

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

**Village Board Meeting  
Agenda  
Tuesday, February 25<sup>th</sup>, 2025  
5:30 p.m.**

| <b>Village Board Meeting:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Item #</b>                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 1                             | Call to order                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 2                             | Pledge of Allegiance                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 3                             | Consent and Approval of Minutes of Regular meetings on February 11 <sup>th</sup> , 2025, Vouchers dated February 13 <sup>th</sup> , 2025 and February 20 <sup>th</sup> , 2025 and December 2024 Investment Report                                                                                                                                                                                                                                |
| 4                             | Correspondence:<br><br>a. Mount Pleasant Notice of amendment to Multi-Jurisdictional Comprehensive Plan for Racine County: 2035                                                                                                                                                                                                                                                                                                                  |
| 5                             | Citizens Comments                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 6                             | President and Trustee Comments                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 7                             | Action on Proposed Resolution 2025-003, a Resolution to amend the 2025 Budget to reference updated Capital Improvement Plan projects for 2025 (Storm Water - Neumiller Phase II allocation to the Gitzlaff Phase II allocation)                                                                                                                                                                                                                  |
| 8                             | Discussion and possible action on Change Order #1 from Payne and Dolan in the amount of \$9,160.50 for the intersection of the Multi-Use Trail and 13th Avenue, a part of the 2024 Roadway Improvements Program (13th Avenue and 16th Place).<br><br>Discussion and possible action on request for partial payment #1 from Payne and Dolan in the amount of \$458,611.32 for the 2024 Roadway Improvements Program (13th Avenue and 16th Place). |
| 9                             | Action on Operator's License: Callie Adams and Joshua Reed                                                                                                                                                                                                                                                                                                                                                                                       |
| 10                            | Adjourn                                                                                                                                                                                                                                                                                                                                                                                                                                          |

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the February 25<sup>th</sup>, 2025 Village Board Meeting & Agenda in 1 public place & on the Village website.

Dated this 21st day of February 2025

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**

### **Proceedings from the Regular Board Meeting February 11<sup>th</sup>, 2025**

President Stoner called the meeting to order at 5:32 p.m.

President Stoner led the Pledge of Allegiance.

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

### **Consent and Approval of Minutes of Regular meeting on January 28th, 2025, Vouchers dated January 30th, 2025, and February 6th, 2025 and January 2025 ACH payments**

Trustee Ostby moved to approve the Minutes of Regular meetings on January 28th, 2025, Vouchers dated January 30th, 2025, and February 6, 2025, January 2025 ACH payments.

Seconded by Trustee Nelson

Trustee Harbach questioned payment for Leak Locators of Montana in the amount of \$5,070. Administrator Peters will investigate this. Trustee Harbach asked about the Stryker sales in the amount of \$8,354. Chief Anderson stated it was purchases for the Fire Department equipment. Trustee Harbach also questioned several payments to the school which are located within the village. Administrator Peters stated that it was money owed to these entities from tax collections.

Motion carried. 7-0 vote.

### **Correspondence:**

None

### **Citizens Comments**

None

### **President and Trustee Comments:**

Administrator Peters mentioned that the Village of Somers Public Works will be featured tonight on the Channel 12 news. They interviewed staff on their preparation for the snow emergency that would go into effect on February 12, 2025. Trustee Ostby commented on how thrilled he was to see the Public Works team at the meeting and stated they were doing a wonderful job.

**Action on proposed Resolution 2025-002, A Resolution to Establish an Updated Village of Somers Snow and Ice Removal Policy**

Trustee Aupperle moved to approve proposed Resolution 2025-002, A Resolution to Establish an Updated Village of Somers Snow and Ice Removal Policy

Seconded by Trustee Smith

Trustee Harbach asked who notifies Public Works on weekends regarding road conditions. President Stoner stated that the Sheriff's Department has the phone numbers to Public Works.

Motioned carried. 7-0 vote.

**Action on request for partial payment #1 from Globe Contractors, Inc. in the amount of \$289,003.57 for work on the Public Utility Improvements for Golden Oil (Kenosha Travel Plaza)**

Trustee Aupperle moved to approve action on request for partial payment #1 from Globe Contractors, Inc. in the amount of \$289,003.57 for work on the Public Utility Improvements for Golden Oil (Kenosha travel Plaza)

Seconded by Trustee Harbach

Trustee Harbach asked the Village Engineer how many feet of sewer line were put in and where did it start and end. The Village engineer stated it was estimated at about 187ft and the actual feet was 13ft more than the estimate. There was 200ft of trench installation, and 20ft of open cut installation. It started at a manhole on the westside of the road in front of Golden Oil to a manhole on Kwik Trip side of the road and will be connected to an existing stub. Trustee Harbach asked if that was the trouble as he had seen digging for number of days. The Village Engineer mentioned the problem was underneath a big culvert box going into the Kwik Trip entrance. Trustee Harbach wanted to know where the money was coming from, and Trustee Ostby mentioned this was a pass-through fund that Golden Oil deposited. President Stoner mentioned that all the restorations will be done by Golden Oil. Administrator Peters confirmed that statement.

Motion carried 7-0 vote.

**Action on Operator's Licenses: Kyle Borg and Lauri Deeds**

Trustee Harbach moved to approve Action on operator's Licenses: Kyle Borg and Lauri Deeds.

Seconded by Trustee Frederick

Motion carried. 7-0 vote.

## **Adjourn**

Trustee Nelson moved to adjourn at 5:41 p.m.

Seconded by Trustee Ostby.

Motion carried 7-0 vote.

Drafted this 14<sup>th</sup> day of February by Wendy Burnette, Clerk/Treasurer  
These minutes are not official until approved by the Village Board.

02/13/2025 12:10 PM  
User: HKRUK  
DB: Somers

CHECK REGISTER FOR VILLAGE OF SOMERS  
CHECK DATE FROM 02/13/2025 - 02/13/2025

Page: 1/1

| Check Date            | Bank | Check | Vendor     | Vendor Name                       | Amount     |
|-----------------------|------|-------|------------|-----------------------------------|------------|
| Bank POOL POOLED CASH |      |       |            |                                   |            |
| 02/13/2025            | POOL | 64444 | AMEROUTFIT | AMERICAN OUTFITTERS LTD           | 434.50     |
| 02/13/2025            | POOL | 64445 | BS&A       | BS&A SOFTWARE                     | 1,887.00   |
| 02/13/2025            | POOL | 64446 | CENTURYL   | CENTURYLINK                       | 0.32       |
| 02/13/2025            | POOL | 64447 | SPECTRUM   | CHARTER COMMUNICATIONS            | 139.98     |
| 02/13/2025            | POOL | 64448 | DIG002     | DIGGERS HOTLINE INC               | 175.30     |
| 02/13/2025            | POOL | 64449 | GALLS      | GALLS LLC                         | 68.89      |
| 02/13/2025            | POOL | 64450 | GLOBE      | GLOBE CONTRACTORS INC             | 289,003.57 |
| 02/13/2025            | POOL | 64451 | HEATING&CO | HEATING & COOLING SOLUTIONS       | 119.95     |
| 02/13/2025            | POOL | 64452 | HINCKLEY   | HINCKLEY SPRINGS                  | 103.90     |
| 02/13/2025            | POOL | 64453 | JEF001     | JEFFERSON FIRE & SAFETY INC       | 98.88      |
| 02/13/2025            | POOL | 64454 | REFUND TAX | JOHN H BUCHHOLTZ                  | 40.00      |
| 02/13/2025            | POOL | 64455 | GEE        | JOSHUA GEE                        | 104.00     |
| 02/13/2025            | POOL | 64456 | JXPETER    | JX TRUCK CENTER - WADSWORTH       | 224.54     |
| 02/13/2025            | POOL | 64457 | KENCNTIT   | KENOSHA COUNTY INFORMATION        | 8,700.00   |
| 02/13/2025            | POOL | 64458 | KENCNTPLAN | KENOSHA COUNTY PLANNING & DEVLPMT | 58,290.00  |
| 02/13/2025            | POOL | 64459 | KEN002     | KENOSHA COUNTY TREASURER          | 27,382.57  |
| 02/13/2025            | POOL | 64460 | MCDEVITTS  | MCDEVITTS TOWING & REPAIR         | 1,006.43   |
| 02/13/2025            | POOL | 64461 | MEN001     | MENARDS - RACINE                  | 179.70     |
| 02/13/2025            | POOL | 64462 | NAP001     | NAPA AUTO PARTS                   | 101.65     |
| 02/13/2025            | POOL | 64463 | R&RINS     | R & R INSURANCE SERVICES INC      | 20,678.15  |
| 02/13/2025            | POOL | 64464 | REFUND TAX | RENO G. & LAURA A. KNUDSEN        | 3.98       |
| 02/13/2025            | POOL | 64465 | STAFFORD   | STAFFORD ROSENBAUM LLP            | 2,472.00   |
| 02/13/2025            | POOL | 64466 | THOMASOUT  | THOMAS OUTDOOR SUPPLY             | 524.28     |
| 02/13/2025            | POOL | 64467 | WEE002     | WE ENERGIES                       | 1,980.43   |
| 02/13/2025            | POOL | 64468 | WIHUMANE   | WISCONSIN HUMANE SOCIETY          | 905.16     |

POOL TOTALS:

Total of 25 Checks:  
Less 0 Void Checks:

414,625.18  
0.00

Total of 25 Disbursements:

414,625.18

| Check Date            | Bank | Check  | Vendor    | Vendor Name                       | Amount    |
|-----------------------|------|--------|-----------|-----------------------------------|-----------|
| Bank POOL POOLED CASH |      |        |           |                                   |           |
| 02/20/2025            | POOL | 246(E) | WID002    | WI DEPT OF JUSTICE                | 196.00    |
| 02/20/2025            | POOL | 64472  | BAXTER    | BAXTER & WOODMAN                  | 4,849.00  |
| 02/20/2025            | POOL | 64473  | BTM001    | BOUND TREE MEDICAL LLC            | 1,932.25  |
| 02/20/2025            | POOL | 64474  | UHS001    | FROEDTERT SOUTH INC               | 832.75    |
| 02/20/2025            | POOL | 64475  | STO001    | GEORGE STONER                     | 224.00    |
| 02/20/2025            | POOL | 64476  | IPRINT    | IPRINT TECHNOLOGIES               | 244.00    |
| 02/20/2025            | POOL | 64477  | JEF001    | JEFFERSON FIRE & SAFETY INC       | 1,027.00  |
| 02/20/2025            | POOL | 64478  | KENCNTIT  | KENOSHA COUNTY INFORMATION        | 2,269.00  |
| 02/20/2025            | POOL | 64479  | POIRIER   | KEVIN POIRIER                     | 52.23     |
| 02/20/2025            | POOL | 64480  | NAP001    | NAPA AUTO PARTS                   | 54.90     |
| 02/20/2025            | POOL | 64481  | QUADIENT  | QUADIENT FINANCE USA INC          | 1,515.00  |
| 02/20/2025            | POOL | 64482  | RICOHUSA  | RICOH USA, INC                    | 193.43    |
| 02/20/2025            | POOL | 64483  | STRY001   | STRYKER SALES LLC                 | 1,389.96  |
| 02/20/2025            | POOL | 64484  | UR001     | UNITED RENTAL (NORTH AMERICA) INC | 14,720.00 |
| 02/20/2025            | POOL | 64485  | WEE001    | WE ENERGIES                       | 987.23    |
| 02/20/2025            | POOL | 64486  | WEE001    | WE ENERGIES                       | 153.80    |
| 02/20/2025            | POOL | 64487  | WEE001    | WE ENERGIES                       | 225.41    |
| 02/20/2025            | POOL | 64488  | WEE001    | WE ENERGIES                       | 82.16     |
| 02/20/2025            | POOL | 64489  | WEE001    | WE ENERGIES                       | 225.22    |
| 02/20/2025            | POOL | 64490  | WEE001    | WE ENERGIES                       | 8,116.27  |
| 02/20/2025            | POOL | 64491  | WEE001    | WE ENERGIES                       | 4,551.96  |
| 02/20/2025            | POOL | 64492  | WBURNETTE | WENDY BURNETTE                    | 150.00    |

