

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

**Village Work Session Meeting
Agenda
Tuesday, October 1st, 2024
5:30 p.m.**

Village Board Work Session Meeting:	
Item #	
1	Call to Order
2	Administrator's Report
3	Engineer's Report
4	President & Trustee Reports
5	Discuss proposed Ordinance 2024-007, an Ordinance to repeal and recreate section 21.17 of the Code of Ordinances of the Village of Somers regarding waste collection and removal and proposed Ordinance 2024-008, an Ordinance to repeal and recreate section 21.145(D)(1) of the Code of Ordinances of the Village of Somers regarding permit fees for temporary portable storage containers.
6	Review and discuss Preliminary Resolution 2024-008 to Levy Special Charges to the 2024 tax roll
7	Discuss and review proposed contract with Kenosha County Sheriff's Department for Law Enforcement Services for 2025
8	Discuss and review proposed 2025 - 2029 Solid Waste/Recycling Contract with Johns Disposal
9	Discuss and review proposed 2025-2026 contract with Kenosha County for Planning & Development Services
10	Review and discuss application for the last 2 Class "B" (Picnic) Beer License from Hyslop Foundation DBA Hawthorn Hollow Nature Sanctuary & Arboretum for their Spooky Hollow Night 1 on October 18, 2024, and their Spooky Hollow Night 2 on October 25, 2024, from 5pm-9pm. Located at 880 Green Bay Road, Kenosha, Wisconsin 53144, and requests to waive fees.
11	Review tentative agenda for Village Board meeting on October 8th, 2024
12	Motion to convene in closed session per WI Statute 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, specifically Building Department, Administration, Public Works and Fire Department.

	(Roll call required)
13	Reconvene in Open Session (Roll call vote required)
14	The Village Board will not take action on items discussed in Closed Session
15	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the October 1st, 2024 Village Work Session & Agenda in 1 public place & on the Village website.

Dated this 27th day of September, 2024.

Wendy Burnette, Clerk-Treasurer

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

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

WORK SESSION: October 1st, 2024

TO: Village President Stoner and Village Trustees

FROM: Jason J. Peters, Administrator

AGENDA ITEM: #2 Administrator's Report

Below please find a bulleted summary of major issues that Administration has worked since our September 3rd Work Session:

Development

- The September Plan Commission was canceled as there were no matters scheduled to be heard.
- The Plan Commission will meet on October 14th to review the following:
 - Request by Steven Frederick to rezone part of 5025 12th Street from A-2 to R-2 to allow for a single-family home. They have also requested a CSM to split the lot.
 - Request by Bear Development for a Comp Plan Amendment and rezoning for their Willow Creek Project off CTH E.
 - Request by Shoreland Lutheran High School for a conditional use permit and site plan review for their proposed expansion to their buildings at 9026 12th Street.
- On September 6th, Administration, Trustee Nelson and President Stoner met with the new broker that will be marketing Maplecrest Golf Course. We discussed past plans that have been before the Plan Commission and the Board and what the Village foresees would be acceptable on this parcel.
- On September 6th, Administration, Planning & Zoning and President Stoner met with representatives from the DOT in regards to Golden Oil's CSM for their convenience store and hotel project. As you may recall, the DOT had requested that several changes be made to the recorded CSM. The Developer and the Village disagreed with the DOT's authority to request these changes. State Representative McGuire set up a meeting with

the DOT so that we could argue our position. In the end, the DOT agreed that these comments were beyond their scope and the CSM would not need to be amended.

- On September 6th, Administration, Engineering and President Stoner met with Golden Oil regarding their upcoming project to bring sewer to the Kenosha Travel Plaza off of 142. As may recall the public portion of this project was bid in the spring. The work should begin in early October.
- On September 10th, the Joint Review Board held their annual meeting to review updates on our 11 TID Districts. Jon Cameron and Administrator Peters presented updates on each TID to the Board.
- On September 16th, Administration and President held our monthly update call with Tawani regarding the Archive Center and Mission94. On September 15th, Mission94 held their official “First Shots Event” with remarks and a Ribbon Cutting. A public grand opening ceremony for Mission 94 is scheduled for October 5th. Kenosha News recently ran a story about the upcoming public grand opening.
https://kenoshanews.com/news/local/business/mission94-firearms-education-center-in-somers-offers-sneak-peek-before-grand-opening-oct-5/article_94a97862-7a80-11ef-b6de-3f8227f14da0.html



- On September 19th, Planning Staff, Administration, and President Stoner held our regularly scheduled developer’s meeting. We met with representatives from Shoreland Lutheran High School to review plans for the possible expansion of their building.



Administration

- Staff has spent the majority of their time preparing our 2025 Budget. Staff presented the preliminary budget at a special Village & Town joint session on Saturday, September 21st.
- Our carpet in the lobby was in need of cleaning. Administration was waiting until our Auditorium project was completed to have this work done. On September 4th, the carpet was professionally cleaned. Staff has included funds in our proposed 2025 Budget to have the lobby and the newly installed auditorium carpets cleaned at least once a year.
- On September 9th, Administration, Court Clerk Keisler met with representatives from the Sheriff's Department to review the suggested changes to the Villages Sex Offender Registry program.
- On September 9th, Administration met with Dooley and Associates. As you may recall, Dooley is the firm the Village choose to refurbish our website in 2019. The site is now approaching 5 years old and in need of some updates. Dooley has provided a quote and Staff will be including this in our 2025 CIP requests.
- On September 12th and September 18th, Administration and President Stoner met with representatives from Strand Associated to review the first draft of the stormwater study Strand has completed on areas 3 and 5. We will be scheduling a Stormwater Utility Meeting for October 22nd for Strand to present their findings. Based on these meetings, Administration has also worked with Strand to submit a Notice of Intent to Wisconsin Emergency Management for a Pre-Disaster Flood Resilience Grant (Assessment) grant and a Pre-Disaster Flood Resilience Grant (Implementation) grant.
- On September 12th, Administrator Peters was interviewed by Robert Whitaker of McMahan for the staffing portion of the Fire Study.
- Our 2024 CIP Budget included funds to update the Village's computer server systems. This work began on September 12th. On September 25th, Administrator Peters met with Kenosha County IT to discuss how the process was going and what may be needed in 2025.
- On September 16th, Administrator Peters met with Root Pike WIN and the engineering firm work on Phase II of the Neumiller Woods & Gitzlaff Park projects. These have been slowed by higher-than-expected costs. We have been exploring options to make these projects more cost effective.
- On September 17th, Public Work and Administration met with a contractor that will fence off the area behind the salt barn to screen this area from the Post Office and CTH E.
- On September 17th, Staff met with our R&R Insurance agent to review possible changes to the Village's health insurance plan. This was discussed at our September 21st Budget

meeting. On September 23rd, Staff again met to decide whether these potential plans would be reviewed at our September 24th Board meeting. Based on the September 24th Board meeting, all Department Heads attended a meeting with our R&R Insurance agent on September 25th to answer questions they or their staff may have. Addition information regarding coverage was emailed to Department head on September 26th.

- On September 23rd, the audio/video contractor for the auditorium project was at the Village Hall to replace a defective switch.
- In November of 2023, Kenosha County started work on the Kenosha County Comprehensive Safety Action Plan (CSAP). It is a comprehensive study of all County Trunk Highways. The County has hired an engineering firm to help the group create the CSAP. This is being paid for by a grant that the Highway Department secured from the Federal Government. CTH E and CTH EA are currently being studied as a part of the CSAP. On September 26th, Assistant to the Administrator Poirier attended local official's meeting held at the Bristol County Building.



- On September 26th, Administration submitted the Village/Town's annual recycling grant application through the DNR's website.
- On September 27th, Public Works staff attended a public works trade show in Greenfield. This was an opportunity to network, exchange ideas, and view new public works technology.



- The newsletter will be out the first week of October, look for it on our website or pick up a copy at the Village/Town Hall.
- **Reminder**
 - **Somers residents can drop off their electronic waste and any documents to be on October 5th, 2024. Collection will be between 9 a.m. and noon.**
<https://www.somers.org/news/2024/09/26/electronic-waste-and-shredding-event-3/>

Development Pipeline

Last updated: 09/27/2024

Name of Developer	Type of Development (Residential, Commercial, Industrial, Mixed Use)	Location	Date Engaged	Pre-Deve. Agree.	Current Zoning	Requested Zoning	Current Comp Plan	Comp Plan Requested	Neighbor. Plan	CSM or Plat	Public Improv. Needed	Est. Improv. Costs	Acres	Current Value	Est. Value	Build Out Year	Year Full Assessed on Tax Roll	TIF Dist.	Requested Assistance	Proposed Assistance	Assistance Committed	Plan Comm. Date	Board Final Approval	Devel. Agree. Date	Comp Plan Ord	NOTES
Akil Ajmeri 3308 Green Bay Road	Multi-Tenant Commercial Building w/ Ayra Liquor Store as anchor	Somers Market north of Jiffy Lube	1/7/2021	No	A-1	B-3	Commercial	Commercial	Southeast	No	No		0.95	\$375,000		2021	2022	2	N/A	N/A	N/A	3/8/2021 Concept				03/21 Plan Commission Meeting heard concept 02/22 Met w/ Developer, moving forward pending easement with RCG 08/23 Received call regarding possible new development
Bear Development Willow Creek	Multi-Family Townhouse Single Family	Hwy E by lift station	8/23/2018	Yes	R-9 A-2 C-1	R-9 R-5 C-1 PUD	High Density Residential Secondary Environmental Other Conservancy Land Non-farmed Wetland Street & Highway ROW	Medium-Density Residential,	Somers Center East	Plat	Road Water Sewer		40.54	\$11,500	\$40,000,000			4	Yes			Concept 7/8/2024 Rezone & Comp 10/14/2024				10/8/2018 Conceptual Presented to Plan Commission 01/2019 Bear updating plan, will come back to Plan Commission 04/2019 Bear has new plan & working with administration to bring to Plan Commission 05/2019 Met with Bear & Root Pike Win, TID 4 amendments to be made so 35% rule is followed 6/2019 TID 4 amends will go to JRB, Plan Commission & Board in July 19 8/13 TID Amendments Finalized, Developer hoping to Bring Plans in Fall 4/20 Spoke to Developer, bringing in new concept plan 11/20 Met w/ Developer, concept with single family & owner occupied duplexes 03/24 Spoke with developer regarding bringing this project back 04/24 New concept submitted 07/24 Concept reviewed by PC 8/24 Met w/ Developer to discuss TID incentives
Becknell	Industrial/Warehouse	East Frontage	Spring 21	Yes	A-1	BP-1	Business/Industrial Secondary Environmental Other Conservancy	No	Kilborn	Yes	Road Water Sewer		132.1	\$294,600	\$60,000,000	Phase I 2022	Phase I 2023	6 3	Yes, offsite water main	\$460,000	\$460,000	9/13/201	09/28/2021 Comp. Zoning, Site 11/09/2021 DA	10/8/2021	N/A	4/21 Introductory meeting 7/21 Submitted materials 8/21 Weekly meetings regarding possible development agreement 09/13 Plan Commission Approved 9/28 Board Approved 10/05 Board will review DA 11/21 DA Approved 12/21 DA Executed by Village being recorded 06/22 Watermain should be completed in June 9/22 Building is completely vertical 03/23 Occopancy Granted, staff met with developer for Phase II 9/21 1st intro meeting. Submitted letter requesting review by IGA 8/22 IGA Committee heard concept 9/22 Filed for Plan Commission meeting 10/22 Approved by IGA and Conditionally Approved by Board 12/22 Waiting for Final Plans submitting 02/23 Updated plans submitted 4/23 Waiting for final exhibitbs for DA 06/2023 Grading has begun 8/23 Walls are vertical. Bids for public utilities recieved 11/23 Utilities installed 02/24 Final payment on utilities, project nearing completion 07/2024 Occupancy Granted
Bobcat Plus	Bobcat Dealership	Somers Expansion Area (West of 94)	Fall 2021	Yes	R-2 Paris	B-3	Commercial	Commercial	N/A IGA	Yes	Sewer Water		4.32	\$202,000		2023	2024	N/A	N/A	N/A	N/A	IGA Meeting 10/10/2022 Plan Commission 10/10/2022	10/25/2022	5/24/2023	N/A	

