033	Precast Building Foundation	30,000.00	0.00	0.00	0.00	0.00	0.00%	30,000.00	0.00
034	Precast Building	65,000.00	0.00	0.00	0.00	0.00	0.00%	65,000.00	0.00

# CONTINUATION SHEET

**Application and Certification for Payment**, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

**Application No. :** 5

**Application Date :** 04/18/24

**To:** 04/30/24

**Architect's Project No.:** 201061.40

**Invoice # :** 58054

**Contract :** 68123- Somers 45th & 63rd Lift Stations

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date  (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place					
035	Electrical	110,000.00	0.00	0.00	0.00	0.00	0.00%	110,000.00	0.00
036	Pavement	15,000.00	0.00	0.00	0.00	0.00	0.00%	15,000.00	0.00
037	Site Restoration	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00
038	Bypass Pumping	20,000.00	0.00	5,000.00	0.00	5,000.00	25.00%	15,000.00	250.00
<b>Grand Totals</b>		<b>1,649,700.00</b>	<b>523,899.66</b>	<b>378,600.00</b>	<b>0.00</b>	<b>902,499.66</b>	<b>54.71%</b>	<b>747,200.34</b>	<b>41,242.50</b>

## Limited Waiver of Construction Lien

1. Upon receipt of payment, the undersigned hereby waives all rights to or claims for a lien on the land hereafter described, for any and all work, materials, plans and specifications made or furnished for the improvements of said lands, furnished between the date of April 1, 2024 and April 30, 2024 to the extent of \$ 363,552.48\*\* only.


(Describe) Three Hundred Sixty Three Thousand Five Hundred Fifty Two Dollars & 48/100\*\*

said improvements being done for Village of Somers, Owner by August Winter & Sons, Inc., Prime Contractor said lands being situated in Racine County, Wisconsin, and described as 45th Avenue & 63rd Avenue Lift Station (legal description, street address or other clear description).

2. The work done or to be done or materials furnished or to be furnished by the undersigned for said job consists of Plumbing Work
3. The right to assert construction lien rights for work done or materials furnished in excess of said amount or exclusive of stated period on said job is hereby expressly reserved.
4. This waiver furnished is a waiver of lien rights only, and not of any contract rights of the claimant otherwise existing.
5. Notwithstanding Section 779.05, Wisconsin Statutes, if the consideration for this lien waiver consists of an uncertified check or other negotiable instrument, this lien waiver is null and void if such check or other negotiable instrument is dishonored or otherwise not paid when due.

Dated this 18th day of April, 2024

**AUGUST WINTER & SONS, INC.**

  
Assistant Corporate Secretary  
2323 North Roemer Road, PO BOX 1896  
Appleton, WI 54913

**August Winter & Sons, Inc.**  
**Sworn Statement - Somers 45th Avenue & 63rd Avenue Lift Station**  
**Apr-24**


State of: Wisconsin  
 County of: Outagamie

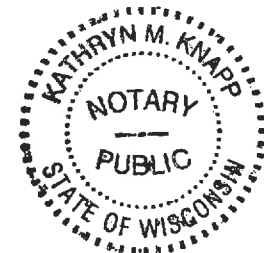
Subcontractor/ Supplier Name	Kind of Work	Contract Value	Total Billed Includes this app	Net Previously Paid	Net Amount of this payment
Century Fence/ PO Box 727 Pewaukee WI 53072	Fence	\$ 11,598.00	\$ -	\$ -	\$ -
Chcchini Asphalt/4700 52nd Avenue Kenosha WI 53144	Asphalt	\$ 27,563.00	\$ -	\$ -	\$ -
Core & Main / 1830 Craig Park Court, St Louis MO 63146	Pipe and Fittings	\$ 20,225.00	\$ 4,030.69	\$ -	\$ 4,030.69
Crest Precast / 609 Kistier Drive LaCrescent MN 55947	Manholes & Vaults	\$ 90,900.00	\$ 22,000.00	\$ -	\$ 22,000.00
Dale Nehls/714 43rd St. Kenosha WI 53140	Painting	\$ 28,650.00	\$ -	\$ -	\$ -
Dorner Company/PO Box189 Sussex, WI 53089	Valves	\$ 57,764.00	\$ 57,764.00	\$ 57,764.00	\$ -
Ferguson Waterworks/ 2300 N Sandra St Appleton, WI 54911	Pipe & Fittings	\$ 30,822.30	\$ 12,463.09	\$ 10,484.82	\$ 1,978.27
JH Hassinger / N60 W16289 Kohler Lane Menonimee Falls WI	General Construction	\$ 62,134.00	\$ 5,000.00	\$ -	\$ 5,000.00
Pieper Electric / 5477 S Westridge Court, New Berlin WI 53151	Electrical	\$ 192,095.00	\$ -	\$ -	\$ -
Quality Precast/ 7800 Adobe Road Kalamazoo MI 49009	Precast Building	\$ 78,500.00	\$ -	\$ -	\$ -
Seven Oaks HD LLC/ w229 county Road ZZ Kaukauna, WI 54130	Drilling	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ -
SJE/LW Allen / 4633 tomkins Drive Madison WI 53716	SCADA & Controls	\$ 108,000.00	\$ -	\$ -	\$ -
William Reid/ PO Box 397 Germantown, WI 53022	Pumps	\$ 34,200.00	\$ 34,200.00	\$ 34,200.00	\$ -
Wisconsin Pump Works / 825 SW Ordinance Rd Ankeny IA 50023	Access Hatches	\$ 13,699.66	\$ 13,699.66	\$ 13,699.66	\$ -
				\$ -	\$ -
<b>TOTALS</b>		<b>\$ 768,150.96</b>	<b>\$ 161,157.44</b>	<b>\$ 128,148.48</b>	<b>\$ 33,008.96</b>