## POOL TOTALS:

Total of 22 Checks:

43,991.57

Less 0 Void Checks:

0.00

Total of 22 Disbursements:

43,991.57

2024 VILLAGE OF SOMERS MONTHLY INVESTMENT INCOME

| DECEMBER     | STATE BANK<br>(WIN TRUST) | SCHWAB      | EHLERS      | LGIP-V       | LGIP-T      | TRI-CITY     | TOTALS       |
|--------------|---------------------------|-------------|-------------|--------------|-------------|--------------|--------------|
| INTEREST     | \$ 15,829.00              | \$ 2,847.14 | \$ 3,664.95 | \$ 33,117.22 | \$ 2,301.57 | \$ 34,876.23 | \$ 92,636.11 |
|              |                           |             |             |              |             |              | \$ -         |
| TOTAL INCOME | \$ 15,829.00              | \$ 2,847.14 | \$ 3,664.95 | \$ 33,117.22 | \$ 2,301.57 | \$ 34,876.23 | \$ 92,636.11 |

| DECEMBER        | STATE BANK<br>(WIN TRUST) | SCHWAB          | EHLERS          | LGIP-V          | LGIP-T        | TRI-CITY         | TOTALS           |
|-----------------|---------------------------|-----------------|-----------------|-----------------|---------------|------------------|------------------|
| ENDING BALANCES | \$ 3,827,906.61           | \$ 4,714,796.33 | \$ 1,117,524.53 | \$ 8,522,629.43 | \$ 592,303.43 | \$ 13,292,712.75 | \$ 32,067,873.08 |

\*T-Bill MD6-Cell Tower  
\$ 508,000.00

| DECEMBER      | STATE BANK<br>(WIN TRUST) | SCHWAB        | EHLERS | LGIP-V | LGIP-T | TRI-CITY |
|---------------|---------------------------|---------------|--------|--------|--------|----------|
| INTEREST RATE | 4.55%                     | 4.53%-Average | 4.02%  | 4.61%  | 4.61%  | 4.625%   |

| DECEMBER                 | STATE BANK<br>(WIN TRUST) | SCHWAB        | EHLERS       | LGIP-V                        | LGIP-T       | TRI-CITY      | TOTALS          | PROJECTED FOR<br>YEAR END |
|--------------------------|---------------------------|---------------|--------------|-------------------------------|--------------|---------------|-----------------|---------------------------|
| Year to date GF Interest | \$ 30,149.86              | \$ 47,400.90  | \$ -         | Included in Tri-City Interest | \$ 26,154.87 | \$ 515,732.16 | \$ 619,437.79   | 619,437.79                |
| Year to date all Funds   | \$ 77,906.61              | \$ 122,482.94 | \$ 61,015.93 | \$ 349,742.25                 | \$ 26,154.87 | \$ 734,669.16 | \$ 1,371,971.76 | 1,371,971.76              |
| GF INTEREST PERCENTAGE   | 38.70%                    | 38.70%        |              |                               | 100%         | 48%           |                 |                           |

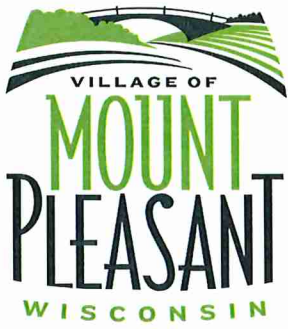
LGIP = Local Government Investment Pool  
V = Village  
T = Town  
Ehlers= 2023 borrowing for CIP  
GF = General Fund

FEES

| DECEMBER | EHLERS        | YEAR TO DATE  |
|----------|---------------|---------------|
|          | \$ (5,606.19) | \$ (5,606.19) |
|          |               | \$ -          |
|          | \$ (5,606.19) | (5,606.19)    |

Accrued Interest

| DECEMBER | PERSHING-<br>BORROWING |
|----------|------------------------|
|          | \$ 255.80              |
|          | \$ 255.80              |



8811 Campus Drive  
Mount Pleasant, WI 53406

T: 262.664.7800  
F: 262.664.7801  
info@mtpleasantwi.gov  
www.mtpleasantwi.gov

Police Non-Emergency  
T: 262.884.0454

South Shore Fire Dept.  
Non-Emergency  
T: 262.554.8812

February 10, 2025

To Whom It May Concern,

The Village of Mount Pleasant Board of Trustees amended the village's land use element of the *Multi-Jurisdictional Comprehensive Plan for Racine County: 2035* under Section 66.1001 of the Wisconsin Statutes. Enclosed is the adoption ordinance and amendment. Please feel free to contact the village with any questions.

Sincerely,

A handwritten signature in black ink that reads "Samuel Schultz".

Samuel Schultz  
Community Development Director



## Ordinance 21-2024

11508 Braun Road Comprehensive Plan Amendment; CPA-24-1

The Village Board for the Village of Mount Pleasant, Racine County, Wisconsin, ordains that:

**WHEREAS**, Rich Brittingham, RLA, Associate Vice President, Business Unit Manager at Dewberry, on behalf of and with permission from Microsoft Corporation, applied to change the Transportation Element of the ***Multi-Jurisdictional Comprehensive Plan for Racine County: 2035 (the Plan)*** for a proposed roadway extension of International Drive from Durand Avenue (*STH 11*) to Braun Road;

**WHEREAS**, per the Plan Amendment Procedures as outlined in CHAPTER XV – IMPLEMENTATION ELEMENT of the Plan, the Plan Commission directed Village staff to 1) send a copy of the proposed plan amendment and its report to all adjacent local governments and the other parties listed in Wis. STATS. § 66.1001(4)(B) and to nonmetallic mine operators and other persons listed in Wis. STATS. § 66.1001(4)(E); and, 2) schedule a public hearing on the proposed amendment with the Village Board with the publishing of a Class 1 notice at least 30 days before the public hearing and containing information required under Wis. STATS. § 66.1001(4)(D);

**WHEREAS**, the Village Board held a duly noticed public hearing on the proposed amendment on October 14, 2024, following the procedures outlined in Wis. STATS. § 66.1001(4)(O);

**WHEREAS**, the Plan Commission approved ***Resolution 17-2024: 11508 Braun Road Comprehensive Plan Amendment; CPA-24-1;***

**WHEREAS**, the amendment is consistent with the goals, objectives, and policies of the Plan;

**WHEREAS**, the amendment will not lead to any detrimental environmental effects;

**WHEREAS**, the amendment is compatible with surrounding land uses;

**WHEREAS**, the existing local and county facilities and services are adequate to serve the type of development associated with the amendment;

**WHEREAS**, the proposed amendment will enhance economic development within the county;

**WHEREAS**, the proposed amendment substantially agrees with the recommendations of the regional land use plan; and

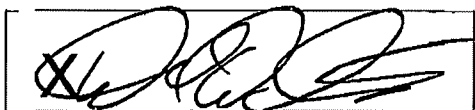
**NOW, THEREFORE**, under Wis. STATS. § 66.1001(4)(c), the Mount Pleasant Village Board approves Ordinance 21-2024 amending the ***Multi-Jurisdictional Comprehensive Plan for Racine County: 2035*** as shown in ATTACHMENT A.

**FURTHERMORE**, the Village Board directs the Village Clerk to send a copy of this ordinance and the amendment to the parties listed in Wis. STATS. § 66.1001(4)(B).

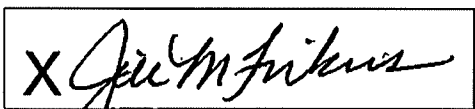
*The Village Board adopted this Ordinance on November 11, 2024.*

Ayes 6      Noes 0      Absent 0

# The Village of Mount Pleasant, Racine County, Wisconsin

A handwritten signature in black ink, appearing to read 'David DeGroot', enclosed within a rectangular box. A horizontal line extends from the right side of the signature.

David DeGroot  
President

A handwritten signature in black ink, appearing to read 'Jill Fikus', enclosed within a rectangular box. The signature begins with a large 'X'.

Jill Fikus  
Clerk

Attachment A

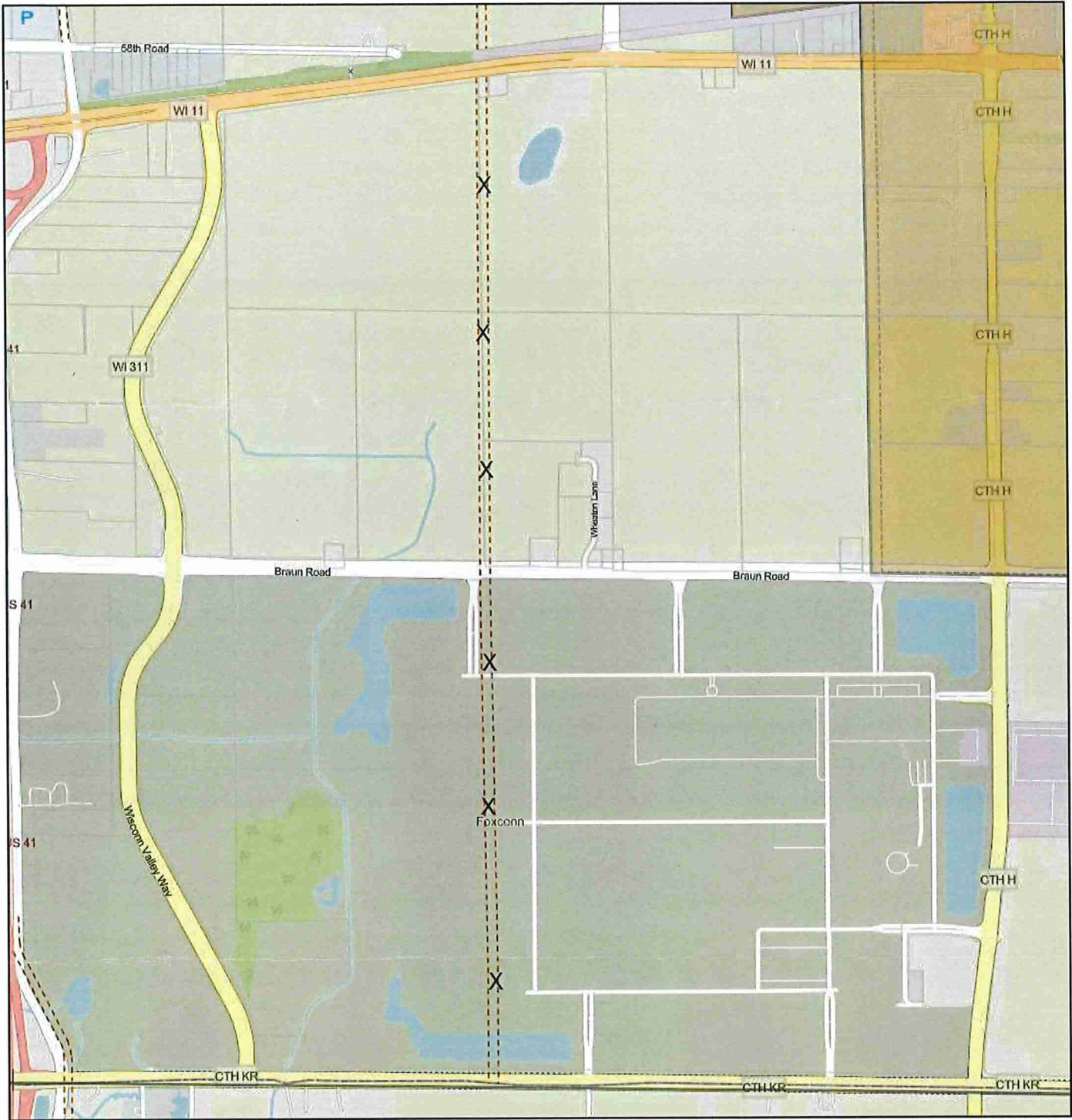


Figure 0:1, Remove International Drive extension between Durand Avenue (STH 11) and County Line Road (CTH KR).