Flint Development	Industrial 1.8 M sq ft 3 buildings	Somers Expansion Area (West of 94)	6/14/2021	Yes	A-1 Paris	BP-1	Commercial	Business/ Industrial	N/A IGA	Yes	Sewer Water	\$4,000,000	128.31	\$179,500	\$75,000,000	2022	2023	N/A	N/A	N/A	N/A	IGA 8/11/2021 Concept 11/17/2021 Approve 12/13/2021 Comp & Rezone	02/08/2022 approved subject to DA	7/26/2022	N/A	7/21 1st intro meeting. Submitted letter requesting review by IGA 8/11 IGA Committee heard concept., 9/28 Developer planning on October submission for Dec Plan Commission 10/29 Submitted plans for Plan Commission & IGA 11/21 IGA approved use 3/22 Developer still reviewing offsite utilities 4/22 Developer working on DA 6/22 DA almost complete 6/22 Grading permit granted, DA will be signed once final Exhibits Oked 7/22 Grading began , DA executed & recorded 9/22 Public Improvements went out to Bid 3/23 Offsite utilities substantially complete 5/23 Building III walls are vertical 02/24 Final Punchlist items for final Occupancy2024
Golden Oil	Convenience Store, Fast food, outlet for hotel	East Frontage	Late 2022	No	A-1	B-3	Business/Industrial	N/A	Kilborn Somers West	Yes	Sewer Water	\$40,000,000	62.02	\$17,300		2024	2025	8	Yes Incentives for Hotel	N/A	N/A	Concept 03.13.2023 CSM to Divide land & Rezone to A4 4/10/2023 07/08/2024	06/25/2024 CSM Approved 07/23/2024 Approved	N/A	N/A	4/23 Developer meet w/ staff for revised concept w/ less diesel pumps & status of hotel 6/23 Golden Oil closed on land, updated meeting on hotel 7/23 Meeting regarding utilities, meeting with potential hotel 02/24 Developer still moving forward 04/24 Filed for Plan Commission in June 8/24 Working with Developer on DOT CMS Requirements
HSA Commercial	Industrial 1 building up to 900K sq ft	Darby Lane Farms CTH S/142	8/18/2021	Yes	A-1	BP-1	Business/Industrial Other Conservancy Secondary Enviro	N/A	Kilbourn South	No	Sewer Water		65.18	\$90,300	\$50,000,000	2022	2023	3	N/A	N/A	N/A	11/8/2021 Rezoning 11/29/2021 Site Plan	7/18/2022 5/10/2023 1st amend	N/A	N/A	9/24 Submitted for November Plan Commission 12/21 Approved by Board, DA Completed 02/22 DA needs to be recorded 4/22 Developer confirmed that they will be 900K sq ft as opposed to 700k sq ft 6/22 Hope to break ground in fall 7/22 DA recorded 8/22 Grading began 11/22 Foundation Began 2/23 Bringing 1st Amend to DA to Board 4/23 Pre-Con for building to go vertical 5/23 1st Amend signed 06/23 Building has gone vertical 9/23 Meeting regarding Floodplain LOMR 10/23 Meeting for final items before occupancy 02/24 Temp Occupancy will be granted
NE2 Investments	Commerical Tropical Smoothie Café	Somers Market	Fall 2023	Yes	B-4	B-4 w PUD	Commercial	Commercial	Southeast	N/A	N/A	N/A	2.1	\$646,500		2024	2025	2	N/A	None	N/A	4/8/2024 08/12/2024	4/23/2024 PUD approved by 08/27/2024	N/A	N/A	02/24 Submitted for April PC Requesting CUP 04/24 Board Approved 07/24 PUD request will be heard in August
Ravine Park Partners Hawthorn Apt Phase II	Mixed Use Residential Multi- Family 140 Units 4Commercial Out Lots	Corner of E & 31	3/1/2022	Yes	A-2 C-1	B-3 C-1 PUD	Commercial Primary Environmental Corridor	High-Density Residential Commercial Primary Environmental Corridor	Pike Creek	CSM	Road Water Sewer		20.05	\$7,900	\$15,000,000	2024	2024					Concept 12/12/2022		Will Need	1/23 Hope to submit for approvals in spring 4/23 Developer waiting on financing options, then will submit	
Shoreland Lutheran HS	School Expansion	9026 12th Street	8/24/2024	No	I-1 A-4	I-1	Medium Density Government Instiitutional	Government Instiitutional	Northwest	No	Possible Sewer and Water	\$1,000,000	54.45			2024	2024	No	Yes					Done as apart of stormwater review plan	8/24 Met with Shoreland regarding expansion of school & moving athletic fields, submitted for October plan commission	
Somers Gateway LLC	Hotel	East Frontage	Fall 2023	No	A-4	B-3 PUD	Business/Industrial	N/A	Kilborn Somers West	Yes	Sewer Water		4.16	\$5,000,000		2025	2026	8	Yes Incentives for Hotel	N/A	N/A	Concept 03.13.2023 CSM to Divide land & Rezone to A4 4/10/2023 07/08/2024	06/25/2024 CSM Approved 07/23/2024 Approved	N/A	N/A	4/23 Developer meet w/ staff for revised concept w/ less diesel pumps & status of hotel 6/23 Golden Oil closed on land, updated meeting on hotel 7/23 Meeting regarding utilities, meeting with potential hotel 02/24 Developer still moving forward 04/24 Filed for Plan Commission in June 8/24 Working w/ Developer on DOT requirements for CSM 9/24 CSM Issue cleared up.

VILLAGE OF SOMERS
Engineer's Report
September 25, 2024

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

- The developer is Stream Industrial Development Services. Pinnacle is the developer's engineer.
- A public roadway is proposed to extend along the east edge of the development. There is no public bidding planned with this development.
- This project appears to be moving forward; we are waiting for revised plans, permits, and recorded CSM from the developer. Supposedly they have the temporary grading easements needed to position the roadway within the right-of-way shown on the proposed CSM.
- We recommend a meeting with the Stream and Pinnacle to discuss the project status.

Golden Oil Sanitary Sewer Connection – Project No. 212153

- The Developer is Golden Oil; the developer's design engineer is Excel Engineering. The Contractor is Globe Construction.
- Golden Oil has contacted Globe Construction to complete their onsite utility connections.
- Globe plans to start the public portion of the work on October 14, and then continue with the private work on Golden Oil property.

Golden Oil Somers Gateway Development – Project No's. 2325743 and 24000875

- The Design Engineer is Excel Engineering
- This development includes a convenience store and a Candlewood Suites Hotel
- We provided comments on their revised engineering plans on August 12, 2024.
- The Village has requested that the WDNR review the floodplain calculations.

Savanah at Pike Creek– Project No. 201664

- This project is an approximately 65-acre townhouse development at the northwest corner of the intersection of CTH L (18th Street) and STH 31 (Green Bay Road). It also includes two outlots for future commercial development. The development will consist of both public and private infrastructure. The developer is the Stoneleigh Company. Developer's design and construction engineer is Kimley-Horn and their contractor is Horizon/Naperville Construction.
- Water main testing status:
 - 24" water main in 60th Ave. and 16th Place are fully tested.
 - 12" water main in 17th Street is fully tested.
 - 8" water main in 62nd Ct. and 63rd Ct. are fully tested.
 - 8" water main in 62nd Ave. is pressure tested. Bacteria testing week of 6/24.
 - 8" water main in 60th Ct. and east half of 17th Place need to be tested.
- There was a walk through to determine Phase 1 occupancy on July 25, 2024. The punch list items have been addressed per Scott Seymour.
- We issued a list of items on August 14, 2024 needed before recommending acceptance of Village infrastructure

VILLAGE OF SOMERS
Engineer's Report
September 25, 2024

Becknell Development Phase II - Project No. 211386

- This project is a 1-million square feet industrial spec building on a planned unit development with access to the East Frontage Road. The developer's design and construction engineer is Pinnacle Engineering.
- There has been no response from Becknell on the status of the second building.

Flint 94 Development— Project No. 211728

- This is the planned 3-building development west of I-94 and south of 12th St; The Developer is Flint 94 Commerce Center, LLC; their engineer is Pinnacle Engineering.
- On January 29, 2024, we issued a list of items to be completed before recommending acceptance of utilities.
- Painting the public fire hydrants red is the remaining item.

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

- The project includes the replacement of the suction lift sewage pumping equipment with submersible design. August Winter & Son, Inc is the Contractor.
- Both stations are started and operating; we are collecting hydraulic data at the 45th Avenue station and waiting for O&M manuals.

Water Tower Authority to Construct - Project No. 161104

- We formally requested the Authority to Construct from the Public Service Commission of Wisconsin; the water tower is planned on 100th Avenue, north of 12th Street.
- The WPSC is requesting a joint meeting with other regulators and additional justification for the rebate program.

2024 Roadway Improvements - Project No. 2400374

- The project includes 13th Avenue, 16th Place.
- Payne & Dolan, Inc is the contractor. The public informational meeting was July 10, 2024.
- The pre-construction meeting was held on August 28, 2024.
- They plan to start on October 14 with construction lasting two weeks.

VILLAGE OF SOMERS
Engineer's Report
September 25, 2024

Shoreland Lutheran High School – Project No. 221315

- The design engineer is Excel Engineering.
- This phase of the project will construct all the necessary stormwater infrastructure and a roadway connection to 88th Avenue; they are planning to reduce the 100-year flow to 11th Street from 185 cubic feet per second to 5 cubic feet per second.
- A meeting was held with the County and Shoreland on August 20, 2024 to discuss acceptable access and stormwater discharge locations. No decisions were made except, the County is requiring a traffic impact analysis including the future football field to the west.
- The need to extend water main based on safety and legal issues is currently being discussed.



VILLAGE OF SOMERS
Engineer's Report
September 25, 2024

4th Street, 13th Avenue Culverts - Project No. 2326136

- This project will replace an existing culvert crossing under 4th Street at 3424 4th Street and extend the existing large dual culverts crossing under 13th Avenue to provide a flatter slope from the road shoulder.
- The field work is being completed this week.
- We plan to bid the 4th Street project this year and possibly 13th Avenue depending on WDNR permitting timing.

GIS Implementation - Project No. 2401442

- We are working with Village staff to obtain GIS information hosted by Kenosha County and implement a Village GIS system.

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

WORK SESSION: October 1st, 2024

TO: Village President Stoner and Board of Trustees

PREPARED BY: Kevin Poirier, Assistant to the Administrator

AGENDA ITEM: #5 Discuss proposed Ordinance 2024-007, an Ordinance to repeal and recreate section 21.17 of the Code of Ordinances of the Village of Somers regarding waste collection and removal and proposed Ordinance 2024-008, an Ordinance to repeal and recreate section 21.145(D)(1) of the Code of Ordinances of the Village of Somers regarding permit fees for temporary portable storage containers.

BACKGROUND:

Building Inspector Seymour would like to add additional language to an existing ordinance to regulate “Roll-Off” construction dumpsters and require permits for construction dumpsters and temporary storage containers (PODS) to aid in keeping job sites clean and limit the time dumpsters and PODS are at a location. The proposed cost for the permit is \$25.00.

The ordinance also addresses the proper maintenance of dumpster containers and housings.

COMMENTS:

Staff suggests that this be placed on the October 8th Board meeting for consideration.

Schedule A, which is the fee schedule for violations, will be provided as soon as it is available and before the board is to approve the new ordinance.

ATTACHMENTS:

Ordinance 2024-007

Ordinance 2024-008

ORDINANCE NO. 24-007

AN ORDINANCE TO REPEAL AND RECREATE SECTION 21.17
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS
REGARDING WASTE COLLECTION AND REMOVAL

The Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereby repeals and recreates Section 21.17 of the Code of Ordinances of the Village of Somers to read as follows:

21.17 WASTE COLLECTION AND REMOVAL.

(A) **Waste Removal.**

(1) **General.** Every exterior premises shall be maintained to be free from any accumulation of waste, except for temporary collection disposed on a weekly basis.

(2) **Disposal.** The responsible person or tenant, where applicable, for every premises shall be responsible for waste collection and removal and recycling.

(3) **Removal of Debris.**

(a) No person shall dispose of rocks, trees, stumps, waste, building material or other debris from land development, building construction, street grading, or installation of underground utilities, upon the surface of any land in the Village except at approved disposal sites.

(b) No responsible person for any premises shall allow an accumulation of rocks, trees, stumps, waste, building material or other debris from land development, building construction, street grading under owner's control, or installation of underground utilities under owner's control upon the surface of their premises for a period of more than ten (10) days.

(c) All fill dirt shall be leveled off to permit mowing or the use of a weed wacker for weeds between May 15 and November 1. Stones, bottles, wire, and other debris that will interfere with mowing operations shall be removed.

(4) **Condition of Garbage Containers and Dumpsters.** All garbage containers and dumpsters must be maintained in good repair at all times.

(5) **Storage of Residential Garbage Containers.** Residential garbage containers must be stored within a dwelling, structure, or in the rear or side yard of the premises, except on the designated day of collection.

(6) **Prohibition of Overflow and Scattered Waste.** Overflowing garbage containers, scattered garbage, and rubbish piles on any premises within the Town/Village are prohibited.

(7) **Enclosure Requirements.** Any enclosures required by a Conditional Use Permit or Site Plan Review for waste containers and dumpsters must be installed and maintained according to approved plans.

(8) **Recyclable Materials Handling.** Recyclable materials must be handled in accordance with Chapter 20 - Recycling.

(9) **Identification of Garbage Containers and Dumpsters.** All garbage containers and dumpsters must display a clear and legible identification of the receptacle service provider and phone number.