That, for the purpose of said contract, the following persons have been contracted with, and have furnished or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due to them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true and complete statement of all such persons, the is a full, true and complete statement of such persons, the amounts paid and the amounts due or to become due as such.

Signed   
 Name/Title Derek Lewin, Project Manager

Subscribed and sworn before me on this 18th day of April, 2024

  
5/13/2025



# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 58823

To Owner: Village of Somers  
PO Box 197

Project: 68123- Somers 45th & 63rd Lift Stations

Application No. : 6

Distribution to:

Owner

Architect

Contractor

Kenosha, WI 53144

Period To: 5/31/2024

From Contractor: August Winter & Sons, Inc.  
2323 N. Roemer Road  
Appleton, WI 54912

Via Architect:

Project Nos: 201061.40

Contract For: Somers 45th Ave Lift Station

Contract Date: 3/29/2023

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet is attached.

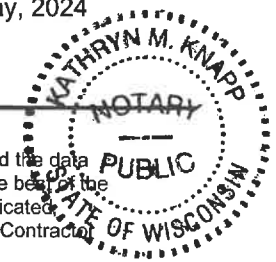
1. Original Contract Sum .....	\$1,649,700.00
2. Net Change By Change Order .....	\$0.00
3. Contract Sum To Date .....	\$1,649,700.00
4. Total Completed and Stored To Date .....	\$1,278,200.00
5. Retainage:	
a. 2.50% of Total Contract	\$41,242.50
b. 0.00% of Stored Material	\$0.00
Total Retainage .....	\$41,242.50
6. Total Earned Less Retainage .....	\$1,236,957.50
7. Less Previous Certificates For Payments .....	\$861,257.16
8. Current Payment Due .....	\$375,700.34
9. Balance To Finish, Plus Retainage .....	\$412,742.50

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: August Winter & Sons, Inc.

By: *David Levin* Date: 05/24/2024

State of: Wisconsin County of: Outagamie  
Subscribed and sworn to before me this 24th day of May, 2024  
Notary Public:  
My Commission expires: *Kathryn M Knapp*  
5/13/2025



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 375,700.34

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:  
By: *Ray Snyder* Date: 5-24-24