Figure 0:2, Remove International Drive extension between Louis Sorenson Road and Durand Avenue to reflect the final location of the roadway.

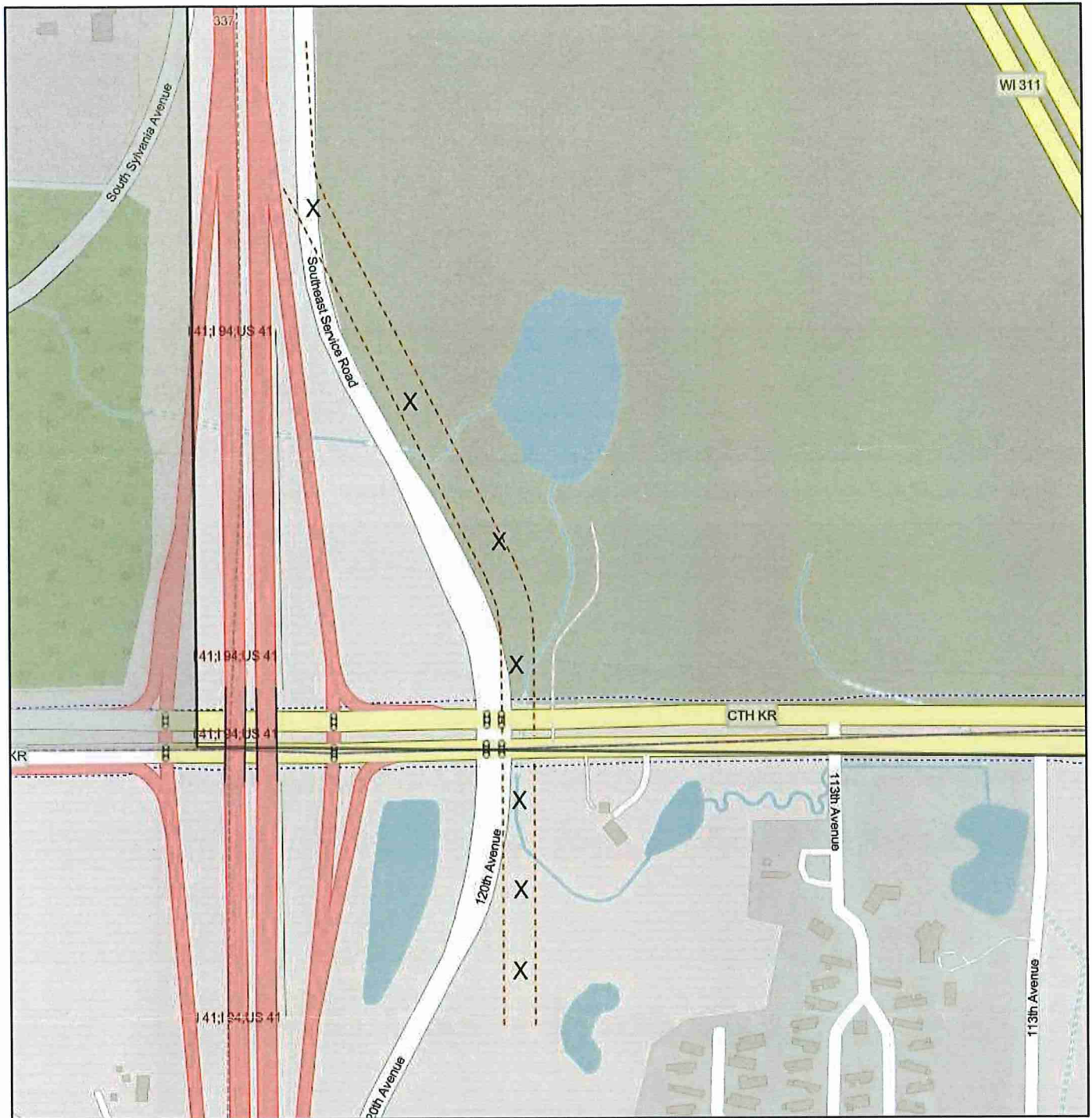


Figure 0:3, Remove the SE Service Road connection shown at its intersection with CTH KR to reflect the final location of the roadway.

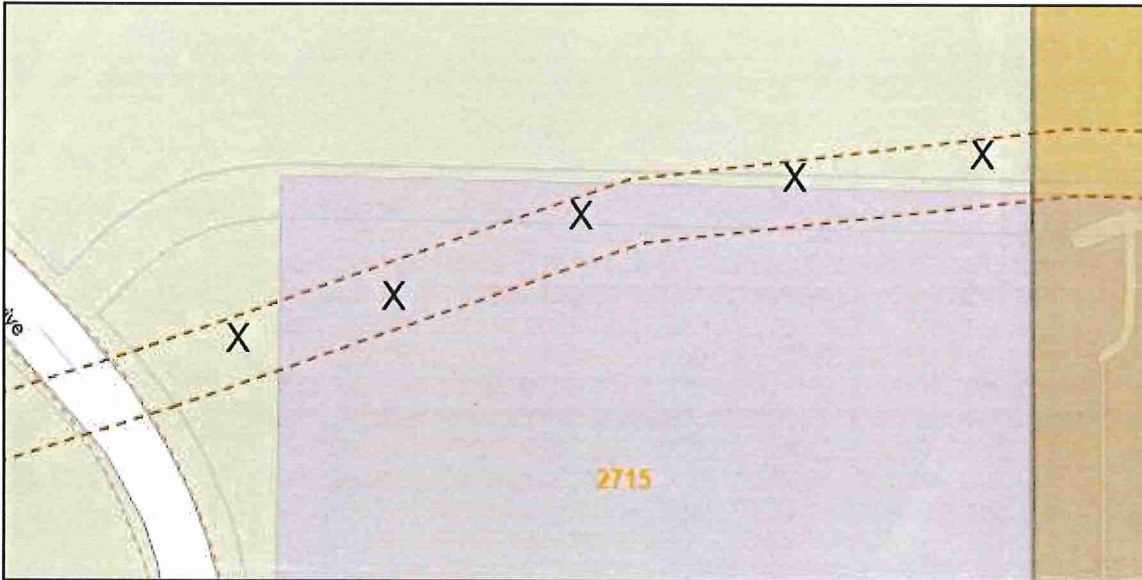


Figure 0:4, Remove the Enterprise Drive extension east of International Drive to reflect the final location of the roadway.



Figure 0:5, Remove the extension of Enterprise Drive west of International Drive to keep roadway flexibility within the TID 5 north area.

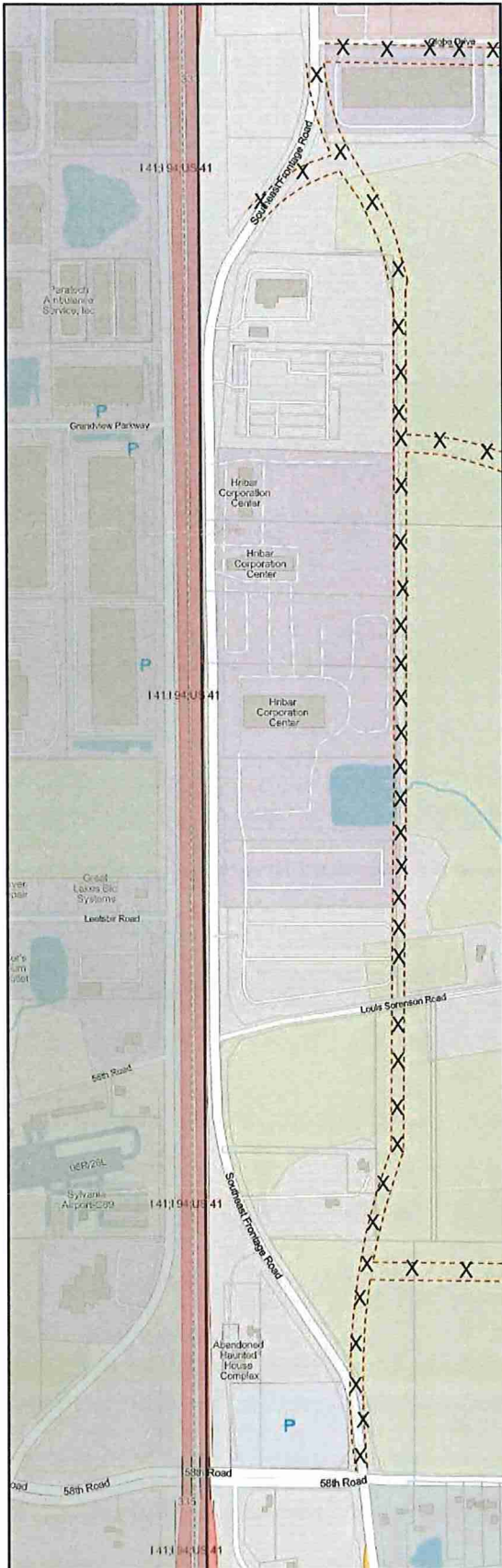


Figure 0:6, Remove realigned SE Frontage Road to reflect ongoing discussions with WisDOT regarding the necessity of the realigned roadway, which creates a series of double-frontage lots.

