

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

**Village Board Meeting
Agenda Updated
Tuesday, April 8th, 2025
5:30 p.m.**

Village Board Meeting:	
Item #	
1	Call to order
2	Pledge of Allegiance
3	Consent and Approval of Minutes of Regular meetings on March 25 th , 2025, Vouchers dated March 27 th , 2025 and April 3 rd , 2025, & March 2025 ACH payments & March Building Report.
4	Correspondence: none
5	Citizens Comments
6	President and Trustee Comments
7	Action on proposed Resolution 2025-005, A Resolution to Close to Tax Incremental District (TID) 10
8	Discussion and possible action on change order #2 reducing the contract by \$13,157.17 for work on the 2024 Roadway Improvements Program (13th Avenue and 16th Place).
9	Discussion and possible action on request for final payment from Payne and Dolan in the amount of \$21,492.01 for the 2024 Roadway Improvements Program (13th Avenue and 16th Place)
10	Action on Operator’s Licenses: J Santiago Mora
11	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the April 8th, 2025 Village Board Meeting & Agenda in 1 public place & on the Village website.

Dated this 4th day of April, 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.**

Original Post Date: April 4th, 2025

**Village of Somers
Proceedings from the Regular Board Meeting March 25, 2025**

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

President Stoner led the Pledge of Allegiance.

Present: President George Stoner, Trustees Karl Ostby, Ben Harbach, Scott Fredrick, Jackie Nelson, and Jack Aupperle. Trustee Joe Smith attended 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 meetings on March 11th, 2025, Vouchers dated March 13th, 2025 and March 20th, 2025, & February 2025 ACH Payments

Trustee Nelson moved to approve the Minutes of Regular meetings on March 11, 2025, Vouchers dated March 13, 2025, March 20, 2025 and February 2025 ACH Payments

Seconded by Trustee Smith.

Trustee Harbach asked what SJE was for in the amount of 5,554.00, Outfitters for \$235.00 and McDevitts Towing and Repair for \$6,387.34. Chief Andersen mentioned that McDevitts was for the Fire Department trucks. Administrator Peters mentioned that SJE was for the Lift Stations and the expense for Outfitters he mentioned he would have to get back to him.

Motion carried. 7-0 vote.

Correspondence:

None

Citizens Comments

None

President and Trustee Comments:

Trustee Ostby stated how disappointed he was to hear that Administrator Peters was leaving the Village/Town of Somers. He also mentioned that the 2025 Goals would be deferred, however he feels there are 3 important goals that should be considered of high importance. 1). Replacement for Administrator Peters. 2). Following through on the Fire Study and 3). Installation of the water meters.

Trustee Harbach asked what the status was on the Somers ZIP Code. Administrator Peters mentioned that everything was still on track.

President Stoner mentioned that the Sheriff's Department is concentrating heavily on Sheridan Road. Even though the speed limit has been reduced to 35 m.p.h., they did 47 traffic stops and on Saturday, a car took down another telephone poll. Third poll down in 2 months. He said it was a great decision to reduce the speed.

Public Hearing on Sazon Tacos & Tequila Class "B" and "Class B" Liquor License Application

Trustee Aupperle move to open the Public Hearing on Sazon Tacos & Tequila Class "B" and "Class B" Liquor License Application at 5:36pm.

Seconded by Trustee Harbach

Motion carried. 7-0 vote

No one was present for the public hearing.

Trustee Harbach moved to close the Public Hearing on Sazon Tacos & Tequila Class "B" and "Class B" Liquor License Application at 5:37

Seconded by Trustee Nelson

Motion carried. 7-0 vote

Action on Sazon Tacos & Tequila Class "B" and "Class B" Liquor License Application

Trustee Fredrick moved to approve Sazon Tacos & Tequila Class "B" and "Class B" Liquor License Application

Seconded by Trustee Ostby

Trustee Nelson asked if there was anyone present from Sazon. Paul Meckler came forth as he is the Operators Manager. He mentioned they were going to be a full-service restaurant. The establishment is attached to Oakfire Pizzeria and will have a family friendly environment. They are hoping to be open by the end of April.

Motion carried. 7-0 vote.