(10) **Permitted Hours for Garbage Collection.** All garbage containers and dumpsters must be delivered or emptied only between the hours of 6:00 a.m. and sundown.

(B) **Permanent Dumpsters.**

(1) **Permit Requirement for Permanent Dumpsters.** No permanent dumpster shall be placed on any residential, agricultural, commercial, or industrial property without a permit issued by the Building Inspection Department. Permit fees shall be as delineated on Schedule "A" of Section 14.24.

(2) **Maintenance of Dumpster Enclosures.** Enclosures for garbage/recycling dumpsters/compactors must be routinely maintained, washed, and cleaned to prevent odors, pests, and animal harborage. All waste must be stored within the dumpsters located inside the enclosures.

(3) **Condition of Enclosure Doors.** Doors to the enclosures must be kept in good working order and must remain closed except during garbage or recycling removal. Any damaged doors or components must be repaired or replaced promptly.

(4) **Litter and Dumpster Management.** The area surrounding each dumpster must be kept free of litter, dumpster lids must remain closed when not in use, and dumpsters must not overflow with debris.

(5) **Requirements for Residential Multi-Family Housing Dumpsters.**

Residential multi-family housing must provide an adequate number of garbage and recycle dumpsters. These must be accessible and located on an accessible route. Enclosures must have a minimum opening width of thirty-six (36) inches, and accessible parking must be provided if parking is available at the dumpster location.

(6) **Surface Requirements for Dumpsters.** All dumpsters must be placed on a paved or hard-packed surface.

(7) **Accessibility and Nuisance Prevention.** Dumpsters must be located in areas where they can be easily accessed and serviced without creating a nuisance to any adjacent property.

(8) **Safety and Visibility Regulations.** Dumpsters must not obstruct the view of traffic or street signs, nor should they be placed on sidewalks or obstruct safe sight distances for traffic and pedestrians.

(9) **Containment of Debris.** Dumpsters must be adequately sized, maintained, and serviced frequently enough to fully contain all debris and prevent any debris from escaping into the surrounding environment.

(C) **Temporary (Roll-Off/Construction) Dumpsters.**

(1) **Permit Requirement for Temporary Dumpsters.** No temporary dumpster shall be placed on any residential, agricultural, commercial, or industrial property without a permit issued by the Building Inspection Department. Permit fees shall be as delineated on Schedule "A" of Section 14.24.

(2) **Duration of Temporary Dumpster Placement.** A temporary dumpster may only remain on a property for a maximum of thirty (30) days within any 365-day period, unless it is being used in connection with an approved Building Permit for construction or demolition. Once construction or demolition is complete the dumpster must be removed.

(3) **Identification and Contact Information.** All temporary dumpsters must display a clear and legible identification of the service provider and a contact phone number.

(4) **Location and Accessibility Requirements.** Temporary dumpsters must be placed on a hardened surface and located where they can be easily accessed and serviced. They must be at least fifteen (15) feet away from the nearest property line of any adjacent property.

- (5) **Placement Restrictions.** Temporary dumpsters must not:
- (a) Block any building's means of ingress or egress.
 - (b) Obstruct fire lanes, handicap spaces, hydrants, or pedestrian walkways.
 - (c) Be placed within fifty (50) feet of any intersection.
 - (d) Block any bus stops or driver's view of traffic signs or signals.
 - (e) Be located on sidewalks or obstruct safe sight distances for traffic and pedestrians.
 - (f) Be placed in public streets or on the right-of-way.
- (6) **Maintenance of Dumpster Areas.** The area surrounding temporary dumpsters must be kept clean and sanitary. Dumpsters must be promptly emptied or removed when full.
- (7) **Restrictions on Quantity.** Only one temporary dumpster unit is allowed per residential property.
- (8) **Safety and Usage Regulations.** Dumpsters must not obstruct public safety and must only be used to contain debris, refuse, and other materials generated on the property where they are placed.
- (9) **Special Provisions for Construction Projects.** Temporary dumpsters for construction projects may be placed on properties as long as there is an active building permit and work is progressing satisfactorily. Debris must only be from the permitted construction activity. If no hardened surface exists, a gravel pad must be provided for placement.
- (10) **Final Inspections and Certificate of Occupancy.** Final inspections for construction projects will not be conducted, and Certificates of Occupancy will not be issued until all construction debris and temporary dumpsters are removed.

(D) **Assumption of Risk and Hold Harmless.** The holder of any receptacle permit assumes all risks of bodily injury or property damage and agrees to indemnify and hold the Village harmless against any and all claims arising directly or indirectly from the placement, use, maintenance, or transport of the receptacle.

Dated at Somers, Wisconsin, this _____ day of September, 2024.

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Wendy Burnette, Clerk/Treasurer

ORDINANCE NO. 24-008

AN ORDINANCE TO REPEAL AND RECREATE SECTION 21.145(D)(1)
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS
REGARDING PERMIT FEES FOR TEMPORARY PORTABLE STORAGE CONTAINERS

The Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereby repeals and recreates Section 21.145(D)(1) of the Code of Ordinances of the Village of Somers to read as follows:

- (1) Temporary portable storage containers shall only be permitted on lots with a principal building or structure. Permit fees shall be as delineated on Schedule "A" of Section 14.24.

Dated at Somers, Wisconsin, this ____ day of September, 2024.

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Wendy Burnette, Clerk/Treasurer



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

WORK SESSION: October 1, 2024

TO: Village President Stoner and Board of Trustees

PREPARED BY: Wendy Burnette, Clerk-Treasurer

AGENDA ITEM: #6 Review and discuss Preliminary Resolution 2024-008 to Levy Special Charges to the 2024 tax roll

BACKGROUND:

Staff has been working to determine outstanding charges to levy on to the 2024 tax roll. Attorney Davison has drafted Preliminary Resolution 2024-008. The resolution also sets a public hearing date on October 22, 2024, for the final resolution.

Staff recommends this matter be placed on the October 8th Board meeting for action.

ATTACHMENTS:

Preliminary Resolution 2024-008

**PRELIMINARY RESOLUTION FOR SPECIAL ASSESSMENT
FOR PROPERTIES LOCATED IN VILLAGE OF SOMERS**

WHEREAS, the Village Board of the Village of Somers, Kenosha County, Wisconsin, hereby resolves as follows:

1. That the owners of parcels of real property located in the Village of Somers, Kenosha County, Wisconsin, described in Schedule A attached hereto did cause the Village of Somers to expend money for wages, equipment costs, and attorney and consultant fees associated with benefits extended to the property owners, as described on such schedule.
2. The Clerk/Treasurer shall cause to be prepared a report of the Clerk/Treasurer on the proposed special assessments.
3. The Clerk/Treasurer shall make a copy of the report available for public inspection during regular office hours.
4. That the Village Clerk/Treasurer shall publish a Class 1 Notice under Chapter 985 of the Wisconsin Statutes for the purpose of alerting the public to a public hearing which the Village Board will conduct at the Village of Somers Village Hall, 7511 12th Street, Somers, Wisconsin, on the 22nd day of October, 2024, commencing at 5:30 p.m. to hear all persons interested on the question of whether the amounts levied by the Village of Somers should be imposed as a special assessment upon the property.
5. That the Village Clerk/Treasurer shall also mail, not less than ten (10) days before the date set for the public hearing, a copy of this Notice to the property owners of record who will be affected by the proposed special

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

Dated this 8th day of October, 2024.

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Wendy Burnette, Clerk/Treasurer

SCHEDULE A

Name(s): Dino J. Kallianis Revocable Trust &
Elaine G. Kallianis Revocable Trust
Parcel No. 82-4-222-232-0201
Assessment: \$233.17 (Storage of Junk-
Municipal Court)

Name(s): Kathleen Sadowski Trust
Parcel No. 82-4-222-164-0415
Assessment: \$233.17 (Burn Permit-Municipal
Court)

Name(s): Gener Jaimes
Parcel No. 83-4-223-184-1007
Assessment: \$607.17 (Exterior Premises/
Storage Junk-Municipal Court)

Name(s): Diamond Estates of Somers LLC
Parcel No. 83-4-223-082-0191
Assessment: \$609.21 (Grass Cutting)

Name(s): Mark R. Wilde & Tammy Wilde
Parcel No. 82-4-222-152-0100
Assessment: \$1,308.26 (Raze Building)

Name(s): Lester J. Hancock
Parcel No. 82-4-222-124-0401
Assessment: \$76.17 (Pond Maintenance)

Name(s): Chad E. and Jacquelyn K. Zielinski
Parcel No. 82-4-222-124-0402
Assessment: \$76.17 (Pond Maintenance)

Name(s): Steven and Angela Slater
Parcel No. 82-4-222-124-0407
Assessment: \$76.17 (Pond Maintenance)

Name(s): Susan M. Ricchio
Parcel No. 82-4-222-124-0408
Assessment: \$76.17 (Pond Maintenance)

Name(s): Charles E. Chatman, Mildred A.
Chatman & Chanette Chatman
Parcel No. 82-4-222-124-0415
Assessment: \$76.17 (Pond Maintenance)

Name(s): Wendy M. Krueger
Parcel No. 82-4-222-124-0416
Assessment: \$76.17 (Pond Maintenance)

Name(s): Travis & Carrie Stoner
Parcel No. 82-4-222-124-0420
Assessment: \$76.17 (Pond Maintenance)

Name(s): John R. and JoAnn Principe
Parcel No. 82-4-222-124-0421
Assessment: \$76.17 (Pond Maintenance)

Name(s): Marilyn K. and Patrick A. Juliana
Parcel No. 82-4-222-124-0427
Assessment: \$76.17 (Pond Maintenance)

Name(s): Ashley R. and John T. Meyer
Parcel No. 82-4-222-124-0429
Assessment: \$76.17 (Pond Maintenance)

Name(s): Shane T. & Kelly J. Pederson
Parcel No. 82-4-222-124-0430
Assessment: \$76.17 (Pond Maintenance)

Name(s): Michael G. Morrone
Parcel No. 82-4-222-124-0436
Assessment: \$76.17 (Pond Maintenance)

Name(s): Christopher Ndamo and Grace
Sawanja
Parcel No. 82-4-222-124-0501
Assessment: \$76.17 (Pond Maintenance)

Name(s): Emilio and Wei Otero
Parcel No. 82-4-222-124-0507
Assessment: \$76.17 (Pond Maintenance)

Name(s): Mech Family Revocable Trust
Parcel No. 82-4-222-124-0509
Assessment: \$76.17 (Pond Maintenance)

Name(s): Abigail Mattison
Parcel No. 82-4-222-124-0629
Assessment: \$76.17 (Pond Maintenance)

Name(s): Maureen Peterson
Parcel No. 82-4-222-124-0517
Assessment: \$76.17 (Pond Maintenance)

Name(s): William E. Smith
Parcel No. 82-4-222-124-0630
Assessment: \$76.17 (Pond Maintenance)

Name(s): Aaron & Megan Palmer
Parcel No. 82-4-222-124-0526
Assessment: \$76.17 (Pond Maintenance)

Name(s): Bethann E. Navarrette and Felipe Navarrette, Jr.
Parcel No. 82-4-222-124-0632
Assessment: \$76.17 (Pond Maintenance)

Name(s): Shannon Boyer
Parcel No. 82-4-222-124-0529
Assessment: \$76.17 (Pond Maintenance)

Name(s): Leslie Horn
Parcel No. 82-4-222-124-0637
Assessment: \$76.17 (Pond Maintenance)

Name(s): Deborah L. Strecker
Parcel No. 82-4-222-124-0532
Assessment: \$76.17 (Pond Maintenance)

Name(s): Sandra Worthy
Parcel No. 82-4-222-124-0638
Assessment: \$76.17 (Pond Maintenance)

Name(s): Boss Revocable Trust
Parcel No. 82-4-222-124-0533
Assessment: \$76.17 (Pond Maintenance)

Name(s): Daisy Strickland and Lisa R. Gross
Parcel No. 82-4-222-124-0642
Assessment: \$76.17 (Pond Maintenance)

Name(s): Dimitrios Piliouras
Parcel No. 82-4-222-124-0601
Assessment: \$76.17 (Pond Maintenance)

Name(s): Alyssa Murata
Parcel No. 82-4-222-124-0644
Assessment: \$76.17 (Pond Maintenance)

Name(s): Monica Anaya
Parcel No. 82-4-222-124-0602
Assessment: \$76.17 (Pond Maintenance)

Name(s): Shannon Gitzlaff
Parcel No. 82-4-222-124-0653
Assessment: \$76.17 (Pond Maintenance)

Name(s): Russell J. Medley
Parcel No. 82-4-222-124-0618
Assessment: \$76.17 (Pond Maintenance)

Name(s): Nicole D. Winberg
Parcel No. 82-4-222-124-0662
Assessment: \$76.17 (Pond Maintenance)

Name(s): Luigi Gabriele
Parcel No. 82-4-222-124-0624
Assessment: \$76.17 (Pond Maintenance)