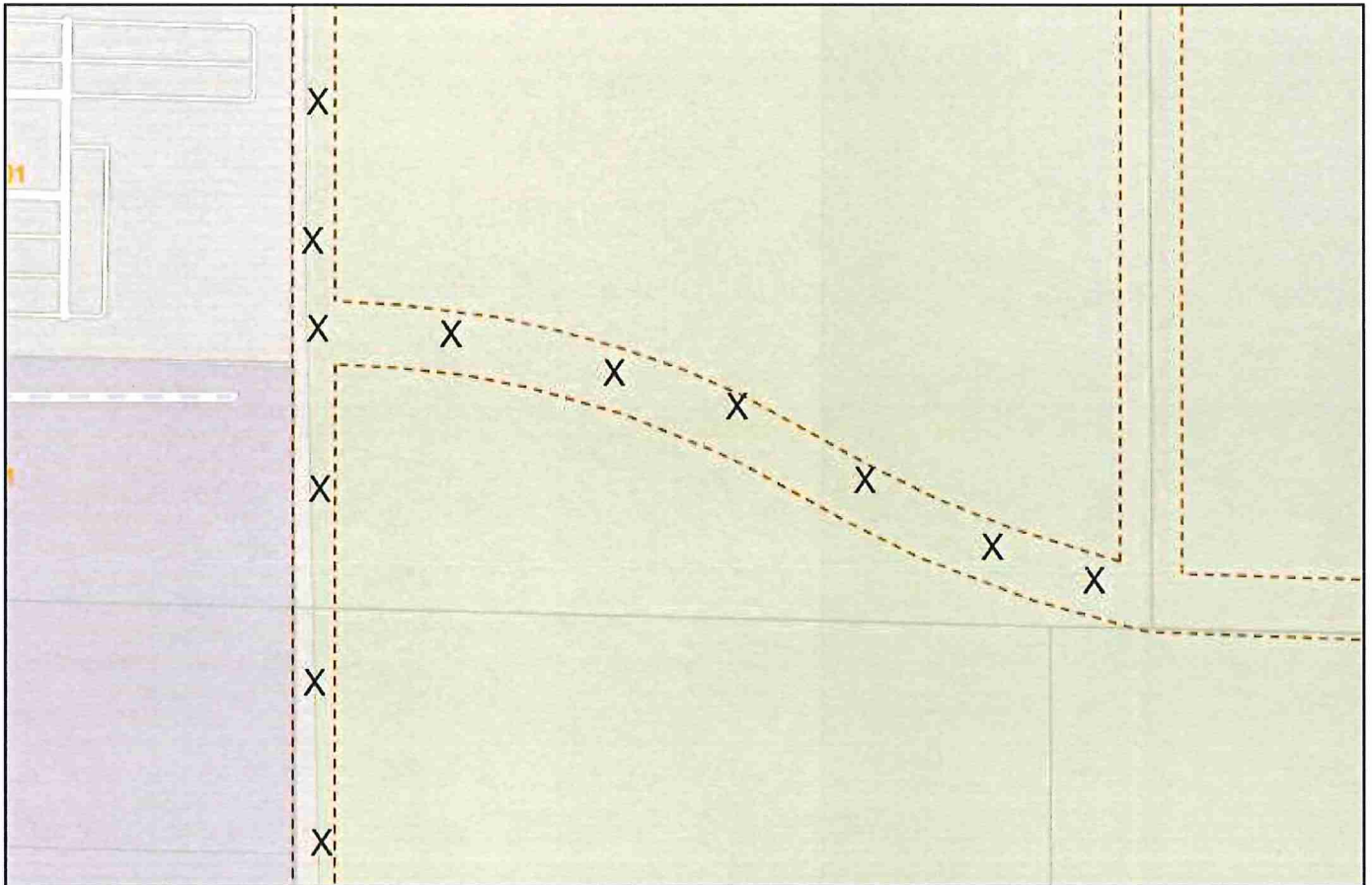


Figure 0:7, Remove the extension of Nations Drive between Carrington Boulevard and realigned SE Frontage Road due to the removal of realigned SE Frontage Road.

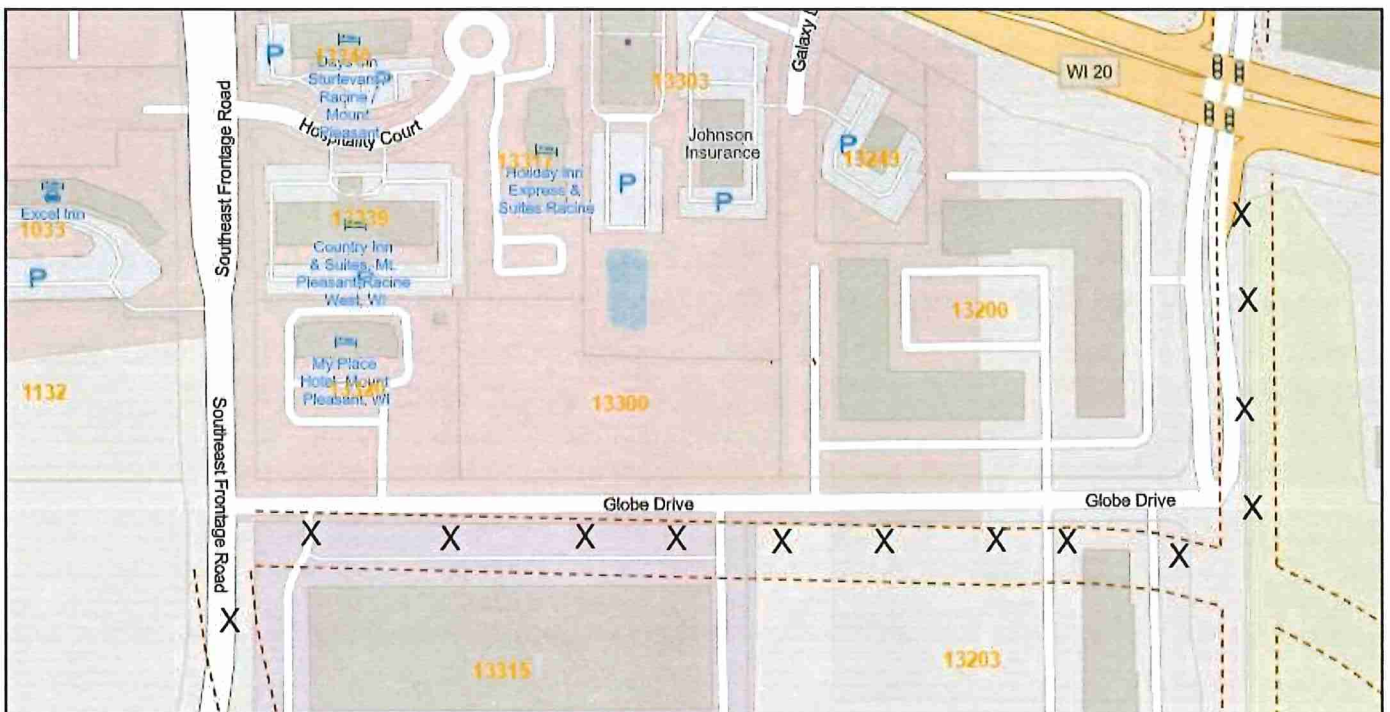


Figure 0:8, Remove the Globe Drive and Carrington Boulevard extensions to reflect the final locations of the roadways.

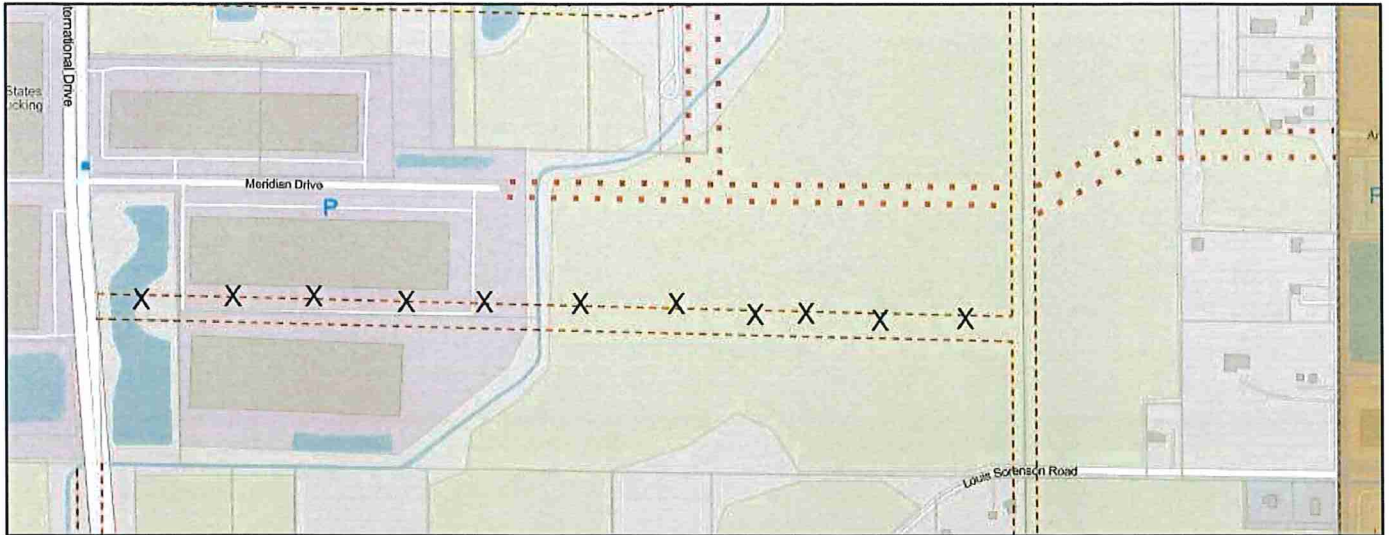


Figure 0:9, Amend the location of Meridian Drive to reflect the final location of the roadway east of International Drive extending towards Amerigo Drive in Sturtevant per the adopted TID 3 project plan.

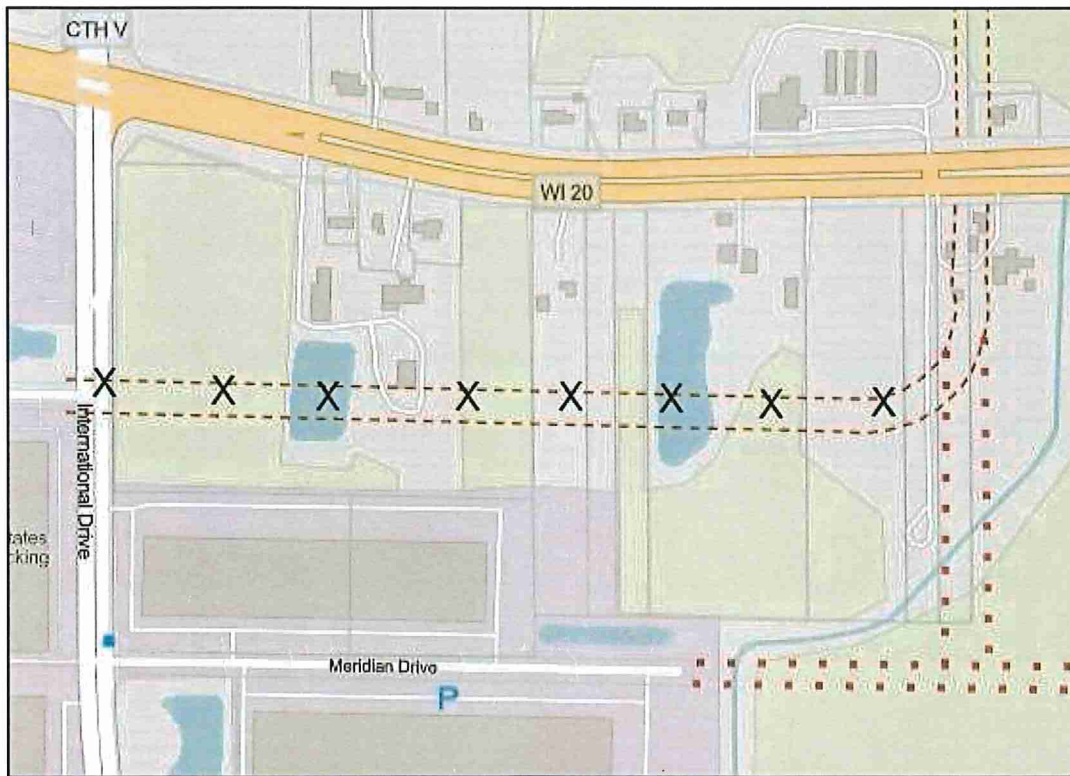


Figure 0:10, Amend the location of the new roadway, identified as C Street in the TID 3 project plan, to extend straight south to Meridian Drive from the current shown intersection with Washington Avenue (STH 20).