Discussion and possible action on final payment request from August Winters & Sons, Inc. for the 45th Avenue Lift Station and 63rd Avenue Lift Station 2023 UD #1 Capital Improvement Project in the amount of \$46,796.50

Trustee Nelson moved to approve final payment request from August Winters & Sons, Inc. for the 45th Avenue Lift Station and 63rd Avenue Lift Station 2023 UD #1 Capital Improvement Project in the amount of \$46,796.50

Seconded by Trustee Fredrick

Trustee Harbach asked if this payment came in under \$11,446.00 the budget amount. Administrator Peters said it did.

Motion carried. 7-0 vote.

Discussion and possible action regarding proposals for Village/Town Administrator Executive Recruitment Services.

Administrator Peters mentioned that in last weeks closed work session, the board approved using a recruitment service to replace Administrator Peters. Three agencies came forth to speak to the board about the services they can provide in helping to find a replacement. The three agencies were:

McMahon Recruitment Services
MGT Impact Solutions, LLC
Public Administration Associates, LLC

Trustee Ostby made a motion to defer the action regarding the proposals for the Village/Town Administrator Executive Recruitment Services until April 2nd at a Special Joint Village and Town Meeting.

Seconded by Trustee Nelson

Motion carried. 7-0 Vote

Action on Operator's Licenses: Robert Cobb, Ashley Cavalier and Jonathan Borre

Trustee Ostby moved to approve the Operator's Licenses: Robert Cobb, Ashley Cavalier and Jonathan Borre

Seconded by Trustee Harbach.

Motion carried. 7-0 vote.

Adjourn

Trustee Harbach moved to adjourn the meeting at 6:48pm.

Seconded by Trustee Nelson.

Motion carried. 7-0 vote.

Drafted this 26th day of March by Wendy Burnette Clerk/Treasurer
These minutes are not official until approved by the Village Board.

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
03/27/2025	POOL	251 (E)	KWIKTRIP	KWIK TRIP INC	5,499.17
03/27/2025	POOL	64601	AMEROUTFIT	AMERICAN OUTFITTERS LTD	80.00
03/27/2025	POOL	64602	AUGUST	AUGUST WINTER & SONS INC	46,796.50
03/27/2025	POOL	64603	SPECTRUM	CHARTER COMMUNICATIONS	183.34
03/27/2025	POOL	64604	SPECTRUM	CHARTER COMMUNICATIONS	32.88
03/27/2025	POOL	64605	EMC	EMC INSURANCE COMPANIES	842.10
03/27/2025	POOL	64606	GALLS	GALLS LLC	517.52
03/27/2025	POOL	64607	JOHNS	JOHNS DISPOSAL SERVICE INC	50,807.65
03/27/2025	POOL	64608	KENCITY	KENOSHA CITY TREASURER	205,787.16
03/27/2025	POOL	64609	KUSD01	KENOSHA UNIFIED SCHOOL DIST	16,650.23
03/27/2025	POOL	64610	LIFEASSIST	LIFE-ASSIST INC	457.50
03/27/2025	POOL	64611	MEN001	MENARDS - RACINE	28.69
03/27/2025	POOL	64612	NFP001	NATIONAL FIRE PROTECTION ASSOC	1,819.88
03/27/2025	POOL	64613	SEILER	SEILER INSTRUMENT. & MANUFAC CO INC	2,275.00
03/27/2025	POOL	64614	TELEFLEX	TELEFLEX LLC	665.00
03/27/2025	POOL	64615	WEE001	WE ENERGIES	4,130.67
03/27/2025	POOL	64616	WEE001	WE ENERGIES	49.60
03/27/2025	POOL	64617	WEE001	WE ENERGIES	340.03
03/27/2025	POOL	64618	WELDSTAR	WELDSTAR COMPANY	235.20
03/27/2025	POOL	64619	ZOL001	ZOLL MEDICAL CORP GPO	580.16

POOL TOTALS:

Total of 20 Checks:	337,778.28
Less 0 Void Checks:	0.00
Total of 20 Disbursements:	<u>337,778.28</u>