Name(s): Laurine A. Edwards
Parcel No. 82-4-222-124-0663
Assessment: \$76.17 (Pond Maintenance)

Name(s): Dominique S. Pritchett
Parcel No. 82-4-222-124-0626
Assessment: \$76.17 (Pond Maintenance)

Name(s): Deborah Brucki
Parcel No. 82-4-222-124-0666
Assessment: \$76.17 (Pond Maintenance)

Name(s): Grant and Glenn Karsten
Parcel No. 82-4-222-124-0667
Assessment: \$76.17 (Pond Maintenance)

Name(s): Katherine L. Scamihorn
Parcel No. 82-4-222-124-0669
Assessment: \$76.17 (Pond Maintenance)

Name(s): Jennifer Romano
Parcel No. 82-4-222-124-0673
Assessment: \$76.17 (Pond Maintenance)

Name(s): Heather Echols
Parcel No. 82-4-222-124-0677
Assessment: \$76.17 (Pond Maintenance)

Name(s): Arturo Cruz
Parcel No. 82-4-222-124-0686
Assessment: \$76.17 (Pond Maintenance)

Name(s): Ma Elena Aniog and Nelson T.
Aniog
Parcel No. 82-4-222-124-0695
Assessment: \$76.17 (Pond Maintenance)

Name(s): Alice E. Sochacki
Parcel No. 82-4-222-124-0699
Assessment: \$76.17 (Pond Maintenance)

Name(s): Andrew James
Parcel No. 82-4-222-124-0707
Assessment: \$76.17 (Pond Maintenance)

Name(s): Wayne E. Dickerson
Parcel No. 82-4-222-124-0710
Assessment: \$76.17 (Pond Maintenance)

Name(s): Katherine M. Kowbel
Parcel No. 82-4-222-124-0711
Assessment: \$76.17 (Pond Maintenance)

Name(s): Miguel A. Escobedo & Cristine A.
Tassotti
Parcel No. 82-4-222-124-0713
Assessment: \$76.17 (Pond Maintenance)

Name(s): Tres Hijos, LLC
Parcel No. 82-4-222-124-0715
Assessment: \$76.17 (Pond Maintenance)



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

WORK SESSION: October 1st, 2024

TO: Village President Stoner and Board of Trustees

PREPARED BY: Kevin Poirier, Assistant to the Administrator

REVIEWED BY: Jason J. Peters, Administrator

AGENDA ITEM: #7 Discuss and review proposed contract with Kenosha County Sheriff's Department for Law Enforcement Services for 2025

BACKGROUND:

The contract with the Kenosha County Sheriff's Department for law enforcement services expires December 31, 2024. On September 17th, Administrator Peters received the updated contract. The total for four full time deputies in the proposed 2025 contract (one assigned to first shift, two to second shift and one on third) is \$858,375. The Animal Control services are part of the contract but charged separately an on hourly rate of \$65.89 plus expenses.

Last year's budgeted budget amount was \$778,000. This was the contracted amount for 4 full time shifts. The 2025 contract number is up by \$80,375 over the last year. The Hourly rate went from \$62.44 to \$63.95 and overtime rate went from \$72.77 to \$76.12. The biggest difference is between the estimated miles and fuel cost for four deputies.

That amount is allocated to the 2025 Budget and was presented at our Joint Budget Work Session on September 21st.

COMMENTS:

If the Board wishes to move forward with this contract, Staff would request that this item be place on our October 8th Board Meeting for action.

ATTACHMENTS:

Proposed Sheriff's Contract for 2025

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

This agreement is entered into this 1st day of January 2025, by and between Kenosha County, hereafter referred to as the County, the County Sheriff, hereafter referred to as the Sheriff, and the Village of Somers, Wisconsin, hereafter referred to as the Village. This agreement term will end on December 31, 2025.

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

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

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

1. STATEMENT OF AGREEMENT

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

2. LEGAL BASIS

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

3. GENERAL LAW ENFORCEMENT SERVICES DEFINED

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

4. DELIVERY OF SERVICES

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

- 4.3 Quantity of Regular Service: The Sheriff shall deliver thirty two (32) hours of regular general law enforcement services each day in addition to law enforcement services now delivered to the Village by the Sheriff.
- 4.4 Delivery of Service:
- 4.4.1 The Sheriff shall provide four (4) full-time Kenosha County uniformed deputies each of whom shall be equipped with one (1) marked, fully-equipped patrol car (including radar) and who shall each patrol the Village seven (7) days per week for eight and a quarter (8.25) hours each shift. Law enforcement services will be provided such that, one (1) deputy shall be assigned to the first shift, two (2) deputies shall be assigned to the second shift and one (1) deputy shall be assigned to third shift.
- 4.4.2 The actual hours of patrol shall be agreed upon from time to time between the Sheriff and the representatives of the Village designated pursuant to Section 4.10 and shall remain confidential.
- (a) Flexibility in Delivery of Service: In order to provide flexibility in the delivery of such services, the Sheriff will attempt to designate one (1) individual deputy per shift to be assigned to work the Village of Somers for a period of one (1) year.
- 4.5 Additional Service: In addition to the regular service as provided for in Section 4.4 of this Agreement, the County shall provide sixty (60) additional man-hours of law enforcement services per year to be used in a manner mutually agreed upon by the Village Board and the Sheriff. Any service in addition to that specified in 4.3, 4.4 or preceding parts of 4.5 shall be provided at the rate of Exhibit A.
- 4.6 Reporting: The Sheriff shall provide to the Village a monthly report of activities generated as a result of this contract. This report shall include response time and the number of calls for service in the Village, reported crimes, traffic citations, Village and County ordinance violations and designated village Deputy(s) activity. The monthly report referred to herein shall be delivered to the representative of the Village designated pursuant to Section 4.10.
- 4.7 Service Management: The planning, organization, hiring, assigning, scheduling, direction, supervision, discipline, and dismissal of the Sheriff's personnel and all other matters incident to the delivery of general law enforcement services to the Village shall be as determined by the Sheriff. The Sheriff shall retain exclusive authority over the activities of his personnel working in the Village and may utilize such personnel on non- Village matters in the event of an emergency or as otherwise deemed necessary. In the event the Sheriff, through emergency or necessity, utilizes the personnel for non- Village matters for more than two (2) hours per instance, the Sheriff shall deduct pro rata such time used from the Village monthly bill. A District Squad will be utilized to backfill the Village Squad when/if the Village Squad is out of the Village.
- 4.8 Responsiveness: The Sheriff shall give prompt consideration to all requests of the Village regarding the delivery of general law enforcement services. The Sheriff shall make every effort to comply with these requests if they are consistent with good law enforcement practices, but the Sheriff shall retain final authority to make the final decision as to the manner in which such services shall be rendered. All such requests shall be made by the Village through its designated representatives pursuant to Section 4.10 and, except in cases of emergency, shall be made through appropriate Sheriff's Department supervisory personnel.
- 4.9 Dispute Resolution: Any conflict between the parties regarding the extent or manner of performance of the general law enforcement services delivered to the Village shall be resolved by the mutual agreement of the parties.

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

5. RESOURCES

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

6. LIABILITY

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

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

7. PERSONNEL

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

8. MUNICIPAL AGENCY

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

9. FEES

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

of this State where, as per the provisions of Section 4.7 of this contract, said services are for more than two (2) hours per instance.

9.3 Billing and Payment: The County shall bill the Village within ten (10) days after the close of any calendar month for which additional services not covered by the monthly payment due the County by the Village were incurred under Section 4.5 of this contract. The Village shall pay for these services within thirty (30) days of receipt of the County's billing.

9.4 Records: The County agrees it will keep written records containing the actual County costs in providing the services herein, and the Village shall have the right to inspect these records at any reasonable time.

10. TERM

This Agreement shall take effect on January 1, 2025 and shall continue through December 31, 2025, unless terminated under Section 15 of this contract.

11. MODIFICATION

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

12. SUCCESSORS

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

13. WAIVER

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

14. SCOPE

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

15. TERMINATION

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

16. RENEGOTIATION

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

17. GOVERNING LAW

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

18. SEVERABILITY

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

19. EXECUTION

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

SHERIFF'S DEPARTMENT

By: _____
David Zoerner, Sheriff

STATE OF WISCONSIN)
) SS.
COUNTY OF KENOSHA)

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

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

COUNTY OF KENOSHA

By: _____
Samantha Kerkman, County Executive

STATE OF WISCONSIN)
) SS.
COUNTY OF KENOSHA)

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

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

VILLAGE OF SOMERS

By: _____
George Stoner, President

By: _____
Wendy Burnette, Clerk/Treasurer

STATE OF WISCONSIN)
) SS.
COUNTY OF KENOSHA)

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

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

- Attachments:
Exhibit "A" (s. 9.1)
Exhibit "B" (s. 9.1)
Animal Control Addendum

Exhibit "A"
LAW ENFORCEMENT CONTRACT
Village of Somers
(January 1, 2025- December 31, 2025)

Deputy (top and middle of pay scale per KCDSA labor contract) January 1, 2025-December 31, 2025

(figures include employer paid benefits: FICA, WRS Prot. Retirement, Health Ins (F), Life Ins., Works Comp, Clothing Allowance)

84 Months	Top:	\$	136,931
36 Months	Middle:	\$	130,144
		\$	267,076 Total

/		2	divide by
	\$	133,538	Average salary/benefits
/		2,088	work hours in this period
	\$	63.95	Average hourly rate
x		12,045	Proposed Hours of coverage
	\$	770,337	Total labor costs (including benefits)

	\$	88,038	Proposed cost for fuel and vehicle maintenance (Estimating 131,400 miles traveled at .67/mile for 2025)
	\$	858,375	Proposal: Total 2025 Law Enf Services

\$ 71,531.24 Monthly Fee for Law Enf Services

2025 OT Rate January 1-Dec 31: \$ 76.12

Prepared: September 12, 2024

Prepared by: Kelly Clark

Exhibit "A"
LAW ENFORCEMENT CONTRACT
Village of Somers
(January 1, 2025- December 31, 2025)

Deputy Salary		January 1, 2025-December 31, 2025	
Top:	\$89,157.60	\$89,157.60	Per yr Salary (No Benefits)
Middle:	\$83,624.40	\$83,624.40	Per yr Salary (No Benefits)
FICA			
Top:	\$6,820.56	\$95,978.16	W/ FICA
Middle:	\$6,397.27	\$90,021.67	W/ FICA
WRS Prot. Retirement			
Top:	\$13,382.56	\$109,360.71	W/ FICA & Retirement
Middle:	\$12,552.02	\$102,573.69	W/ FICA & Retirement
Health Ins.			
Top:	\$25,690.00	\$135,050.71	W/ FICA, Ret., and Ins.(F)
Middle:	\$25,690.00	\$128,263.69	W/ FICA, Ret., and Ins.(F)
Life Ins. *			
Top:	\$100.00	\$135,150.71	W/ FICA, Ret., Health (F), and Life
Middle:	\$100.00	\$128,363.69	W/ FICA, Ret., Health (F), and Life
Workers Comp			
Top:	\$1,280.64	\$136,431.35	W/ FICA, Ret., Health (F), Life, and WC
Middle:	\$1,280.64	\$129,644.33	W/ FICA, Ret., Health (F), Life, and WC
Clothing Allowance			
Top:	\$500	\$136,931.35	Per Yr Salary (All Benefits)
Middle:	\$500	\$130,144.33	Per Yr Salary (All Benefits)

* Life Insurance amount is based off of average yearly life insurance of KSD

Deputy OT Rate W/ Fringe		January 1, 2025-December 31, 2025		
Per Hr		OT Rate Per Hr		
Top:	\$42.70	\$64.05	\$64.05	Base OT Rate (No Benefits)
Middle:	\$40.05	\$60.08	\$60.08	Base OT Rate (No Benefits)
FICA				
Top:	\$4.90		\$68.95	W/ FICA
Middle:	\$4.60		\$64.67	W/ FICA
WRS Prot. Retirement				
Top:	\$9.61		\$78.56	W/ FICA & Retirement
Middle:	\$9.01		\$73.68	W/ FICA & Retirement
Avg OT W/Benefits	\$76.12			

Labor Calculations		January 1, 2025-December 31, 2025
		33 Hrs/ Day Per Contract
x		365 Days/Yr
=		12,045 Hours annually
x		\$63.95 Avg Hrly Rate
=		\$770,337

EXHIBIT "B"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **Termination.** Either party may cancel this Addendum or the agreement for the County and the Sheriff to provide animal control services for any reason, and without incurring any penalties or costs, upon thirty (30) day written notice to the other

party. This right to terminate pertains solely to the animal control services and does not alter the termination rights in the Agreement.