[www.somers.org](http://www.somers.org)

P.O. Box 197, Somers, WI 53171 • PH: (262) 859-2822 • FAX: (262) 859-2331

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

---

**MEETING DATE:** February 25<sup>th</sup>, 2025

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

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

**AGENDA ITEM:** #7 Action on Proposed Resolution 2025-003, a Resolution to amend the 2025 Budget to reference updated Capital Improvement Plan projects for 2025 (Storm Water - Neumiller Phase II allocation to the Gitzlaff Phase II allocation)

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**BACKGROUND:**

Since 2021 Root Pike Win has been working as the Village's agent to complete Phase II of both projects. The Board has set aside money in our storm water CIP for both projects. In 2025 CIP, \$40,000 was set aside for Neumiller phase II and \$31,711 for Gitzlaff Phase II. The \$31,711 is carry over from the \$50,000 that was set aside in past CIP budgets.

In January the projects were noticed for bid and were opened on February 3<sup>rd</sup>, 2025. The low responsible bidder was C.W. Purpero out of Oak Creek, Wisconsin at \$196,886.

Root Pike Win has provided a summary of the funding for the projects.

| ORIGINAL CONSTRUCTION BUDGET |                  |                   |                   |
|------------------------------|------------------|-------------------|-------------------|
|                              | Neumiller        | Gitzlaff          | TOTAL             |
| GLC                          | \$ 56,062        | \$ -              |                   |
| Enroth                       | \$ 21,000        | \$ -              |                   |
| USFWS 1                      | \$ -             | \$ 80,000         |                   |
| USFWS 2                      | \$ -             | \$ 25,000         |                   |
| Somers                       | \$ -             | \$ 40,000         |                   |
|                              | <b>\$ 77,062</b> | <b>\$ 145,000</b> | <b>\$ 222,062</b> |

| PROJECTED CONSTRUCTION EXPENSES |                  |                   |                   |
|---------------------------------|------------------|-------------------|-------------------|
|                                 | Neumiller        | Gitzlaff          | TOTAL             |
| Base Bid                        | \$ 42,007        | \$ 112,904        | <b>\$ 154,911</b> |
| Alternate                       | \$ -             | \$ 41,975         | <b>\$ 41,975</b>  |
|                                 | <b>\$ 42,007</b> | <b>\$ 154,879</b> | <b>\$ 196,886</b> |
| difference                      | \$ 35,055        | \$ (9,879)        | \$ 25,176         |

| NEW CONSTRUCTION BUDGET |                  |                   |                   |
|-------------------------|------------------|-------------------|-------------------|
|                         | Neumiller        | Gitzlaff          | TOTAL             |
| GLC                     | \$ 31,085        | \$ -              |                   |
| Enroth                  | \$ 10,922        | \$ 10,078         |                   |
| USFWS 1                 | \$ -             | \$ 80,000         |                   |
| USFWS 2                 | \$ -             | \$ 25,000         |                   |
| Somers                  | \$ -             | \$ 31,750         |                   |
|                         | <b>\$ 42,007</b> | <b>\$ 146,828</b> | <b>\$ 188,835</b> |
| CWP Bid                 |                  | <b>\$ 154,879</b> |                   |
| Difference              |                  | <b>\$ (8,051)</b> |                   |

As previously noted, the funds from Neumiller Woods Phase II are from private foundations and remain active. As noted above, the Village has set aside \$31,750 for Gitzlaff Phase II. As funds have been allocated and the Neumiller portion will be covered, Staff would request that the remaining \$8,051 be moved from the Neumiller allocation to the Gitzlaff phase II budget.

#### PRIOR ACTION TAKEN:

The Storm Water Utility approved awarding the bid to C.W. Purpero out of Oak Creek, Wisconsin on February 19<sup>th</sup>. The Village Board reviewed the CIP amendment request at our February 19<sup>th</sup> Work Session.

#### SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Staff would recommend approval of Resolution 2025-003. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

*“Motion to approve Proposed Resolution 2025-003, a Resolution to amend the 2025 Budget to reference updated Capital Improvement Plan projects for 2025 (Storm Water - Neumiller Phase II allocation to the Gitzlaff Phase II allocation)”*

ATTACHMENTS:

Updated Consolidated 2025 CIP

Resolution 2025-003

Updated Exhibit A

## 2025 Consolidated CIP

Page 1

| 2025 Consolidated CIP                                             |                                |  |                            |                              |                              |                                   |                          |                        |                 |           |           |            | Page 1                                           |
|-------------------------------------------------------------------|--------------------------------|--|----------------------------|------------------------------|------------------------------|-----------------------------------|--------------------------|------------------------|-----------------|-----------|-----------|------------|--------------------------------------------------|
|                                                                   |                                |  |                            |                              |                              |                                   | Use of funds             |                        |                 |           |           |            |                                                  |
|                                                                   | 2025 total proposed CIP budget |  | 2025 proposed General fund | 2025 proposed Sewer fund CIP | 2025 proposed Water fund CIP | 2025 proposed Stormwater fund CIP | 2025 proposed TID #1 CIP | Carried over from 2024 | 2023A borrowing | 2025 cash | 2026 cash | ARPA funds | Use of carry over funds from previous borrowings |
| General fund:                                                     |                                |  |                            |                              |                              |                                   |                          |                        |                 |           |           |            |                                                  |
| Paving:                                                           |                                |  |                            |                              |                              |                                   |                          |                        |                 |           |           |            |                                                  |
| 37th Ave. (CTH A to 6th Pl.) Pets Sub. , Paser Rating = 2         | \$71,634                       |  | 71,634                     |                              |                              |                                   |                          |                        | 71,634          |           |           |            |                                                  |
| 6th Place (37th Ave. to 39th Ave.) Pets Sub. PASER Rating = 2     | \$31,000                       |  | 31,000                     |                              |                              |                                   |                          |                        | 31,000          | -         |           |            |                                                  |
| 39th Ave. (6th Pl. to Cul-De-Sac) Pets Sub. PASER Rating = 2      | \$57,400                       |  | 57,400                     |                              |                              |                                   |                          |                        | 57,400          |           |           |            |                                                  |
| 39th Ave. (6th Pl. to 5th Pl.) Pets Sub. PASER Rating =2          | \$85,400                       |  | 85,400                     |                              |                              |                                   |                          |                        | 85,400          |           |           |            |                                                  |
| 5th Place (39th Ave. to Cul-De-Sac) Pets Sub. PASER Rating = 2    | \$61,700                       |  | 61,700                     |                              |                              |                                   |                          |                        | 61,700          |           |           |            |                                                  |
| 5th Place (39th Ave. to 4204, 6th St.) Pets Sub. PASER Rating = 2 | \$120,000                      |  | 120,000                    |                              |                              |                                   |                          |                        | 120,000         |           |           |            |                                                  |
| 6th Street (6th Street to Termination) Pets Sub. PASER Rating = 2 | \$30,000                       |  | 30,000                     |                              |                              |                                   |                          |                        | 30,000          | -         |           |            |                                                  |
|                                                                   | \$457,134                      |  | 457,134                    |                              | -                            | -                                 |                          | -                      | 457,134         | -         | -         |            | -                                                |
| Public works:                                                     |                                |  |                            |                              |                              |                                   |                          |                        |                 |           |           |            |                                                  |
| Trench Box                                                        | \$15,000                       |  | \$15,000                   |                              |                              |                                   |                          |                        |                 | \$15,000  |           |            |                                                  |
| GIS                                                               | \$15,000                       |  | 15,000                     |                              |                              |                                   |                          |                        |                 | \$15,000  |           |            |                                                  |
| Bucket Truck                                                      | \$250,000                      |  | \$250,000                  |                              |                              |                                   |                          | 55,000                 | \$55,000        | 195,000   |           |            |                                                  |
|                                                                   | \$280,000                      |  | \$280,000                  |                              |                              |                                   |                          | -                      | \$55,000        | 225,000   | -         |            |                                                  |
| Parks:                                                            |                                |  |                            |                              |                              |                                   |                          |                        |                 |           |           |            |                                                  |
|                                                                   | -                              |  | -                          |                              |                              |                                   |                          |                        |                 | -         | -         |            |                                                  |
|                                                                   | -                              |  | -                          |                              |                              |                                   |                          |                        |                 | -         | -         |            |                                                  |
|                                                                   | -                              |  | -                          |                              |                              |                                   |                          | -                      |                 | -         | -         |            |                                                  |
| Public Safety:                                                    |                                |  |                            |                              |                              |                                   |                          |                        |                 |           |           |            |                                                  |
| Turnout Gear                                                      | 150,000                        |  | 150,000                    |                              |                              |                                   |                          |                        |                 | 150,000   | -         |            |                                                  |
| Fire Hose Replacement                                             | 15,000                         |  | 15,000                     |                              |                              |                                   |                          |                        |                 | 15,000    | -         |            |                                                  |
| CO2 Meters                                                        | 12,000                         |  | 12,000                     |                              |                              |                                   |                          |                        |                 | 12,000    | -         |            |                                                  |
| Dispatch Software                                                 | 12,500                         |  | 12,500                     |                              |                              |                                   |                          |                        |                 | 12,500    | -         |            |                                                  |
| Gym Equipment                                                     | 15,000                         |  | 15,000                     |                              |                              |                                   |                          |                        |                 | 15,000    | -         |            |                                                  |
| Station #2 Architectue                                            | 50,000                         |  | 50,000                     |                              |                              |                                   |                          |                        |                 | 50,000    | -         |            |                                                  |
|                                                                   |                                |  | -                          |                              |                              |                                   |                          | -                      |                 | -         | -         |            |                                                  |
|                                                                   | 254,500                        |  | 254,500                    |                              | -                            | -                                 |                          | -                      | -               | 254,500   | -         |            | -                                                |
| Administration:                                                   |                                |  |                            |                              |                              |                                   |                          |                        |                 |           |           |            |                                                  |
| Website upgrade                                                   | 5,000                          |  | 5,000                      |                              |                              |                                   |                          |                        |                 | 5,000     |           |            |                                                  |
| Fire Department Lobby                                             | 25,000                         |  | 25,000                     |                              |                              |                                   |                          |                        |                 | 25,000    |           |            |                                                  |
| Replacement Computer Plan                                         | 20,000                         |  | 20,000                     |                              |                              |                                   |                          |                        |                 | 20,000    |           |            |                                                  |
| Electronic Speed Signs                                            | 15,000                         |  | 15,000                     |                              |                              |                                   |                          |                        |                 | 15,000    |           |            |                                                  |
| Village Buildings HVAC Repairs                                    | 10,000                         |  | 10,000                     |                              |                              |                                   |                          |                        |                 | 10,000    | -         |            |                                                  |
| Banners                                                           | 3,500                          |  | 3,500                      |                              |                              |                                   |                          |                        |                 | 3,500     |           |            |                                                  |
|                                                                   | 78,500                         |  | 78,500                     |                              | -                            | -                                 |                          | -                      | -               | 78,500    | -         |            | -                                                |
| TOTAL GENERAL FUND                                                | \$1,070,134                    |  | 1,070,134                  |                              | -                            | -                                 |                          | -                      | 512,134         | 558,000   | -         |            | -                                                |
| Sewer fund:                                                       |                                |  |                            |                              |                              |                                   |                          |                        |                 |           |           |            |                                                  |
|                                                                   |                                |  |                            |                              | -                            |                                   |                          |                        |                 | -         | -         |            |                                                  |
|                                                                   |                                |  |                            |                              | -                            |                                   |                          |                        |                 | -         | -         |            |                                                  |
| I&I Replacement/Repaid Program                                    | 250,000                        |  | 250,000                    |                              |                              |                                   |                          |                        |                 | 250,000   | -         |            |                                                  |
|                                                                   | -                              |  | -                          |                              |                              |                                   |                          |                        |                 | -         | -         |            |                                                  |
| TOTAL SEWER FUND                                                  | 250,000                        |  | 250,000                    |                              | -                            | -                                 |                          | -                      | -               | 250,000   | -         |            | -                                                |
| Water fund: updated 6/20/24                                       |                                |  |                            |                              |                              |                                   |                          |                        |                 |           |           |            |                                                  |
| Water Meter AMR Program                                           |                                |  |                            |                              | -                            |                                   |                          |                        |                 |           |           |            | -                                                |
| TOTAL WATER FUND                                                  | -                              |  |                            |                              | -                            | -                                 |                          | -                      | -               | -         | -         |            | -                                                |
| Storm water fund: updated 6/20/24                                 |                                |  |                            |                              |                              |                                   |                          |                        |                 |           |           |            |                                                  |
| Greenbay Road Mueller parcel                                      | 40,000                         |  |                            |                              |                              | 40,000                            |                          | 40,000                 |                 | 40,000    | -         |            |                                                  |
| Gitzlaff Phase II                                                 | 39,762                         |  |                            |                              |                              | 39,762                            |                          | 31,711                 |                 | 39,762    | -         |            |                                                  |
| Neumiller Woods Phase II                                          | 21,949                         |  |                            |                              |                              | 21,949                            |                          |                        |                 | 21,949    |           |            |                                                  |
| Davis Culvert                                                     | 40,000                         |  |                            |                              |                              | 40,000                            |                          | 40,000                 |                 | 40,000    |           |            |                                                  |
| 4th Street Culvert Replacement                                    | 71,600                         |  |                            |                              |                              | 71,600                            |                          | 58,000                 |                 | 71,600    |           |            |                                                  |
| 1/2 of Strand's Grant Money                                       | 40,500                         |  |                            |                              |                              | 40,500                            |                          |                        |                 | 40,500    |           |            |                                                  |
| TOTAL STORM WATER FUND                                            | 253,811                        |  |                            |                              | -                            | 253,811                           |                          | 169,711                | -               | 253,811   | -         |            |                                                  |
| TID#1:                                                            |                                |  |                            |                              |                              |                                   |                          |                        |                 |           |           |            |                                                  |
|                                                                   | -                              |  |                            |                              |                              |                                   |                          |                        |                 |           |           |            |                                                  |
| TOTAL TID #1 FUND                                                 | -                              |  |                            |                              | -                            | -                                 | -                        | -                      | -               | -         | -         |            |                                                  |
| TOTAL                                                             | \$1,573,945                    |  | 1,070,134                  | 250,000                      | -                            | 253,811                           | -                        | 169,711                | 512,134         | 1,061,811 | -         |            | -                                                |