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
04/03/2025	POOL	252 (E)	VERIZON	VERIZON WIRELESS	337.01
04/03/2025	POOL	64621	BRUM	ANN BRUMBACK	64.01
04/03/2025	POOL	64622	AAC001	ASSOCIATED APPRAISAL	4,965.23
04/03/2025	POOL	64623	AT&T001	AT&T	55.68
04/03/2025	POOL	64624	AT&TMOB	AT&T MOBILITY	133.20
04/03/2025	POOL	64625	ATIS001	ATIS ELEVATOR INSPECTIONS LLC	128.63
04/03/2025	POOL	64626	BAXTER	BAXTER & WOODMAN	9,015.00
04/03/2025	POOL	64627	CSC001	CENTURY SECURITY	185.00
04/03/2025	POOL	64628	CORE	CORE & MAIN LP	1,772.15
04/03/2025	POOL	64629	TRI-VISA	ELAN FINANCIAL SERVICES	1,914.23
04/03/2025	POOL	64630	FIRESEV	FIRE SERVICE INC	1,550.00
04/03/2025	POOL	64631	UHS001	FROEDTERT SOUTH INC	546.56
04/03/2025	POOL	64632	STO001	GEORGE STONER	211.60
04/03/2025	POOL	64633	HEARTLAND	HEARTLAND BUSINESS SYSTEMS LLC	430.00
04/03/2025	POOL	64634	JEF001	JEFFERSON FIRE & SAFETY INC	463.28
04/03/2025	POOL	64635	SOR001	JOHN E SORENSEN	71.78
04/03/2025	POOL	64636	KEN002	KENOSHA COUNTY TREASURER	2,159.98
04/03/2025	POOL	64637	MCDON001	MCDONALD OVERHEAD DOOR INC	2,400.00
04/03/2025	POOL	64638	NAP001	NAPA AUTO PARTS	37.29
04/03/2025	POOL	64639	NAYLOR	SAMONE NAYLOR	85.00
04/03/2025	POOL	64640	SOUTHPORT	SOUTHPORT ENGINEERED SYSTEMS	4,564.00
04/03/2025	POOL	64641	STERICYCLE	STERICYCLE INC	17.65
04/03/2025	POOL	64642	T0000175	STEVEN KRAUSE	76.32
04/03/2025	POOL	64643	PEREZT	TERESA PEREZ	400.00
04/03/2025	POOL	64644	THELETTER	THE LETTERING MACHINE	211.00
04/03/2025	POOL	64645	UR001	UNITED RENTAL (NORTH AMERICA) INC	1,750.00
04/03/2025	POOL	64646	USCELLULAR	US CELLULAR	6,200.00
04/03/2025	POOL	64647	WES001	WESTERN CULVERT & SUPPLY INC	322.60
04/03/2025	POOL	64648	WICOURT	WI COURT FINES & SURCHARGES	7,653.25
04/03/2025	POOL	64649	WAM001	WILLIAM A MORRIS	149.92
04/03/2025	POOL	64650	WRWA	WISCONSIN RURAL WATER ASSOC	575.00

POOL TOTALS:

Total of 31 Checks:	48,445.37
Less 0 Void Checks:	0.00
Total of 31 Disbursements:	<u>48,445.37</u>

Village of Somers			
ACH payments and checks from Payroll system during the month of March 2025			
DATE	CHECK#	PAYABLE TO	AMOUNT
3/3/2025	ACH	PNP BILLPAYMENT	\$ 222.00
3/7/2025	ACH	SOMERS PAYROLL	\$ 84,108.17
3/7/2025	EFT1186	INTERNAL REVENUE SERVICE	\$ 29,004.59
3/7/2025	EFT1187	WI DEPT. OF REVENUE	\$ 4,905.89
3/7/2025	EFT1188	WISCONSIN DEFERRED COMP	\$ 2,079.23
3/7/2025	EFT1189	WI SCTF	\$ 403.85
3/7/2025	EFT1190	SOMERS FIRE FIGHTERS	\$ 360.00
3/7/2025	64517	SANTORO, DAWN	\$ 69.26
3/7/2025	64518	SANTORO, MICHAEL	\$ 69.26
3/7/2025	64519	BRIGHTHOUSE FINANCIAL	\$ 215.00
3/10/2025	ACH	PNP BILLPAYMENT	\$ 124.00
3/11/2025	ACH	ANALYSIS LOSS FEE/MISC FEE	\$ 761.64
3/12/2025	64554	WESTPLATE, ALEXANDER	\$ 60.95
3/14/2025	ACH	PNP BILLPAYMENT	\$ 964.50
3/18/2025	ACH	DEBIT ADJ CK8789 185.40 S/B 185.00	\$ 0.40
3/21/2025	ACH	SOMERS PAYROLL	\$ 78,909.65
3/21/2025	EFT1191	INTERNAL REVENUE SERVICE	\$ 28,644.22
3/21/2025	EFT1192	WI DEPT. OF REVENUE	\$ 4,891.25
3/21/2025	EFT1193	EMPLOYEE TRUST FUNDS	\$ 61,607.60
3/21/2025	EFT1194	DELTA DENTAL	\$ 3,462.80
3/21/2025	EFT1195	DELTA DENTAL & VISION	\$ 521.36
3/21/2025	EFT1196	AFLAC INSURANCE	\$ 212.80
3/21/2025	EFT1197	WISCONSIN DEFERRED COMP	\$ 1,976.51
3/21/2025	EFT1198	WI SCTF	\$ 403.85
3/21/2025	EFT1199	SOMERS FIRE FIGHTERS	\$ 360.00
3/21/2025	EFT1201	WI EMPLOYEE TRUST FUNDS	\$ 36,092.35
3/21/2025	EFT1202	LIBERTY NATIONAL	\$ 1,523.60
3/21/2025	64576	SECURIAN FINANCIAL GROUP, INC	\$ 807.46
3/21/2025	64577	SECURIAN FINANCIAL GROUP, INC	\$ 66.18
3/21/2025	64578	BRIGHTHOUSE FINANCIAL	\$ 215.00
3/24/2025	ACH	PNP BILLPAYMENT	\$ 50.00
3/27/2025	ACH	PNP BILLPAYMENT	\$ 171.60
3/28/2025	ACH	PNP BILLPAYMENT	\$ 171.60
3/31/2025	ACH	PNP BILLPAYMENT	\$ 1,138.40
		TOTAL	\$ 344,574.97