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

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

SHERIFF'S DEPARTMENT

By: _____
David Zoerner, Sheriff

STATE OF WISCONSIN)
) SS.
COUNTY OF KENOSHA)

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

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

COUNTY OF KENOSHA

By: _____
Samantha Kerkman, County Executive

STATE OF WISCONSIN)
) SS.
COUNTY OF KENOSHA)

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

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

VILLAGE OF SOMERS

By: _____
George Stoner, President

By: _____
Wendy Burnette, Clerk/Treasurer

STATE OF WISCONSIN)
) SS.
COUNTY OF KENOSHA)

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

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

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

WORK SESSION: October 1st, 2024

TO: Village President Stoner and Board of Trustees

PREPARED BY: Kevin Poirier, Assistant to the Administrator

REVIEWED BY: Jason J. Peters, Administrator

AGENDA ITEM: #8 Discuss and review proposed 2025 - 2029 Solid Waste/Recycling Contract with Johns Disposal

BACKGROUND:

In 2019, the Village used the RFP process to solicit vendors for the Village and Town's solid waste and recycling pick up services. In September of 2019, the Village entered into a contract with Johns Disposal. This contract will end on December 31st, 2024.

In June, the Board discussed whether Administration should enter into a contract extension with Johns or put this service out for an RFP. The Board also discussed removing apartment building complexes and other commercial building owners currently receive service from the contract. After speaking with John's Disposal and identifying the properties, letters were sent to the owners of record in July and again in September to inform them of the possible change.

In July, Administration received the proposed per unit cost for garbage collection and recycling collection. The rates were as follows:

SERVICE	2024	2025	\$ INCREASE
GARBAGE	\$10.40	\$11.10	\$0.70
RECYCLE	\$5.40	\$5.85	\$0.45
TOTAL	\$15.80	\$16.95	\$1.15

In late September, Administration received a draft of the contract for years 2025 – 2029. The contract includes garbage and recycle services as well as the annual shredding event, electronic recycling and 45 dumpsters being removed from the Yard Waste site. The new contract adds one annual bulk pickup for residents. It is likely to be on the same day as the aforementioned event.

UPDATE:

The amount allocated for the 2024 Budget was \$590,179 for the garbage contract and \$306,504 for Tipping Fees.

The amount allocated for the 2025 Budget and presented at our Joint Budget Work Session on September 21st is \$413,187 for the garbage contract and \$217,831 for Tipping Fees.

This represents a \$265,665 saving from 2024 to 2025 due to the change in service to apartment buildings over four units, duplicate service and commercial properties.

COMMENTS:

If the Board wishes to move forward with this contract, Staff would request that this item be placed on our October 8th Board Meeting for action.

ATTACHMENTS:

Extension Proposal Letter

Proposed Contract 2025 - 2029



P.O. BOX 329
 WHITEWATER, WI 53190
 262-473-4700 • Fax: 262-473-6775
 www.johnsdisposal.com
 email: office@johnsdisposal.com

DISPOSAL SERVICE, INC.

July 18, 2024

The Town & Village of Somers
 Attn: Jason Peters – Village / Town Administrator
 7511 12th Street
 Kenosha, WI 53144

Re: 2025 Rates / Extension Proposal

Dear Jason & Board,

As you know, we are winding down the final year on our contract with the Town & Village. Based on feedback provided by staff, we are providing the following proposal for a new 5-year contract which will provide service to all 1-4 unit properties in the Town & Village. Our commercial sales representative will work directly with your multi-family properties to ensure seamless transition to commercial service, should they choose to continue with Johns Disposal. Rates proposed below are for 2025 with no additional contract changes:

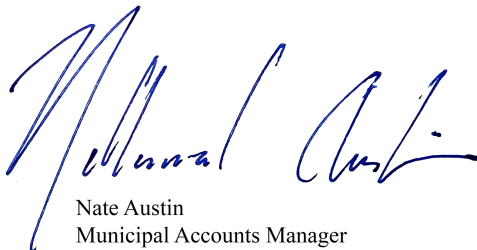
SERVICE	2024	2025	\$ INCREASE
GARBAGE	\$10.40	\$11.10	\$0.70
RECYCLE	\$5.40	\$5.85	\$0.45
TOTAL	\$15.80	\$16.95	\$1.15

Additional Services Included:

- Annual Shred Event *no charge* 1 shred truck 4 hrs plus tonnage
- Annual Bulk Drop-off(new) *no charge* 1 rear-load on site 4 hrs plus tonnage
- Yard Waste Dumpster *no charge* 45 free pulls per year
- Municipal Property Service *no charge*

If you have any questions or would like to schedule a meeting, please do not hesitate to call me directly at 262-473-4700 ext. 224.

Sincerely,



Nate Austin
 Municipal Accounts Manager

SOLID WASTE & RECYCLING SERVICES CONTRACT

Agreement made on this _____ day of _____, 2024, between the Village of Somers, Kenosha County, Wisconsin, 7511 12th Street, P.O. Box 197, Somers, Wisconsin 53171 (herein referred to as the “Village”) and John’s Disposal Services, a corporation duly organized and existing under the laws of the State of Wisconsin, maintaining offices at 7311 Omega Circle, Franksville, Wisconsin 53126 (herein referred to as “Contractor”).

WHEREAS the Village is desirous of receiving solid waste and recycling services for the time period specified herein; and

WHEREAS the Contractor is desirous of providing such services as provided herein and as depicted on Exhibit “B”.

NOW, THEREFORE, the Village and the Contractor, for the consideration set forth in this contract, hereby agree as follows:

1. **SCOPE OF WORK.** Contractor shall furnish, except as otherwise provided, at Contractor's own cost and expense, all labor, services, material and equipment for the completion of the work proposed to be done under this contract. Contractor will complete the work, as described herein, in a thorough, skillful and substantial manner in every respect to the satisfaction and approval of the Village Administrator of the Village, within the time specified in this contract and in strict accordance with the instructions and information contained in the notice to bidders, instructions to bidders, request for proposal, proposal from Contractor, this contract, any performance or other surety bond and the specifications, including all addenda incorporated in any of the above-mentioned documents before the execution of this contract. All the above documents are made a part of this contract and form the contract document as though fully set forth at length herein.

2. **TERM.** The contract period shall run from January 1, 2025, to and including December 31, 2029, for solid waste collection and recycling collection. The contract may be extended after December 31, 2029, by mutual agreement of both parties on a year-to-year basis.

3. **GENERAL PERFORMANCE REQUIREMENTS.** The Contractor shall furnish at its own expense all equipment, tools, trucks, together with all other things necessary and all labor and manpower to collect, remove and dispose of all garbage, refuse and rubbish from each one to four family residences for the term indicated above. The collection, removal and disposal of garbage, refuse, rubbish and recycling materials shall be in full compliance with all applicable rules and regulations governing collection of the same as indicated in this contract, and in accordance with the ordinances of the Village of Somers and applicable statutes and Administrative Code provisions of the State of Wisconsin.

(a) **Commingled Recyclable Collection.** The Contractor shall collect from each one to four family residential unit in the Village and Town of Somers, all allowable commingled recyclables which are placed in the recycling containers which are furnished by the Village

pursuant to the terms of this agreement. The Contractor will provide and deliver carts to new units and replace broken carts as identified to the Contractor by the Village residents.

(b) **Marketing of Recyclable Material.** The Contractor shall be responsible for the marketing and sale of all recyclable material.

The Contractor shall be responsible for keeping and maintaining accurate records of all tons of recyclable materials. The Contractor shall provide to the Village quarterly reports on the tons collected and breakdown of recyclable materials. Allowable commingled recycled materials shall include the following:

- (1) Glass; brown, green and clear,
- (2) Steel, bimetal and aluminum cans,
- (3) Plastics numbered 1 through 7,
- (4) Rigid plastic containers,
- (5) Newsprint, paper and magazines,
- (6) Cardboard (flattened),
- (7) Aseptic containers including milk cartons, juice boxes and juice cartons, and
- (8) Other materials as may be mandated by State or Federal agencies.

4. PAYMENT TERMS. The Contractor will be paid for such collection and removal in monthly installments at the rates established on the attached Exhibit "A" no later than fifteen (15) days following the last day of each month following collection services during the term of this agreement unless modified by written agreement of the parties hereto. All rates quoted include the current Wisconsin Generators Tax of Thirteen (\$13.00) Dollars per ton on all solid waste disposed in Wisconsin ("Current Taxes"). All rates are firm for the first year of the agreement with the exception of any increases in Current Taxes or any new fees or taxes imposed on the collection and disposal of the Village's solid waste ("New Taxes"). In the event the Village and Contractor are unable to negotiate an adjustment in all rates due to an increase in Current Taxes or New Taxes, either party may terminate this Agreement by providing ninety (90) days' notice to the other party.

5. COLLECTION LOCATIONS.

(a) **Residential Collections.** Contractor shall collect both garbage and recyclables from residential locations either curbside or located on "private drives" in condominium or apartment complexes that are four or fewer unit buildings. Private drives must have pavement constructed in a similar manor to Village streets to accommodate the size and

weight of refuse trucks. The contractor is not responsible for damaged pavement due to old or poorly engineered or poorly constructed pavement. Contractor shall provide a sufficient number of printed instructions such that each resident will be given instructions to provide adequate access for the Contractor's vehicle(s) to reach the containers.

(1) Curbside garbage collection. Residents currently have or new residents will receive one (1) ninety-five (95) gallon cart for weekly garbage collection. Residents will be limited to what can be contained inside the cart. Additional garbage in cans or bags is included in the bulk collection as outlined in Section 9. Additional garbage carts are available for a monthly charge. Residents will pay Contractor directly for any additional carts.

(2) Curbside recycling collection. Residents currently have or new residents will receive one (1) ninety-five (95) gallon cart for recycle collection. Residents will be limited to what can be contained inside the cart. Collection will take place every other week. Additional recycling such as broken-down boxes, extra containers of recyclables, and white goods are included in the bulk items collection as outlined in Section 9. Additional recycle carts are available for a monthly charge. Residents will pay the Contractor directly for any additional carts. Current Village recycling service offers single-stream recycling. There is no need to tie, bag or bundle the paper and it can be mixed together with the bottles and cans.

(3) Contractor Obligations. The employees of the Contractor shall perform their job in a safe and careful manner and return the containers provided by residents to the locations where they were found after they have been emptied. In the event that a container is damaged through the mishandling or negligence of employees of the Contractor, the Contractor shall be responsible for restoring the container to its former condition or replacing such container at the Contractor's expense. In the event the Contractor shall determine that a container is in a deteriorated condition, the Contractor shall cause such container to be tagged accordingly, advising the resident of the necessity of replacement of such container. Such tag shall be furnished by the Contractor, after being first approved for use by the Village. Likewise, prohibited materials, as defined herein, or other items which are not subject to collection, will be tagged by employees of the Contractor and left at the location where found.

(4) Additional residential units. The Contractor shall be paid according for each additional new dwelling unit occupied and an adjustment shall be made for each dwelling unit razed or unoccupied, or which is attached into the City of Kenosha and this adjustment to be made monthly on the first day of each month during the term of this contract.

(5) Other services. Walk-up service will be provided for elderly residents and residents with disabilities as identified by the Village and Town. With the cart program, smaller sixty-five (65) gallon carts for garbage and recycling are available

for any resident. Refuse and recycling dumpsters or cart service for the Village Hall and other Village-owned properties will be included at no extra charge.

(b) **Municipal Locations.** The Contractor shall, not less than weekly, collect and dispose of solid waste and yard waste and not less than bi-weekly all recyclables at Village-owned municipal buildings at no additional cost, the locations of which are as follows:

(1) Village Hall/Fire Station No. 1, 7511 12th Street, Somers, WI; and

(2) Fire Station No. 2, 818 12th Street, Somers, WI.

(c) **Additional Dumpsters.** In addition to the obligations contained under subsection (b), above, the Contractor shall provide thirty (30) yard waste dumpsters at each of the locations identified in subsection (b), above, and shall provide not less than forty-five (45) free pulls per year for such containers.

6. TIMES OF COLLECTION. Regularly scheduled collection shall occur on weekdays only. Except as is provided below, under no circumstances shall collection be made on Sundays or holidays without the express written permission of the Village Administrator. Saturday collection is permissible when the day is needed to compensate for a holiday (occurring within the previous week).

(a) **Hours of Collection.** The Contractor shall not begin actual collections before 6:00 o'clock a.m. and shall complete all collections by 6:00 o'clock p.m. The Contractor shall contact the Village office daily relative to any complaints which are received by the Contractor's employees, providing the name and the address of the complainant and the nature of the complaint along with any proposed remedy. The Contractor shall maintain a toll-free telephone service at the Contractor's office for receiving calls, i.e. special collection/white goods services or electronics, or complaints relative to the collection service encompassed by this contract and shall maintain an official address for such purpose. The Contractor shall resolve all complaints within a twenty-four (24) hour period or within the next working day. A monthly report of complaints shall be submitted to the Village Administrator. The Contractor shall assure the Village that any complaints received by the Village are resolved that same day of business. By way of illustration and not by way of limitation, resolution of complaints may include additional pickups or meetings with residents. It shall be the sole determination of the Village Administrator when the same day resolution of problems shall occur. Any single month that the Village Administrator does not receive a monthly report shall be presumed that no complaints were received by the Contractor.