5/28/2002

842200





27/51



| Project                | Departments Involved |          |       |       |       |      |    | Impr<br>Year | Cost<br>Estimate | Funding  |               |        |        |        |        |             |            | 2023        | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | Total | Notes |
|------------------------|----------------------|----------|-------|-------|-------|------|----|--------------|------------------|----------|---------------|--------|--------|--------|--------|-------------|------------|-------------|------|------|------|------|------|------|------|-------|-------|
|                        | Streets              | Sanitary | Water | Storm | Parks | Fire | PW | Admin        | Priority         | Tax Levy | Sewer Utility | TID #1 | TID #2 | TID #3 | TID #4 | Pot SW Util | Pot Donors | Pot Asm/Dev |      |      |      |      |      |      |      |       |       |
|                        |                      |          |       |       |       |      |    |              |                  |          |               |        |        |        |        |             |            |             |      |      |      |      |      |      |      |       |       |
|                        |                      |          |       |       |       |      |    |              |                  |          |               |        |        |        |        |             |            |             |      |      |      |      |      |      |      |       |       |
| Sanitary Utility       |                      |          |       |       |       |      |    |              |                  |          |               |        |        |        |        |             |            |             |      |      |      |      |      |      |      |       |       |
| Total Sanitary Utility |                      |          |       |       |       |      |    |              |                  |          |               |        |        |        |        |             |            |             | \$0  | \$0  | \$0  | \$0  | \$0  | \$0  | \$0  | \$0   |       |
| Water Utility          |                      |          |       |       |       |      |    |              |                  |          |               |        |        |        |        |             |            |             |      |      |      |      |      |      |      | \$0   |       |
| Total Water Utility    |                      |          |       |       |       |      |    |              |                  |          |               |        |        |        |        |             |            |             | \$0  | \$0  | \$0  | \$0  | \$0  | \$0  | \$0  | \$0   |       |
|                        |                      |          |       |       |       |      |    |              |                  |          |               |        |        |        |        |             |            |             |      |      |      |      |      |      |      |       |       |
| TOTAL CIP - TID #2     |                      |          |       |       |       |      |    |              |                  |          |               |        |        |        |        |             |            |             | \$0  | \$0  | \$0  | \$0  | \$0  | \$0  | \$0  | \$0   |       |

GRANT: 2018-006, 2018-007 (Phase 2), 2020-033, 2021-001, 2021-007, 2022-005, 2022-015

2018-006 - no revenue in balance, \$2,422.95 expenses balance  
2018-007 - no revenue in balance, \$3,081.50 expenses balance  
2020-033 - \$138,000 revenue balance, \$133,470.23 expenses balance  
2021-001 - no balance left in revenue or expenses (Activity = \$5,000 revenue & \$7,145.00 expenses)  
2021-007 - no balance left in revenue or expenses (Activity = \$5,000 revenue & \$3,159.25 expenses)  
2022-005 - no balance left in revenue or expenses (Activity = \$5,000 revenue & \$7,482.25 expenses)  
2022-015 - NOT IN BS&A

842200

31/51

32/51

33/51

842200

842200

842200

842200

842200

**Village of Somers**

**RESOLUTION NO. 2025-003**

**A RESOLUTION TO AMEND THE 2025 VILLAGE OF SOMERS  
BUDGET TO REFERENCE UPDATED CAPITAL IMPROVEMENT PLAN  
PROJECTS FOR 2025**

WHEREAS, the Village Board adopted a 2025 CIP Budget;

WHEREAS, there is a need to update the Capital Projects Plan to determine which capital projects and capital equipment purchases should go forward; and

WHEREAS, the Village Board has reviewed changes that need to be made to reference capital projects and capital equipment purchases that the Village Board wishes to move forward with in 2025; and

NOW THEREFORE, the Village Board of the Village of Somers, Kenosha County, Wisconsin does hereby resolve:

1. That the Amended 2025 Capital Projects Plan for the Village of Somers as set forth in Exhibit A, which is attached hereto and incorporated herein, is authorized and approved.

Dated this \_\_\_\_\_ day of February 2025

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

\_\_\_\_\_  
Wendy Burnette, Clerk-Treasurer

2/3 vote required



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

---

**MEETING DATE:** February 25<sup>th</sup>, 2025

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

**PREPARED BY:** Kevin Poirier, Assistant Administrator

**AGENDA ITEM:** #8a Discussion and possible action on Change Order #1 from Payne and Dolan in the amount of \$9,160.50 for the intersection of the Multi-Use Trail and 13<sup>th</sup> Avenue, a part of the 2024 Roadway Improvements Program (13<sup>th</sup> Avenue and 16<sup>th</sup> Place).

#8b Discussion and possible action on request for partial payment #1 from Payne and Dolan in the amount of \$458,611.32 for the 2024 Roadway Improvements Program (13<sup>th</sup> Avenue and 16<sup>th</sup> Place).

---

**BACKGROUND:**

On June 25<sup>th</sup>, 2024 the Village Board awarded the bid for the 2024 Roadway Improvements Program (13<sup>th</sup> Avenue and 16<sup>th</sup> Place) to Payne & Dolan, Inc. in the amount of \$484,100.00.

Following our Public Information Meeting held June 27, concerns were brought up about the safety of the intersection of 13<sup>th</sup> Avenue and the County Multi-Use Trail by a Somers resident.

Village staff, President Stoner, representatives of the Payne and Dolan and County staff met to discuss the intersection and agreed that the intersection should be changed and instead of doing having to tear the pavement at a later date, the paving project was the time to fix the intersection at minimal cost. A change order for the project was drafted Sept. 26, 2024 with the additional cost to be split equitably between the Village of Somers and Kenosha County.

The contractor billed Kenosha County for \$40,475.00. The Village was build for the grading at the intersection, which came out to \$9,160.50.

Payne & Dolan, Inc. has submitted its 1<sup>st</sup> request for partial payment in the amount of \$458,611.32.

**PRIOR ACTION TAKEN:**

This matter has not been reviewed previously by the Board.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

The project was substantially completed in November. The Village engineer will be doing a walkthrough in the spring to make sure restoration was completed. In the event that the Village Board agrees with the suggested action, a suggested motions to approve would be as follows:

*8a      “Motion to approve Change Order #1 from Payne and Dolan in the amount of \$9,160.50 for the intersection of the Multi-Use Trail and 13th Avenue, a part of the 2024 Roadway Improvements Program.”*

*8b      “Motion to approve request for partial payment #1 from Payne and Dolan in the amount of \$458,611.32 for work on the 2024 Roadway Improvements Program (13th Avenue and 16th Place)”*

ATTACHMENTS:

2024 Roadway Improvements – Change Order #1

Kenosha County Change Order

2024 Roadway Improvements - Payment Recommendation

00 63 63

CHANGE ORDER #1

**PROJECT:** 2024 Roadway Improvements

**OWNER:** Village of Somers  
7511 12<sup>th</sup> St.  
Somers, WI 53171

**CONTRACTOR:** Payne & Dolan, Inc.  
1700 120<sup>th</sup> Avenue  
Kenosha, WI 53144

**DATE OF ISSUANCE:** November 19, 2024

**ENGINEER:** Baxter & Woodman, Inc.  
256 S. Pine St.  
Burlington WI, 53105

**ENGINEER's Project No.** 2400374.00

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

**Description:** Additional roadway grading on 13<sup>th</sup> Avenue at the revised bike trail. Time & Material.

**Purpose of Change Order:** Revisions to the bike trail crossing required additional roadway grading to achieve a good ride quality and proper drainage.