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

# CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 6

Application Date : 05/23/24

To: 05/31/24

Architect's Project No.: 201061.40

Invoice # : 58823

Contract : 68123- Somers 45th & 63rd Lift Stations

A Item No.	B Description of Work	C Scheduled Value	D E		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date  (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			Work Completed						
			From Previous Application (D+E)	This Period In Place					
001	Bonds	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	1,250.00
002	Mobilization	65,000.00	65,000.00	0.00	0.00	65,000.00	100.00%	0.00	3,250.00
003	Gas/Electric Allowance	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	0.00
004	Control System Allowance	108,000.00	0.00	0.00	0.00	0.00	0.00%	108,000.00	0.00
005	SCADA Panel Insepction Allowance	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	0.00
006	Sewer Televising Allowance	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00
007		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
008	45TH AVE LS	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
009	Demo/Removals	37,000.00	18,500.00	18,500.00	0.00	37,000.00	100.00%	0.00	925.00
010	Dog House MH	65,000.00	52,000.00	13,000.00	0.00	65,000.00	100.00%	0.00	2,600.00
011	Directional Drilling	25,700.00	25,700.00	0.00	0.00	25,700.00	100.00%	0.00	1,285.00
012	Site Piping	95,000.00	47,500.00	47,500.00	0.00	95,000.00	100.00%	0.00	2,375.00
013	Wet Well Install	190,000.00	171,000.00	19,000.00	0.00	190,000.00	100.00%	0.00	8,550.00
014	Meter/Valve Vault install	95,000.00	85,500.00	0.00	0.00	85,500.00	90.00%	9,500.00	4,275.00
015	Pumps Installed	45,000.00	40,500.00	0.00	0.00	40,500.00	90.00%	4,500.00	2,025.00
016	Interior Piping	90,000.00	81,000.00	0.00	0.00	81,000.00	90.00%	9,000.00	4,050.00
017	Precast Building Foundation	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00%	0.00	1,500.00
018	Precast Building	65,000.00	0.00	58,500.00	0.00	58,500.00	90.00%	6,500.00	0.00
019	Electrical	125,000.00	62,500.00	0.00	0.00	62,500.00	50.00%	62,500.00	3,125.00
020	Pavement	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	0.00
021	Site Restoration	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00
022	Fencing	5,000.00	0.00	2,500.00	0.00	2,500.00	50.00%	2,500.00	0.00
023	Bypass Pumping	20,000.00	16,000.00	2,000.00	0.00	18,000.00	90.00%	2,000.00	800.00
024		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
027	63RD AVE LS	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
028	Demo/Removals	22,000.00	22,000.00	0.00	0.00	22,000.00	100.00%	0.00	1,100.00
029	Wet Well Modifications	15,000.00	7,500.00	0.00	0.00	7,500.00	50.00%	7,500.00	375.00
030	Meter/Valve Vault Install	95,000.00	85,500.00	0.00	0.00	85,500.00	90.00%	9,500.00	392.52
031	Pumps Installed	55,000.00	30,799.66	18,700.34	0.00	49,500.00	90.00%	5,500.00	1,539.98
032	Interior Piping	90,000.00	31,500.00	49,500.00	0.00	81,000.00	90.00%	9,000.00	1,575.00
033	Precast Building Foundation	30,000.00	0.00	30,000.00	0.00	30,000.00	100.00%	0.00	0.00
034	Precast Building	65,000.00	0.00	58,500.00	0.00	58,500.00	90.00%	6,500.00	0.00

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 6

Application Date : 05/23/24

To: 05/31/24

Architect's Project No.: 201061.40

Invoice # : 58823

Contract : 68123- Somers 45th & 63rd Lift Stations

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place					
035	Electrical	110,000.00	0.00	55,000.00	0.00	55,000.00	50.00%	55,000.00	0.00
036	Pavement	15,000.00	0.00	0.00	0.00	0.00	0.00%	15,000.00	0.00
037	Site Restoration	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00
038	Bypass Pumping	20,000.00	5,000.00	3,000.00	0.00	8,000.00	40.00%	12,000.00	250.00
<b>Grand Totals</b>		<b>1,649,700.00</b>	<b>902,499.66</b>	<b>1,375,700.34</b>	<b>0.00</b>	<b>1,278,200.00</b>	<b>77.48%</b>	<b>371,500.00</b>	<b>41,242.50</b>

## Limited Waiver of Construction Lien

1. Upon receipt of payment, the undersigned hereby waives all rights to or claims for a lien on the land hereafter described, for any and all work, materials, plans and specifications made or furnished for the improvements of said lands, furnished between the date of May 1, 2024 and May 31, 2024 to the extent of \$ 375,700.34\*\* only.


(Describe) Three Hundred Seventy Five Thousand Seven Hundred Dollars & 34/100\*\*

said improvements being done for Village of Somers, Owner by August Winter & Sons, Inc., Prime Contractor said lands being situated in Racine County, Wisconsin, and described as 45th Avenue & 63rd Avenue Lift Station (legal description, street address or other clear description).

2. The work done or to be done or materials furnished or to be furnished by the undersigned for said job consists of Plumbing Work
3. The right to assert construction lien rights for work done or materials furnished in excess of said amount or exclusive of stated period on said job is hereby expressly reserved.
4. This waiver furnished is a waiver of lien rights only, and not of any contract rights of the claimant otherwise existing.
5. Notwithstanding Section 779.05, Wisconsin Statutes, if the consideration for this lien waiver consists of an uncertified check or other negotiable instrument, this lien waiver is null and void if such check or other negotiable instrument is dishonored or otherwise not paid when due.