(b) **Frequency of Collections.** The Contractor shall collect solid waste from all residential dwelling units no less frequently than once per week on Monday through Friday of each week during the term of this agreement. Recyclables shall be picked up no less frequently than bi-weekly with collections coordinated so that both solid waste and recyclable collection shall occur on the same day at each location. A map of collection routes shall be submitted to the Village Administrator and approved in advance. It shall be the

responsibility of the Contractor to provide sufficient equipment and labor to complete designated routes for each day.

(c) **Holiday Collections.** In any week in which a holiday occurs, the days of collection following a holiday may be one day later with collections carrying over to the following Saturday. Normal scheduled collections will commence the following week. In the event of inclement weather that prohibits normal collection, the collection will be delayed with notification to and consent of the Village Administrator, but in no event shall such collection be delayed more than three (3) days.

7. **DEFINITIONS.** For purposes of this agreement, the terms "garbage", "rubbish", "recyclables" and "white goods" shall be generally recognized definitions as defined below:

(a) "Recyclable Materials" shall include aluminum containers, corrugated cardboard, glass containers, magazines and similar gloss paper materials, newspapers and newsprint materials, office paper, plastic soda bottles (PET) #1, HDPE milk jugs #2, steel containers and bi-metal containers. This definition may be modified from time to time by agreement of the Village and the Contractor.

(b) "Garbage" shall include all refuse, accumulations of animal, fruit and vegetable matter that attends the preparation, use, cooking, dealing or storage of meats, fish, fowl, fruits and vegetables, any matter produced from business or community life, subject to decomposition, excluding all sewage.

(c) "Rubbish and Refuse" shall include all rags, furniture, white goods (under special pickup procedures delineated herein), metal, except metal containers which are classified as recyclable materials, wood, except wood which is classified as yard waste and other combustible refuse.

(d) "White Goods" shall include air conditioners, clothes washers, clothes dryers, dishwashers, freezers, ovens, water heaters, microwave ovens, refrigerators, ranges and similar appliances.

8. **PROHIBITED MATERIALS.** The Contractor shall not accept any of the following materials for curbside collection:

(a) Tires; or

(b) Automotive batteries; or

(c) Yard waste; or

(d) Waste oil; or

(e) Hazardous or toxic materials as defined by the State of Wisconsin, Department of Natural Resources Regulations including, but not limited to, Chapter NR181.

It shall be the responsibility of the Contractor to visually inspect the garbage, refuse and rubbish being collected by Contractor on a periodic basis in order to determine compliance with this section. Upon encountering any prohibited material, Contractor shall tag such material, give an explanation for the refusal to collect the same to the resident.

9. BULK ITEMS COLLECTION WITH ELECTRONICS. In addition to curbside collection, residents may call the Contractor to schedule bulk items collections at additional cost paid directly to Contractor and select their collection date. This pickup includes multiple items. Bulk collection includes furniture, white goods, bedding, carpeting and other large items. Waste oil, automotive antifreeze, lead acid batteries and tires are also included. Extra garbage in cans or bags and extra recycling in bins or clear plastic bags are also included in the bulk collection. Construction materials that are contained in thirty-two (32) gallon cans (no limit on the number of cans) that weigh less than sixty (60) pounds are included in the bulk items collection. No loose construction materials are included. Tires are limited to eight (8) small vehicle tires (sedan, SUV, pickup trucks, etc.) per home per year. Up to two (2) household electronics are included with bulk items collection per unit per year. It shall be entirely the responsibility of the Contractor to legally dispose of any such materials collected.

10. SPECIAL COLLECTION / ELECTRONICS. As an additional service to the residents of the Village and Town, the Contractor shall provide one (1) annual electronics pickup at the Village Hall. Contractor shall provide to Village at Village Hall one (1) thirty (30) yard roll-off box for such purpose once per year at no additional cost which includes both hauling and tonnage. It shall be entirely the responsibility of the Contractor to legally dispose of any electronic materials so collected.

11. SHREDDING COLLECTION. Contractor shall, at no additional cost, provide shredding collection once annually at the Village Hall at a time to be agreed upon by Contractor and Village Administrator.

12. BULK ITEMS DROP-OFF. Contractor shall, at no additional cost, provide a bulk items drop-off once annually at the Village Hall at a time to be agreed upon by Contractor and Village Administrator. Said drop-off will include one driver and one rear-load packer truck for up to four hours, or until the truck is full, whichever comes first. Bulk items drop-off will include only landfill items (i.e. no white goods, tires, motor oil, e-waste, hazardous waste, yard waste, etc.). Village staff will be responsible to verify residency and provide appropriate disposal limits.

13. HOLD HARMLESS. The Village, its officers, agents or employees, shall not in any manner be answerable or responsible for any loss or damage to person or property, or for any loss or damage to any materials, building, equipment or other property owned by Contractor that will be used or employed by the Contractor as a result of Contractor's performance or omission under the terms of this agreement. Contractor shall hold Village harmless and shall indemnify the Village, its officers, agents and employees against all such injuries, damages and compensation arising and resulting from causes other than the Village's neglect, or that of its officers, agents or employees. Any costs or expenses including actual attorney fees, which the Village incurs as a result of any claim indemnified herein shall be reimbursed to the Village either through a cash

deposit, any letter of credit posted by the Contractor, other assurance or through such other means as the Village, in the Village's sole discretion, deems appropriate.

14. CONTRACTOR RESPONSIBILITIES.

(a) **Equipment.** The Contractor shall provide and shall use uniformly covered truck bodies of the "Packer" type which truck body shall be of metal, watertight, and designed and manufactured for the collection of garbage, refuse and rubbish. The truck body shall be washed as often as is necessary to keep the equipment clean and reasonably attractive. Those operating trucks for the Contractor shall clean up any garbage, refuse or rubbish that drops off the trucks, or that is blown off the trucks while loading such trucks or traveling within the Village or Town of Somers, whether or not the material falls onto the street or onto private property. The same guidelines shall apply to any other recycling vehicles which may be used by the Contractor for the activities covered by this agreement.

(b) **Contractor's Responsibility for Safety.** The Contractor shall be solely responsible for controlling the operations, methods, means, techniques, sequences and safety procedures, programs and precautions employed in carrying out the Contractor's duties under this agreement.

(c) **Permits and Licenses.** The Contractor shall be responsible for obtaining all necessary permits, licenses and/or notices which are required under Village or county ordinance, state or federal law or regulation.

(d) **Insurance.** Contractor shall provide and maintain during the term of this contract the following insurance:

(1) **WORKERS COMPENSATION INSURANCE.** Worker's compensation insurance in an amount equal to the limits of liability and in the form prescribed by the laws of the State of Wisconsin for all of the Contractor's employees employed in connection with this agreement.

(2) **EMPLOYERS LIABILITY INSURANCE.** Employer's liability insurance in an amount not less than Five Million (\$5,000,000.00) Dollars for bodily injury by accident or disease, including death at any time resulting from that injury.

(3) **COMMERCIAL GENERAL LIABILITY.** Commercial general liability insurance on an occurrence basis for bodily injury, property damage and personal injury as provided by the standard commercial general liability policy (Wisconsin), with a single combined limit of Five Million (\$5,000,000.00) Dollars.

(4) **COMPREHENSIVE AUTOMOBILE LIABILITY.** The Contractor shall provide comprehensive automobile liability insurance for bodily injury and property damage arising out of an owner, non-owned and hired vehicles with a combined single limit of not less than Five Million (\$5,000,000.00) Dollars.

(5) **CERTIFICATES OF INSURANCE**. Contractor shall furnish Village Clerk/Treasurer certificates evidencing that the insurance required by this section are in force.

(6) **CHANGE OR CANCELLATION OF INSURANCE**. Contractor shall obtain policies of insurance which provide that not less than thirty (30) days prior notice shall be given to Village by the respective insurers in the event of material change or cancellation of any of the insurance provided for by this section.

(e) **Collection of Data**. The Contractor shall be required to collect and tabulate data such as tonnage, the nature of material collected, hours of operation, routes, citizens comments and complaints and any other information that, in the opinion of the Village, would be helpful to the administration of the solid waste and recycling program of the Village. Such information shall be supplied quarterly to the Village. A statistically accurate sampling of collection shall be required to determine the level of participation and compliance with State of Wisconsin law and regulations.

(f) **Due Diligence**. Contractor agrees that it will take such steps as are necessary to receive, investigate and rectify complaints from residential owners concerning problems with collections in the Village. To this end, Village shall consider three unresolved complaints from the same residential customer or an aggregate of ten unresolved complaints from multiple customers as noncompliance with this subparagraph. Satisfactory resolution of customer complaints shall be solely within the judgment of the Village Administrator. For purposes of this paragraph, the accumulation of unresolved customer complaints shall be on a rolling twelve (12) month period. Failure by the Contractor to render satisfactory service and resolution of such customer complaints as provided for in this subparagraph may result in the imposition of sanctions as detailed in Section 16, below.

15. **EMPLOYMENT OPPORTUNITY**. In connection with the execution of this contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or arrest or criminal conviction. Contractor warrants and represents that any applicants for employment who are hired, and that present employees shall be treated during employment, without regard to their race, religion, color, sex, national origin or arrest or conviction records.

16. **CONTRACTORS REPRESENTATIONS**. In order to induce the Village to enter into this agreement, the Contractor makes the following affirmative representations:

(a) Contractor has examined and carefully studied the contract documents (including all documents listed in paragraph 1, above) and other related data identified in the bidding documents.

(b) Contractor has become familiar with and is satisfied as to the general layout of Village roads, collection sites and all other conditions that may affect the cost, progress, performance and furnishing of the services to be provided by Contractor hereunder.

(c) Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect the cost, progress, performance and furnishing of the services to be provided by Contractor hereunder.

(d) Contractor is in the business of and is familiar with the procedures to be employed by Contractor in the performance of the work of the services to be rendered by Contractor under the terms of this agreement.

17. DEFAULT BY CONTRACTOR. Following failure of the Contractor to collect, remove or properly dispose of garbage, refuse and rubbish for any reason for a period of five (5) days, the Village may, at its option, cause such garbage and refuse to be picked up by a third party and/or Village Public Works staff and bill the Contractor for all costs incurred and/or offset such costs against any sums owed by the Village to the Contractor or internal costs under the terms of this contract. In the event that the Village, in the Village's discretion, shall conclude that the service provided by the Contractor is deficient, the Village Board shall give notice of such deficiency to the Contractor, and if the same is not rectified to the satisfaction of the Village within ten (10) days, the Village Board may, without further notice or hearing, declare this contract null and void and terminate the same without further notice. In the event that the Contractor exceeds the maximum number of unresolved customer complaints allowed in subparagraph 13(f), above, then the Village may, at the Village's absolute discretion, reduce the monthly fee to be paid to the Contractor for the services rendered hereunder by the sum of ten (10%) percent of the then applicable payment until such time as any outstanding customer complaints have been reasonably resolved.

18. ENTIRE AGREEMENT. This contract, together with such other documents as are incorporated herein by reference, sets forth the entire contract between the Contractor and the Village with respect to the subject matter of the contract and supersedes and cancels any and all other prior oral or written contracts or understandings between the parties with respect to the matters set forth above. This contract may be changed only in writing signed by all parties.

19. INTERPRETATION AND BINDING EFFECT. This contract shall be interpreted under the laws of the State of Wisconsin and shall be binding upon the signators hereto, their successors and assigns.

20. FORCE MAJEURE. In no event shall the Contractor be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications services; it being understood that the Contractor shall use reasonable efforts which are consistent with accepted practices in the refuse industry to resume performance as soon as practicable under the circumstances.

Signature Page to follow

IN WITNESS WHEREOF, each party to this contract has caused it to be executed at Somers, Wisconsin, on the date indicated above.

VILLAGE OF SOMERS

By _____
George Stoner, President

Date _____

Attest: _____
Wendy Burnette, Clerk/Treasurer

Date _____

JOHN'S DISPOSAL SERVICES, INC.

By _____
Nate Austin, Municipal Account Manager

Date _____

EXHIBIT “A” Fees for 1-1-25 through 12-31-25

Trash, Recycling and Wisconsin Generator Waste Tax Residential units \$16.95 per unit per month

Fees for 2025 – 2029

As of 9/1/24 there are _____ units

No later than October 1 of each year during the term of this Contract commencing in the year 2025, the parties shall meet to review and establish the fees to be paid by the Village to the Contractor for the services provided as outlined above, consistent with the terms of this paragraph. Any increases shall be applied to the rates charged to customers not including any increases in taxes or user fees paid to the State of Wisconsin. Contractor shall be entitled to an increase or decrease in fees equal to the annual increase/decrease in the consumer price index (CPI) for Southeastern Wisconsin as promulgated by the U.S. Department of Labor, subject to such additional adjustments as may be applicable pursuant to paragraph 4, above. The Contractor has the right to request an annual rate increase greater than CPI. The Village may terminate the agreement at the end of the current year if the Contractor requests an increase greater than CPI.