**Attachments:** Time & Material breakdown from the Contractor.

| CHANGE IN CONTRACT PRICE:              |              | CHANGE IN CONTRACT TIME:              |                  |
|----------------------------------------|--------------|---------------------------------------|------------------|
| Original Contract Price:               | \$484,100.00 | Original Contract Time:               |                  |
|                                        |              | Substantial Completion:               | November 8, 2024 |
|                                        |              | Completion:                           | January 31, 2025 |
| Previous Change Orders:                |              | Change from previous Change Orders:   | None             |
| No. - to No. 1                         | \$0.00       |                                       |                  |
| Current Contract Price:                | \$484,100.00 | Current Contract Time:                |                  |
|                                        |              | Substantial Completion:               | November 8, 2024 |
|                                        |              | Completion:                           | January 31, 2025 |
| Net increase of this Change Order:     | \$9,160.50   | Net Increase of this Change Order:    | None             |
| Contract Price with this Change Order: | \$493,260.50 | Contract Time with this Change Order: |                  |
|                                        |              | Substantial Completion:               | November 8, 2024 |
|                                        |              | Completion:                           | January 31, 2025 |

**PREPARED BY:**  
BAXTER & WOODMAN, INC.

**APPROVED:**  
VILLAGE OF SOMERS, WI

**ACCEPTED:**  
Payne & Dolan, Inc.

By Brett D. Biwer  
Brett D. Biwer, P.E.  
Project Manager

By George Stoner  
George Stoner  
Village President

By Todd B Hughes  
Todd B. Hughes  
Vice President

Payne & Dolan

w

Payne + Dolan

A WALBECC COMPANY

Project Manager:Shane Hollerich

Cell: (262) 366-5304

Project / Job #: V/O Somers 2024

Date of Work: 10/21/2024

Description of Work: T&M

Labor:

| Hours:        | Description:        | Unit Rate: | Total:     |
|---------------|---------------------|------------|------------|
| 0.00          | Surveyor with Tools |            |            |
| 4.00          | Foreman             | \$110.00   | \$440.00   |
| 19.50         | Operator            | \$99.00    | \$1,930.50 |
| 0.00          | Laborer             |            |            |
| 0.00          | Flagger             |            |            |
| Labor Total = |                     |            | \$2,370.50 |

Equipment:

| Hours:            | Description:            | Unit Rate: | Total:     |
|-------------------|-------------------------|------------|------------|
| 4.00              | Pickup Truck with Tools | \$ 70.00   | \$280.00   |
| 4.00              | Water Truck w/ Trailer  | \$ 75.00   | \$300.00   |
| 0.00              | 10' Paver               |            |            |
| 0.00              | 8' Paver                |            |            |
| 0.00              | Large Roller            |            |            |
| 0.00              | Midsize Roller          |            |            |
| 8.00              | Grade Roller            | \$ 95.00   | \$760.00   |
| 0.00              | Sheepsfoot Roller       |            |            |
| 5.00              | Skid Steer              | \$ 80.00   | \$400.00   |
| 10.00             | Loader                  | \$ 80.00   | \$800.00   |
| 4.00              | Grader                  | \$ 225.00  | \$900.00   |
| 0.00              | Shoulder Machine        |            |            |
| 0.00              | 7'-8' Milling Machine   |            |            |
| 0.00              | 4' Milling Machine      |            |            |
| 0.00              | 2' Milling Machine      |            |            |
| 0.00              | Pulverizer              |            |            |
| 0.00              | Pickup Broom            |            |            |
| 10.00             | Lowboy                  | \$ 100.00  | \$1,000.00 |
| 2.00              | Dozer                   | \$ 135.00  | \$270.00   |
| 4.00              | Small Backhoe           | \$ 145.00  | \$580.00   |
| 0.00              | Large Backhoe           |            |            |
| 10.00             | Quad Axle Trucks        | \$ 150.00  | \$1,500.00 |
| Equipment Total = |                         |            | \$6,790.00 |

Material:

| Quantity:        | Units: | Description: | Unit Rate: | Total: |
|------------------|--------|--------------|------------|--------|
|                  | Tons   |              |            | \$0.00 |
|                  |        |              |            | \$0.00 |
| Material Total = |        |              |            | \$0.00 |

Subcontractors:

| Description:                | Total:                    |
|-----------------------------|---------------------------|
| None                        | \$0.00                    |
| 10 % Markup on Subcontracts | \$0.00                    |
|                             | <hr/>                     |
|                             | Subcontract Total = <hr/> |
|                             | \$0.00                    |
|                             | <hr/>                     |
|                             | Invoice Total = <hr/>     |
|                             | \$9,160.50                |

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## PROPOSAL

**SUBMITTED TO:**

Plan Holder

**DATE:** September 26<sup>th</sup>, 2024

**PHONE:**

**FAX:**

**JOB NAME:** V/O Somers 2024 CO 1

**JOB LOCATION:** Kenosha, WI

**PLAN DATE:** N/A

---

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

### Change Order 1

#### Bike Path

- Remove existing curb along approximately 125 LF.
- Excavate for new curb along approximately 125 LF.
- Place new curb along approximately 125 LF.
- Backfill new curb.
- Remove previous sidewalk per plans and excavate for new sidewalk.
- Place 8" of 1 1/4" Dense Grade Aggregate under new sidewalk.
- Fine Grade for the sidewalk.
- Place 4" of 5LT 58-28S HMA.
- Provide topsoil and seed for area between sidewalk and new curb.

**Proposal Total: \$40,475.00**

#### Job Specific Notes:

- The above work includes the area on the plans and up to 125 LF of curb to be removed and replaced.

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

*Thank you!*

---

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

IF THIS PROPOSAL IS NOT ACCEPTED AND RETURNED WITHIN **10 DAYS** FROM THE DATE OF THIS PROPOSAL OR IF THE WORK IS NOT COMPLETED BY **OCTOBER 15, 2023**, PAYNE & DOLAN, INC. RESERVES THE RIGHT TO WITHDRAW THE PROPOSAL OR MODIFY THE TERMS OF THE PROPOSAL/CONTRACT.

PRIOR TO PAYNE & DOLAN, INC. BEGINNING WORK UNDER THIS CONTRACT, OWNER/CONTRACTOR SHALL PROVIDE EVIDENCE THAT THE FOLLOWING PAYMENT TERM IS MET OR PAID AND IS ACCEPTABLE TO PAYNE & DOLAN, INC. TO FULFILL THEIR OBLIGATIONS UNDER THIS CONTRACT: **CONTRACT PAYMENT SCHEDULE**

PLEASE CALL SARAH BALDRIDGE AT (262) 859-3251 TO GET APPROVAL ON YOUR PROPOSED PAYMENT SCHEDULE OR TO MAKE PAYMENT ARRANGEMENTS.

## PROPOSAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature: \_\_\_\_\_  
Greg Strzalka, Agent

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

Owner/Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Job Name: V/O Somers 2024 CO 1 Date of Proposal: September 26<sup>th</sup>, 2024

February 20, 2025

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

***Subject: 2024 Roadway Improvements -- Payment Recommendation***

Dear Wendy,

Enclosed is an Application for Payment from Payne & Dolan, Inc., Contractor, for work performed on the 2024 Roadway Improvements Project. A partial lien waiver is also attached. The following is our opinion of the amount due and payable to the Contractor:

|                                        |                      |
|----------------------------------------|----------------------|
| Contract Price                         | \$484,100.00         |
| Work Completed to Date                 | \$470,942.83         |
| Less Amount Retained                   | <u>(\$12,331.51)</u> |
| Subtotal                               | \$458,611.32         |
| Less Previous Payments                 | <u>(\$0.00)</u>      |
| Total Amount Due for Partial Payment 1 | \$458,611.32         |

**We recommend payment to Payne & Dolan, Inc. for \$458,611.32.**

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS

*Brett D. Biwer*

Brett D. Biwer, P.E.

BDB/bdb

Encs.

C/encs.: Jason Peters, Administrator (email)  
Doug Snyder, Village Engineer (email)  
Shane Hollerich, Payne & Dolan, Inc. (email)

P:\SOMEV\2400374-2024 ROADWAY IMPROVEMENTS\00-DESIGN\13-FOR CONSTRUCTION\PAY REQUESTS\PAY APP #1\2400374  
PAY REQUEST #1 RECOMMENDATION.DOC

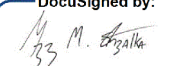
|                                            |                                                         |                                     |
|--------------------------------------------|---------------------------------------------------------|-------------------------------------|
| Contractor's Application for Payment No. 1 |                                                         |                                     |
| Application Period: thru November 12, 2024 |                                                         | Application Date: February 20, 2025 |
| To (Owner): Village of Somers              | From (Contractor): Payne & Dolan, Inc.                  | Via (Engineer): Baxter & Woodman    |
| Project: 2024 Roadway Improvements         | Contract: 2024 Roadway Improvements - Village of Somers |                                     |
| Owner's Contract No.:                      | Contractor's Invoice No.: 253947-001                    | Engineer's Project No.: 2400374.00  |

| Application For Payment<br>Change Order Summary |            |            | 1. ORIGINAL CONTRACT PRICE.....                                               | \$ 484,100.00 |
|-------------------------------------------------|------------|------------|-------------------------------------------------------------------------------|---------------|
| Approved Change Orders                          |            |            | 2. Net change by Change Orders.....                                           | \$ 9,160.50   |
| Number                                          | Additions  | Deductions | 3. Current Contract Price (Line 1 ± 2).....                                   | \$ 493,260.50 |
| 1                                               | \$9,160.50 |            | 4. TOTAL COMPLETED AND STORED TO DATE<br>(Column H on Progress Estimate)..... | \$ 470,942.83 |
| 2                                               |            |            | 5. RETAINAGE:                                                                 |               |
| 3                                               |            |            | a. 5% X \$246,630.25 Work Completed.....                                      | \$ 12,331.51  |
|                                                 |            |            | b. 0% X Stored Material.....                                                  | \$ 0.00       |
|                                                 |            |            | c. Total Retainage (Line 5a + Line 5b).....                                   | \$ 12,331.51  |
|                                                 |            |            | 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....                            | \$ 458,611.32 |
|                                                 |            |            | 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....                | \$ 0.00       |
|                                                 |            |            | 8. LESS LIQUIDATED DAMAGES .....                                              | \$ 0.00       |
|                                                 |            |            | 9. LESS ADDITIONAL ENGINEERING COSTS .....                                    |               |
|                                                 |            |            | .....                                                                         | \$            |
|                                                 |            |            | 10. AMOUNT DUE THIS APPLICATION.....                                          | \$ 458,611.32 |
|                                                 |            |            | 11. BALANCE TO FINISH, PLUS RETAINAGE.....                                    | \$ 34,649.19  |
| TOTALS                                          | \$9,160.50 | \$0.00     |                                                                               |               |
| NET CHANGE BY<br>CHANGE ORDERS                  | \$9,160.50 |            |                                                                               |               |

Contractor's Certification

By:

DocuSigned by:



169D2589DFE74EA...