Dated this 23th day of May, 2024

**AUGUST WINTER & SONS, INC.**

  
Assistant Corporate Secretary  
2323 North Roemer Road, PO BOX 1896  
Appleton, WI 54913

**August Winter & Sons, Inc.**  
**Sworn Statement - Somers 45th Avenue & 63rd Avenue Lift Station**  
**May-24**

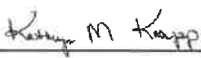
State of: Wisconsin  
 County of: Outagamie

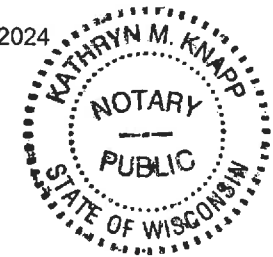
Subcontractor/ Supplier Name	Kind of Work	Contract Value	Total Billed Includes this app	Net Previously Paid	Net Amount of this payment
Century Fence/ PO Box 727 Pewaukee WI 53072	Fence	\$ 11,598.00	\$ -	\$ -	\$ -
Chcchini Ashphalt/4700 52nd Avenue Kenosha WI 53144	Asphalt	\$ 27,563.00	\$ -	\$ -	\$ -
Core & Main / 1830 Craig Park Court, St Louis MO 63146	Pipe and Fittings	\$ 25,169.24	\$ 24,481.88	\$ 4,030.69	\$ 20,451.19
Crest Precast / 609 Kistier Drive LaCrescent MN 55947	Manholes & Vaults	\$ 90,900.00	\$ 42,800.00	\$ 22,000.00	\$ 20,800.00
Dale Nehls/714 43rd St. Kenosha WI 53140	Painting	\$ 28,650.00	\$ -	\$ -	\$ -
Dorner Company/PO Box189 Sussex, WI 53089	Valves	\$ 57,764.00	\$ 57,764.00	\$ 57,764.00	\$ -
Ferguson Waterworks/ 2300 N Sandra St Appleton, WI 54911	Pipe & Fittings	\$ 30,822.30	\$ 27,447.33	\$ 12,463.09	\$ 14,984.24
JH Hassinger / N60 W16289 Kohler Lane Menonimee Falls WI	General Construction	\$ 62,134.00	\$ 32,134.00	\$ 1,000.00	\$ 31,134.00
Pieper Electric / 5477 S Westridge Court, New Berlin WI 53151	Electrical	\$ 192,095.00	\$ 72,928.40	\$ -	\$ 72,928.40
Quality Precast/ 7800 Adobe Road Kalamazoo MI 49009	Precast Building	\$ 78,500.00	\$ -	\$ -	\$ -
Seven Oaks HD LLC/ w229 county Road ZZ Kaukauna, WI 54130	Drilling	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ -
SJE/LW Allen / 4633 tomkins Drive Madison WI 53716	SCADA & Controls	\$ 108,000.00	\$ -	\$ -	\$ -
William Reid/ PO Box 397 Germantown, WI 53022	Pumps	\$ 34,200.00	\$ 34,200.00	\$ 34,200.00	\$ -
Wisconsin Pump Works / 825 SW Ordinance Rd Ankeny IA 50023	Access Hatches	\$ 13,699.66	\$ 13,699.66	\$ 13,699.66	\$ -
					\$ -
<b>TOTALS</b>		<b>\$ 773,095.20</b>	<b>\$ 317,455.27</b>	<b>\$ 157,157.44</b>	<b>\$ 160,297.83</b>

That, for the purpose of said contract, the following persons have been contracted with, and have furnished or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due to them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true and complete statement of all such persons, the is a full, true and complete statement of such persons, the amounts paid and the amounts due or to become due as such.

Signed   
 Name/Title Derek Lewin, Project Manager

Subscribed and sworn before me on this 23rd day of May, 2024

  
5/13/2025





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

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**MEETING DATE:** June 11, 2024

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

**PREPARED BY:** Wendy Burnette, Clerk/Treasurer

**AGENDA ITEM:** #19 Action on Operator’s Licenses: Mia Carter, Kimberly Cantrell, Branden Leffelman, Lilith Sorenson, Shane Stankovitch, Mackenzie Ross and Anna Dix - Temporary

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**BACKGROUND:**

Mia Carter, Kimberly Cantrell, Branden Leffelman, Lilith Sorenson, Shane Stankovitch, Mackenzie Ross and Anna Dix have applied for an operator’s license for the Village of Somers. No discrepancies with these applications.

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

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

*“Motion to approve Operator License for Mia Carter, Kimberly Cantrell, Branden Leffelman, Lilith Sorenson, Shane Stankovitch, Mackenzie Ross and Anna Dix”*

**ATTACHMENTS:**

NONE