For purposes of such calculations, the rates for calendar year 2025, shown above, shall be deemed the “base year” and any increases (or decreases) shall be calculated utilizing such base year.



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

WORK SESSION: October 1st, 2024

TO: Village President Stoner and Village Trustees

FROM: Jason J. Peters, Administrator

AGENDA ITEM: #9 Discuss and review 2025-2026 contract with Kenosha County for Planning & Development Services

BACKGROUND:

The Village’s contract with Kenosha County to provide Planning and Zoning services is set to expire at the end of 2024. The contract that is set expire covered the year 2023 and 2024. Administration has been working with Andy Buehler, Kenosha County Planning and Zoning Director on a new contract. The agreed upon 2023 and 2024 contract amount for services was \$92,000.00. Under our previous contracts, the County retains fees they collect, and the Village pays the difference.

Below is a summary of our contract arrangement dating back to 2017:

Expenses	2017	2018	2019	2020	2021	Jun-22	2022	Jun-23	2023	24-Jun	2024
Meetings	\$ 3,576	\$ 5,942	\$ 5,764	\$ 7,410	\$ 8,786	\$4,011	\$7,289	\$3,302	\$6,541	\$3,049	
PC/Board	\$ 363	\$ 213	\$ 1,054	\$ 630	\$ 2,467	\$1,247	\$1,977	\$811	\$1,123	\$1,596	
COC	\$ -	\$ 605	\$ 695	\$ 577	\$ 458	\$246	\$1,008	\$834	\$1,225	\$548	
Site Plan	\$ 594	\$ 404	\$ 314	\$ 557	\$ 1,180	\$418	\$983	\$339	\$625	\$1,315	
Variances	\$ 308	\$ 135	\$ -	\$ -	\$ -		\$0		\$0	\$0	
Violation Issue	\$ -	\$ 269	\$ -	\$ -	\$ -		\$0		\$0	\$0	
Floodplain Ordinance Review	\$ -	\$ 3,761	\$ -	\$ -	\$ -		\$0		\$0	\$0	
Shoreland Permit Reivew	\$ -	\$ 1,040	\$ 1,080	\$ -	\$ 598	\$112	\$112	\$0	\$0	\$0	
Zoning Permit Review	\$ 3,908	\$ 4,004	\$ 3,720	\$ 5,537	\$ 4,769	\$2,703	\$3,981	\$1,563	\$3,908	\$2,850	
Servicing Public	\$ 72,540	\$ 73,247	\$ 74,231	\$ 72,760	\$ 82,971	\$41,485	\$85,325	\$44,816	\$90,035	\$47,206	
Overhead	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$1,000	\$2,000	\$1,000	\$2,000	\$1,000	
TOTAL	\$ 83,289	\$ 91,620	\$ 88,858	\$ 89,471	\$ 103,229	\$ 51,222	\$102,675	\$52,665	\$105,457	\$57,564	
Revenue	\$ 31,955	\$ 44,640	\$ 57,505	\$ 55,210	\$ 53,075	\$40,740	\$71,350	\$36,275	\$49,855	\$21,210	
Balance	\$ 51,334	46980	31353	34261	50154	10482	31325	16390	55602	36354	
Contract	\$ 80,000	\$ 80,000	\$ 88,000	\$ 88,000	\$ 88,000		\$88,000		\$92,000		\$92,000
Gain/Loss	-\$3,289	-\$11,620	-\$858	-\$1,471	-\$15,229		-\$14,675		-\$13,457		
Somers Owed	48045	35360	30495	32790	34925		16650		42145		
Expense Average		\$ 87,455	\$ 87,922	\$ 88,310	\$ 91,293		\$ 93,190		\$ 94,943		
5 Year Average					\$ 91,293		\$ 95,171		\$ 96,058		
3 Year Average			\$ 87,922	\$ 89,983	\$ 93,853		\$ 98,458		\$ 103,787		

COMMENTS:

Staff is very pleased with the overall service and working relationship with have had with the Director Buehler and his staff. The proposed contract would be another 2-year term ending in 2026. The amount for services rendered in each year of the contract is \$103,000. No other terms of the contract have been changed.

If the Board wishes to move forward with this contract, Staff would request that this item be place on our October 8th Board Meeting for action.

ATTACHMENTS:

Proposed 2025-2026 Planning and Zoning Contract

KENOSHA COUNTY PROFESSIONAL SERVICES AGREEMENT WITH THE VILLAGE OF SOMERS

This PROFESSIONAL SERVICES AGREEMENT entered into this _____ day of _____, 20____ is by and between, the **Village of Somers**, 7511 12th Street, P.O. Box 197, Somers, WI 53171 (hereinafter referred to as "Village") and **Kenosha County**, a municipal corporation and political subdivision of the State of Wisconsin having its principal offices located at 1010 - 56th Street, Kenosha WI 53140, (hereinafter referred to as "the County").

RECITALS

WHEREAS, the Village has adopted a General Zoning and Shoreland/ Floodplain Zoning Ordinance, which is substantively identical to the County's General Zoning and Shoreland/Floodplain Zoning Ordinance which is administered by the County under Wis. Stat. §§ 59.69, 59.692 and 59.693.

WHEREAS, the County agrees to administer the Village's Zoning, Shoreland and Floodplain ordinance under certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

A. SCOPE OF SERVICES:

1. The County agrees to furnish floodplain, shoreland, wetland, planning and zoning professional services, to the Village, as described in Appendix A, attached hereto.
2. The Kenosha County Department of Public Works and Development Services Director and the Planning and Development Division Director shall have supervisory control over the personnel providing these services. The Directors shall consider any requests or suggestions made by the Village, but the Directors shall retain final authority to make the final decision as to the manner in which such services shall be rendered.
3. The County shall have the authority to enforce the Village's zoning codes, including but not limited to, notices of zoning violation. In the event County staff deems it necessary to refer an enforcement action for citation, it will be referred to the Village. The County is not responsible for issuance of citations or prosecutions thereof but agrees to provide logistical support for enforcement actions and to appear in municipal and/or Circuit Court for prosecution of the same.
4. The County shall continue to collect fees for review of any Village rezoning, comprehensive plan amendment, conditional use permit, plat, certified survey map, variance, zoning and shoreland permit applications, including fees for written responses to zoning, shoreland or planning inquires as structured under the County/Village zoning relationship in accordance with the adopted Schedule of Permit Fees.

B. ENTIRE AGREEMENT:

This Agreement, along with Addendum A constitutes the complete understanding of the parties and supersedes any and all other agreements, either oral or in writing between the parties with respect to the subject matter hereof. No other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein will be valid or binding. No amendment to this Agreement will be effective unless in writing and signed by both parties.

C. CONTRACT TERM:

The term of this Agreement shall be from January 1, 2025 until December 31, 2026 (the "Term"). The Agreement may be extended by mutual written agreement in one-year intervals with the consent of both parties. However, no interruption in service will occur by the County if there is a gap in the timing of a new agreement, as long as there is a good faith effort to maintain this arrangement for the sake of the continuous customer service for the Village.

D. COMPENSATION:

1. The total cost of services for the "Term" will be \$103,000** to cover the cost of professional and administrative staff services for Village projects including permits, land use/land division inquiries, attendance at the Village Board, Planning Commission and other staff meetings as scheduled by the Village. To offset the costs associated with providing the professional services Kenosha County will retain the fees collected as referenced in section A sub 4. The Fees shall be based on the most current fee schedule.

**\$103,787 is the average of the last three years actual cost of services provided.

2. The Village agrees to pay Kenosha County the difference of any shortfall in revenues, generated by the fees collected, that are less than \$103,000. An invoice for any shortfall in revenues will be sent to the Village no later than January 15th of the following year. Payment to Kenosha County for any revenue shortfall must be made no later than March 15th of the following year.

3. Kenosha County will retain 100% of any and all revenues which exceed the \$103,000 contracted amount.

E. FORCE MAJEURE:

The County shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to a force majeure event or other circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, labor disturbance, interruption of or delay in transportation, unavailability of third party services, failure of third party software or inability to obtain raw materials, supplies or power used in or equipment needed for provision of the services stated herein.

F. INDEMNITY:

Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, committees, commissions, agencies, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense.

In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, commissions, committees, agencies, and representatives. It is not the intent of the parties to waive any statutory protections or impose liability beyond that imposed by state statutes.

G. CONTRACT REVISIONS AND/OR TERMINATIONS:

1. The Village may not assign, transfer, sell, contract, gift or otherwise convey any of the rights or obligations contained herein, without the express written consent of the County.
2. Any revision of this Agreement must be agreed by the County and the Village by an amendment signed by the authorized representative of both parties.
3. Unrestricted Right of Termination: The County and the Village reserve the right to terminate this Agreement at any time for any reason by giving the other party one hundred eighty (180) days written notice by ordinary U.S. Mail, first class post paid, of such termination. Upon such notice termination will not take place until the end of the term. In the event of said termination, the County shall be paid for all services rendered through the date of termination and the Village may be reimbursed an amount determined by mutual agreement of both parties.

H. RELATIONSHIP OF PARTIES:

The parties intend to create an independent contractor relationship by this contract pursuant to which the County or its employees will not be considered an agent or employees of the Village for any purpose. No acts or assistance given by the County pursuant to this Agreement shall be construed to alter this relationship. It is the intention of the parties that the County and its employees shall exercise control over the manner and means of the operation of its business pursuant to this Agreement. The County affirmatively asserts that all criteria necessary to be considered an independent contractor for all federal and state tax, worker's compensation, unemployment and employee benefit plan purposes, and that the County has possession of federal employer identification number, and the parties agree that the County should be considered an independent contractor for each of these purposes. In this regard, the parties make and/or acknowledge the following representations:

1. The County is free to and does contract to provide similar services for others;
2. The County maintains a separate business with a separate office, equipment and related materials and has reoccurring liabilities and obligations in connection with the County's other business;
3. The County has its own federal employer identification number and files its own tax documents with the Internal Revenue Service and the Department of Revenue;
4. It is not anticipated that the fees which the County may earn pursuant to this Agreement will be the sole or even a major source of the County's income relative to the duties discharged on behalf of the Village hereunder;
5. The County will be solely responsible to make appropriate payments for unemployment tax and income tax for County employees, if any, including, but not limited to, employment taxes and withholding taxes, social security taxes and unemployment taxes;
6. The County has extensive experience providing services of the type to be performed under this Agreement, and it is not anticipated that the County will require any significant instructions, oversight or training from the Village with respect to the methods and procedures to be used in performing the services contemplated by this Agreement;

7. The County is free to determine the hours that its employees will devote to completing the services contemplated by this Agreement and the methods and procedures that the County will be used to perform those services, so long as those methods are ethical and in compliance with applicable laws;
8. The County and its employees is not entitled to participate in any salary or benefit plans available to Village employees and not entitled to any other benefits provided to regular employees of the Village.

Further, nothing contained in this Agreement shall be construed so as to constitute a partnership or joint venture between the County and the Village, and the County shall have no right to contract for, or on behalf of, or otherwise obligate the Village in any manner.

I. GOVERNING LAW:

The validity, construction, enforcement and effect of this Contract shall be governed by the laws of the State of Wisconsin. All agreements and covenants contained herein are severable, and in the event any one of them shall be held invalid by any competent court or agency, this Contract shall be interpreted as if such invalid covenant was not contained herein.

J. PUBLIC RECORD LAW COMPLIANCE:

The County and the Village are both legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see sections 19.32-19.39 & 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Record Law and confidential, all aspects of this agreement are subject to open disclosure and are a matter of public record. It is further agreed to that neither party will take any action to obstruct the operation of these laws.

K. MISCELLANEOUS:

1. Notices: All notices required or permitted under this Agreement shall be in writing and shall be deemed received when (a) delivered personally, (b) 3 days after having been sent by registered or certified mail, return receipt requested, postage prepaid, (c) 1 day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt, or (d) sent by confirmed facsimile (followed by the actual document via U.S. mail). All communications shall be sent to the address set forth for each party below its signature hereto or to such other address as either party may provide to the other party in writing.
2. Severability: If any provision of this Agreement is held to be unenforceable or invalid for any reason, the remaining provisions will continue in full force and effect with such unenforceable or invalid provision to be changed and interpreted to best accomplish its original intent and objectives.
3. Each of the undersigned hereby represent and warrant that they have the requisite power and authority to execute this Agreement and that the execution and delivery of this Agreement by the undersigned has been approved by all action required by law.

IN WITNESS WHEREOF, the parties hereto have executed this Professional Services Agreement as of the date first written above.