Date: 02/20/2025

Payment of:

\$

(Line 10 or other - attach explanation of the other amount)

is recommended by:

Brett D. Biever

2/20/25

(Date)

Payment of:

\$

(Line 10 or other - attach explanation of the other amount)

is approved by:

(Owner)

(Date)

Approved by:

Funding Agency (if applicable)

(Date)

Endorsed by the Construction Specifications Institute.

|      | Description                                     | Bid Qty | Unit | Bid Price    | Bid Total            | Quantities Completed to Date | Total Dollars to Date | Previous Quantities Completed | Previous Dollar Amount Billed | Quantities Completed This Estimate | Total Value Due This Estimate |
|------|-------------------------------------------------|---------|------|--------------|----------------------|------------------------------|-----------------------|-------------------------------|-------------------------------|------------------------------------|-------------------------------|
| 10   | Mobilization                                    | 1       | LS   | \$ 22,800.00 | \$ 22,800.00         | 1.00                         | \$ 22,800.00          | 0.00                          | \$ -                          | 1.00                               | \$ 22,800.00                  |
| 20   | Construction Layout & Staking                   | 1       | LS   | \$ 239.68    | \$ 239.68            | 1.00                         | \$ 239.68             | 0.00                          | \$ -                          | 1.00                               | \$ 239.68                     |
| 30   | Pulverize Asphaltic Pavement - Full Depth       | 11838   | SY   | \$ 3.25      | \$ 38,473.50         | 11838.00                     | \$ 38,473.50          | 0.00                          | \$ -                          | 11,838.00                          | \$ 38,473.50                  |
| 40   | Driveway Asphalt Removal                        | 423     | SY   | \$ 10.75     | \$ 4,547.25          | 378.70                       | \$ 4,071.03           | 0.00                          | \$ -                          | 378.70                             | \$ 4,071.03                   |
| 50   | Concrete Apron Removal                          | 11      | SY   | \$ 53.47     | \$ 588.17            | 11.00                        | \$ 588.17             | 0.00                          | \$ -                          | 11.00                              | \$ 588.17                     |
| 60   | Base Repair, 1 1/4-Inch Base Aggregate Dense    | 789     | TN   | \$ 35.00     | \$ 27,615.00         | 172.29                       | \$ 6,030.15           | 0.00                          | \$ -                          | 172.29                             | \$ 6,030.15                   |
| 70   | HMA Pavement 5LT 1 3/4 Inch Surface             | 12473   | SY   | \$ 9.15      | \$ 114,127.95        | 13473.00                     | \$ 123,277.95         | 0.00                          | \$ -                          | 13,473.00                          | \$ 123,277.95                 |
| 80   | HMA Pavement 3LT 2 1/4 Inch Binder              | 12473   | SY   | \$ 9.40      | \$ 117,246.20        | 12814.00                     | \$ 120,451.60         | 0.00                          | \$ -                          | 12,814.00                          | \$ 120,451.60                 |
| 90   | Crushed Limestone Shoulder                      | 8824    | LF   | \$ 2.10      | \$ 18,530.40         | 8824.00                      | \$ 18,530.40          | 0.00                          | \$ -                          | 8,824.00                           | \$ 18,530.40                  |
| 100  | Chain Link Fence 6-FT                           | 1       | LS   | \$ 4,952.00  | \$ 4,952.00          | 1.00                         | \$ 4,952.00           | 0.00                          | \$ -                          | 1.00                               | \$ 4,952.00                   |
| 110  | Replace Culvert (18-inch CMP, ST 114+65)        | 1       | LS   | \$ 13,100.00 | \$ 13,100.00         | 1.00                         | \$ 13,100.00          | 0.00                          | \$ -                          | 1.00                               | \$ 13,100.00                  |
| 120  | Replace Culvert (18-inch CMP, ST 120+75)        | 1       | LS   | \$ 11,800.00 | \$ 11,800.00         | 1.00                         | \$ 11,800.00          | 0.00                          | \$ -                          | 1.00                               | \$ 11,800.00                  |
| 130  | Replace Culvert (12 to 15-inch CMP, STA 132+13) | 1       | LS   | \$ 10,600.00 | \$ 10,600.00         | 1.00                         | \$ 10,600.00          | 0.00                          | \$ -                          | 1.00                               | \$ 10,600.00                  |
| 140  | Pavement Marking, Epoxy 4-Inch (13th Ave)       | 9384    | LF   | \$ 1.00      | \$ 9,384.00          | 9384.00                      | \$ 9,384.00           | 0.00                          | \$ -                          | 9,384.00                           | \$ 9,384.00                   |
| 150  | Lawn Restoration                                | 1       | LS   | \$ 5,500.00  | \$ 5,500.00          | 1.00                         | \$ 5,500.00           | 0.00                          | \$ -                          | 1.00                               | \$ 5,500.00                   |
| 160  | Traffic Control and Protection                  | 1       | LS   | \$ 6,400.00  | \$ 6,400.00          | 1.00                         | \$ 6,400.00           | 0.00                          | \$ -                          | 1.00                               | \$ 6,400.00                   |
| 170  | Mobilization                                    | 1       | LS   | \$ 4,965.00  | \$ 4,965.00          | 1.00                         | \$ 4,965.00           | 0.00                          | \$ -                          | 1.00                               | \$ 4,965.00                   |
| 180  | Construction Layout & Staking                   | 1       | LS   | \$ 239.68    | \$ 239.68            | 1.00                         | \$ 239.68             | 0.00                          | \$ -                          | 1.00                               | \$ 239.68                     |
| 190  | Pulverize Asphaltic Pavement - Full Depth       | 2333    | SY   | \$ 3.75      | \$ 8,748.75          | 2333.00                      | \$ 8,748.75           | 0.00                          | \$ -                          | 2,333.00                           | \$ 8,748.75                   |
| 200  | Driveway Asphalt Removal                        | 210     | SY   | \$ 11.00     | \$ 2,310.00          | 210.00                       | \$ 2,310.00           | 0.00                          | \$ -                          | 210.00                             | \$ 2,310.00                   |
| 210  | Base Repair, 1 1/4-Inch Base Aggregate Dense    | 156     | TN   | \$ 35.00     | \$ 5,460.00          | 0.00                         | \$ -                  | 0.00                          | \$ -                          | -                                  | \$ -                          |
| 220  | HMA Pavement 5LT 1 3/4 Inch Surface             | 2543    | SY   | \$ 10.00     | \$ 25,430.00         | 2751.00                      | \$ 27,510.00          | 0.00                          | \$ -                          | 2,751.00                           | \$ 27,510.00                  |
| 230  | HMA Pavement 3LT 2 1/4 Inch Binder              | 2543    | SY   | \$ 7.15      | \$ 18,182.45         | 2533.00                      | \$ 18,110.95          | 0.00                          | \$ -                          | 2,533.00                           | \$ 18,110.95                  |
| 240  | Crushed Limestone Shoulder                      | 2100    | LF   | \$ 2.10      | \$ 4,410.00          | 2100.00                      | \$ 4,410.00           | 0.00                          | \$ -                          | 2,100.00                           | \$ 4,410.00                   |
| 250  | Lawn Restoration                                | 1       | LS   | \$ 1,249.97  | \$ 1,249.97          | 1.00                         | \$ 1,249.97           | 0.00                          | \$ -                          | 1.00                               | \$ 1,249.97                   |
| 260  | Traffic Control and Protection                  | 1       | LS   | \$ 7,200.00  | \$ 7,200.00          | 1.00                         | \$ 7,200.00           | 0.00                          | \$ -                          | 1.00                               | \$ 7,200.00                   |
| 1010 | T&M Change Order                                | 1       | LS   | \$ 9,160.50  | \$ 9,160.50          | 0.00                         | \$ -                  | 0.00                          | \$ -                          | -                                  | \$ -                          |
|      | <b>TOTAL</b>                                    |         |      |              | <b>\$ 493,260.50</b> | <b>0.00</b>                  | <b>\$ 470,942.83</b>  |                               | <b>\$ -</b>                   | <b>-</b>                           | <b>\$ 470,942.83</b>          |

| CHANGE ORDER PAID BY KENOSHA COUNTY HIGHWAY DEPARTMENT |                        |   |    |              |              |      |              |      |      |      |              |
|--------------------------------------------------------|------------------------|---|----|--------------|--------------|------|--------------|------|------|------|--------------|
| 1000                                                   | Bike Path Change Order | 1 | LS | \$ 40,475.00 | \$ 40,475.00 | 1.00 | \$ 40,475.00 | 0.00 | \$ - | 1.00 | \$ 40,475.00 |

|                                  |               |
|----------------------------------|---------------|
| Total Completed to Date          | \$ 470,942.83 |
| Less Retention (5% of first 50%) | \$ 12,331.51  |
| Total Amount Due                 | \$ 458,611.32 |

**PARTIAL WAIVER OF CONSTRUCTION LIEN**

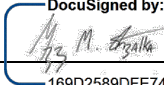
§779.05, Wis. Stats.

Date: **February 20, 2025**

1. Claimant's Name: **PAYNE & DOLAN, INC.**  
 Claimant's Address: **1700 120th Avenue, Kenosha, WI 53144**
2. Property Improved by Contractor's Work (check one):  
☒ Project Information: 2024 Roadway Improvements, Village of Somers, WI (#2400374.00)  
☐ Legal description attached.
3. Contractor's Work furnished at the request of: (name of party which requested or contracted for work)

**VILLAGE OF SOMERS****7511 12<sup>th</sup> Street  
Somers, WI 53171**

4. Waiver of lien rights, contingent upon receipt of payment, is made for (select one):  
☒ The following work: Asphalt Paving Contract prior to change order approval totaling \$458,611.32  
 (insert description of type of labor, services, material, plans or specifications supplied by Contractor, including percentage performed dollar value, and dates as necessary to accurately describe the Work being waived, stating exceptions, if any)  
☐ All Work to date of this Waiver in the amount of: \$\_\_\_\_\_
5. Title Companies, Lenders or others may require disclosure of the Contractor's subcontractors and material suppliers before disbursement of funds related to the Contractor's above-described Work. If so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any portion of the Work being waived:  
 (attach additional sheets if necessary)

CONTRACTOR NAME: PAYNE & DOLAN, INC.By:   
 169D2589DFE74EA... (signature)Authorized Agent's Name: Greg Strzalka

(print name of person signing above)

Title: AgentAddress: 1700 120th Avenue, Kenosha, WI 53144Telephone Number: 262-859-3081

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

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

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



[www.somers.org](http://www.somers.org)

P.O. Box 197, Somers, WI 53171 • PH: (262) 859-2822 • FAX: (262) 859-2331

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

---

**MEETING DATE:** February 25<sup>th</sup>, 2025

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

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

**AGENDA ITEM:** #9 Action on Operator's Licenses: Calli Adams and Joshua Reed

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**BACKGROUND:**

Calli Adams and Joshua Reed have applied for operator's licenses for the Village of Somers.

No discrepancies with these applications.

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

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

*"Motion to approve Operator License for Calli Adams and Joshua Reed"*

**ATTACHMENTS:**

None