VILLAGE OF SOMERS

KENOSHA COUNTY

By: _____

George Stoner, President

Samantha Kerkman, County Executive

Attest: _____

Wendy Burnette, Clerk/Treasurer

APPENDIX A

Professional Services to be provided:

- County staff serves as planning liaison at various meetings, including monthly Village Board, Planning Commission and Board of Appeals (BOA) meetings; assist in preparing legal notices, agendas and minutes - online availability;
- Administration of the General Zoning and Shoreland/Floodplain Zoning Ordinance; Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035 Ordinance, Non-Metallic Mining Restoration Ordinance, and Sanitary Code and Private Sewage System Ordinance**;
- Issuance of Zoning Permits for code compliant structures, review of Occupancy Permit for code compliant home occupations, temporary uses, new business uses;
- Conditional Use and Rezoning petitions, assist in processing petitions, assist in processing legal notices for petitions as public hearing items, draft proposed conditions and assist in drafting resolutions of approval for conditional use petitions and assist in drafting ordinances for rezoning approvals;
- Comprehensive Plan map and text amendments, assist in processing the petitions, assist in processing legal notices for all petitions as public hearing items and assist in drafting resolutions and ordinances;
- Variance petitions, temporary use permit applications and administrative appeal petitions, assist in processing the petitions, assist in processing legal notices for all petitions as public hearing items;
- Land Division by Subdivision Plat, Condominium Plat or Certified Survey Map (CSM) reviews (in compliance with State Statute Chapter 236), assist in processing the petitions, assist in processing legal notices for all petitions as public hearing items, assist in drafting resolutions and ordinances;
- Site Plan reviews, draft conditions of approval and all files attendant thereto;
- Issuance of Non-Metallic Mining & Reclamation permits;
- Zoning violations investigations and written orders;
- Issuance of Stipulated Shoreland Permits;
- Administration of Farmland Preservation and Soil and Water Resource Management Programs;
- Buildability, Re-Buildability, Zoning Verification, Floodplain Determination letters and Release of Waiver Liability reviews;
- Maintenance of all files thereto;
- Service Village residents by phone and on a walk-in basis, provide copies of topographic, aerial and zoning maps as well as special reports via the Kenosha County Department of Planning & Development office during regular business hours; Maintain parcel folder and parcel information repository. Digitally archive all new and historic parcel data using TrakIt – a permit and project tracking software;
- Housing Authority assistance related to grants and property buyouts;
- Interactive Mapping Zoning and Comprehensive Plan Data hosting;
- Other mapping services on a time and materials basis;
- Corporation Counsel assistance related to any of the above matters.

APPENDIX B

KENOSHA CO. DEPT. OF PLANNING & DEVELOPMENT FEE SCHEDULE

(effective February 14, 2019)

“ E X C E R P T ”

I. ORDINANCES

a.	General Zoning and Shoreland/Floodplain Zoning Ordinance	\$ 50.00
b.	Subdivision Control Ordinance	30.00
c.	Sanitary Ordinance	30.00
d.	Xerox copies (per sheet)	0.25
e.	Xerox copies (color or 11 x 17).....	1.00

II. PLANNING AND DEVELOPMENT PERMIT FEES

a.	Accessory bldg. over 150 sq. ft. in area	150.00
b.	Accessory bldg. addition or alteration	80.00
c.	Addition, alteration, or conversion of principal structure:	
	Agricultural	125.00
	Commercial	1,000.00
	Industrial	1,000.00
	Institutional and Park	400.00
	Residential	175.00
	Any other structure	100.00
d.	Advertising signs:	
	Portable	200.00
	Permanent New Sign ≤ 150sq. ft. total.....	150.00
	151-299 sq. ft. total	250.00
	≥ 300sq. ft. total	500.00
	Addition or alteration to Permanent Sign (Does not include re-facing of existing sign)	
	≤ 150sq. ft. total	100.00
	151-299 sq. ft. total	150.00
	≥ 300sq. ft. total	300.00
e.	Appeal to Board of Adjustments of administrative decision not related to a variance request	500.00
f.	Certificate of Compliance.....	250.00
g.	Conditional Use Permit (excluding M-3 and M-4 Districts).....	780.00
h.	Conditional Use Permit Renewal (excluding M-3 and M-4 Districts).....	330.00
i.	Conditional Use Permit in M-3 and M-4 Districts	5,000.00
j.	Decks.....	(each) 80.00
k.	Fences.....	(each) 50.00
l.	Planned Unit Development/Condominium Review Fee	(per building) 325.00
m.	Principal Structure:	
	Agricultural:	
	Dwelling	300.00
	General Farm Buildings including Barns, Greenhouses, etc.....	125.00
	Commercial	2,000.00
	Industrial	2,000.00
	Institutional and Park	800.00
	Residential:	
	Single-Family.....	300.00
	Two-Family	600.00

	Multi-Family	(per building) 300.00
		Plus \$50 per unit - Minimum \$900.00 – Maximum \$2,000.00
n.	Rezoning (map or text amendments)	750.00
o.	Comprehensive Plan Amendment.....	250.00
p.	Stipulated Shoreland Permit (not including hydraulic Analysis).....	250.00
q.	Swimming Pool	80.00
r.	Pool and Deck	120.00
s.	Pool and Fence.....	100.00
t.	Pool, Deck, and Fence	160.00
u.	Mobile Towers	
	Siting & Construction of a New Mobile Service Support Structure & Facility	\$3,000.00
	Class 1 Collocation	\$1,500.00
	Class 2 Collocation	\$500.00
v.	Variances/Temporary Use	550.00
w.	All Other Permits	200.00

IV. SUBDIVISION AND LAND DIVISION FEES

a.	Preliminary Plat or Condo Plat:	
	Base Fee	3,000.00
	Plus Fee per Lot (includes lots and stormwater outlots).....	25.00
b.	Final Plat or Condo Plat:	
	Base Fee	3,000.00
	Plus Fee per Lot (includes buildable lots and stormwater outlots)	25.00
c.	Certified Survey Review (Requires Stormwater Review Pursuant to 14.08-8).....	400.00
d.	Subdivision Plat Approval Extension	750.00
e.	Recording Fees (set by Deeds Office).....	30.00

VI. DEVELOPMENT REVIEW FEES

a.	Buildability, Re-Buildability, Zoning Verification and Floodplain Review Letters	65.00
	additional parcels.....(each)	10.00
b.	Release of Waiver of Liability	20.00
c.	Site Plan Review (does not include stormwater)	
	3,000 or less square feet per building area.....	750.00
	3,001 to 10,000 square feet per building area	1,000.00
	10,001 to 50,000 square feet per building area	1,250.00
	50,001 to 100,000 square feet per building area.....	1,500.00
	100,001 – 200,000 sq. ft.	1,750.00
	200,001 – 400,000 sq. ft.	2,000.00
	400,001 – 800,000 sq. ft.	2,250.00
	Over 800,000 sq. ft.	2,500.00
d.	Erosion Control Plan Review (no engineered stormwater management required)	250.00
e.	Stormwater Management and Erosion Control Plan Review.....(quote basis)	
	Administrative Fee.....(10% of quote)	
	Preliminary Scoping Meeting.....	200.00
f.	Hydraulic Analysis Engineering Review	varies
g.	FEMA (Conditional) Letter of Map Revision (CLOMR/LOMR) Submittal ¹	varies
h.	FEMA CLOMR/LOMR Application Processing	200.00
i.	FEMA Letter of Map Amendment-Out As Shown (LOMA-OAS):	
	Application Processing Service.....	50.00

VII. VILLAGE OF SOMERS

a.	Rezone (includes \$100 Publication).....	1,450.00
b.	Comprehensive Plan Amendment (includes \$85 Publication).....	1,435.00
c.	Conditional Use Permit	1,350.00
d.	Certified Survey Map (includes \$150 Publication)	1,150.00
e.	Variances/Temporary Use (includes \$85 Publication).....	985.00

¹ In accordance with National Flood Insurance Program (NFIP) Regulations



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

WORK SESSION: October 1, 2024

TO: Village President Stoner and Village Trustees

PREPARED BY: Wendy Burnette, Clerk-Treasurer

AGENDA ITEM: #10 Review and discuss application for the last 2 Class “B” (Picnic) Beer License from Hyslop Foundation DBA Hawthorn Hollow Nature Sanctuary & Arboretum for their Spooky Hollow Night 1 on October 18, 2024, and their Spooky Hollow Night 2 on October 25, 2024, from 5pm-9pm. Located at 880 Green Bay Road, Kenosha, Wisconsin 53144, and requests to waive fees.

BACKGROUND:

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

They have approached the Village to request a Class “B” (Picnic) Beer License for their Spooky Hollow Night 1 on October 18, 2024, and their Spooky Hollow Night 2 on October 25, 2024 from 5pm-9pm. As these are charity events, they have requested waiver of fees associated with the applications.

This will complete Hyslop Foundation DBA Hawthorn Hollow Nature Sanctuary & Arboretum allowable Temp-B (picnic) license for the year.

Staff recommends this item be placed on the October 8th Board Meeting for action.

ATTACHMENTS:

Applications and request waivers



HAWTHORN HOLLOW
NATURE SANCTUARY AND ARBORETUM

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

September 12, 2024

Dear Ms. Burnette,

Hawthorn Hollow will be holding our Spooky Hollow event (formerly known as the Haunted Trails of Hawthorn Hollow) on Friday, October 18 and Friday, October 25. This event(s) was listed as the Haunted Trails of Hawthorn Hollow on our Recurring Event Permit.

The sale of alcoholic beverages such as seltzer and 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

Temporary Alcohol Beverage License

Municipality
Village of Somers

License(s) Requested	Fees	
	<input type="checkbox"/> Temporary "Class B" Wine <input checked="" type="checkbox"/> Temporary Class "B" Beer	License Fees
Background Check		\$
Total Fees		\$

Part A: Organization Information

1. Organization Name
Hyslop Foundation DBA Hawthorn Hollow Nature Sanctuary & Arboretum

2. Organization Permanent Address
880 Green Bay Rd

3. City
Kenosha

4. State
WI

5. Zip Code
53144

6. Mailing Address (if different from permanent address)

7. FEIN
39-6061420

8. Date of Organization/Incorporation
12/26/62

9. State of Organization/Incorporation
WI

10. Phone
(262) 552-8196

11. Email
thehollow@hawthornhollow.org

12. Organization type (check one)

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

13. Is this organization required to hold a Wisconsin Seller's permit? Yes No

14. Wisconsin Seller's Permit Number (if applicable)

Part B: Individual Information

List the name, title, and phone number for all officers, directors, and agent of the organization. Include an Individual Questionnaire (Form AB-100) for each person listed below. Attach additional sheets if necessary.

Corporations must also include Alcohol Beverage Appointment of Agent (Form AB-101).

Last Name	First Name	Title	Phone
Leveque	Timothy	Director/Agent	(262) 705-9278
Andrea-Schlenker	Susan	President	(262) 515-3555
Kozak Bishop	Charlotte	Treasurer	(262) 496-6830
Halmo	Sandra	Secretary	(262) 960-3806

Continued →

License(s) Requested	Fees	
	<input type="checkbox"/> Temporary "Class B" Wine <input checked="" type="checkbox"/> Temporary Class "B" Beer	License Fees
Background Check		\$
Total Fees		\$

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Continued →

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

**Village Board Meeting
Tentative Agenda
Tuesday, October 8th, 2024
5:30 p.m.**

Village Board Meeting:	
Item #	
1	Call to order
2	Pledge of Allegiance
3	Consent and Approval of Minutes of Regular meetings on September 24 th , 2024, Vouchers dated September 26 th , 2024 and October 3 rd , 2024
4	Correspondence:
5	Citizens Comments
6	President and Trustee Comments
7	Action on Preliminary Resolution 2024-008 to Levy Special Charges to the 2024 tax roll
8	Action on proposed contract with Kenosha County Sheriff's Department for Law Enforcement Services for 2025
9	Action on proposed 2025 - 2029 Solid Waste/Recycling Contract with Johns Disposal
	Action on proposed 2025-2026 contract with Kenosha County for Planning & Development Services
10	Action on proposed Ordinance 2024-007, an Ordinance to repeal and recreate section 21.17 of the Code of Ordinances of the Village of Somers regarding waste collection and removal and proposed Ordinance 2024-008, an Ordinance to repeal and recreate section 21.145(D)(1) of the Code of Ordinances of the Village of Somers regarding permit fees for temporary portable storage containers.
11	Action on application for the last 2 Class "B" (Picnic) Beer License from Hyslop Foundation DBA Hawthorn Hollow Nature Sanctuary & Arboretum for their Spooky Hollow Night 1 on October 18, 2024, and their Spooky Hollow Night 2 on October 25, 2024, from 5pm-9pm. Located at 880 Green Bay Road, Kenosha, Wisconsin 53144, and requests to waive fees.

12	Action on Operator's Licenses: none at this time
13	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the October 8th, 2024 Village Board Meeting & Tentative Agenda in 1 public place & on the Village website.

Dated this 27th day of September 2024

Wendy Burnette, Clerk-Treasurer

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