March 2024

Record Type Breakdowns		
Unit:		
Record Type: Permit	Records	Revenue
Building	18	5,562.95
Electric	9	1,597.15
Land Disturbance	1	65.00
Mechanical	2	260.00
Plumbing	11	45,146.00
ROW	4	400.00
Single Family	2	10,474.84
TOTAL:	47	63,505.94

March 2025

+ \$3,396.96

Record Categories By Type		
Unit:		
Permit	Type: Building	
Accessory Building	2	245.00
Alteration	2	2,295.00
Commercial	1	63,537.90
Fence	2	195.00
RAZING	1	500.00
Siding	2	130.00
TOTAL:	10	66,902.90

YTD 2024

Record Type Breakdowns		
Unit:		
Record Type: Permit	Records	Revenue
Building	48	33,827.06
Electric	21	23,458.55
Land Disturbance	1	65.00
Mechanical	9	3,684.02
Plumbing	26	50,133.11
ROW	10	1,000.00
Single Family	2	10,474.84
TOTAL:	117	122,642.58

YTD 2025

- \$40,719.02

Record Type Breakdowns		
Unit:		
Record Type: Permit	Records	Revenue
Building	30	75,282.96
Dumpster	5	125.00
Electric	13	4,099.10
Engineering / Public Works	5	500.00
Land Disturbance	1	265.00
Mechanical	7	455.00
Plumbing	11	1,196.50
TOTAL:	72	81,923.56



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

MEETING DATE: April 8, 2025

TO: Village President Stoner and Board of Trustees

PREPARED BY: Kevin Poirier, Assistant Administrator

REVIEWED BY: Jason J. Peters, Administrator

AGENDA ITEM: #7 Action on proposed Resolution 2025-005, A Resolution to Close to Tax Incremental District (TID) 10

BACKGROUND:

The Village of Somers created 11 Tax Increment Districts to promote development in 2018. Two were amended in 2019.

TIDs 1 has seen the creation of the Village's first Industrial Park: First Park 94. TID 2 is the site of Somers' shopping district along Market Lane. TID 3 is the site of warehouses and the largest Kwik Trip in the world.

We have been in touch with developers working on projects in TIDs 4, 5 and 8.

Our TIDs have allowed the Village to attract new housing, warehouses and grow the Village infrastructure.

TIDs 9 and 10 have seen no development, and none is foreseen in the near future.

Administration has discussed this with Ehlers the closure of TIDs 9 and 10.

PRIOR ACTION TAKEN:

This item was reviewed at you March 18th Work Session.

COMMENTS:

Upon reviewing financials, the balance of TID 9 is negative. As such, Administration suggests keeping it open until the remaining balance is zeroed out.

If the Board agrees, a resolution needs to be submitted to the Wisconsin Department of Revenue before April 15.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

At this time, Administration proposes to close TID 10 only. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to proposed Resolution 2025-005, A Resolution to Close to Tax Incremental District (TID) 10”

ATTACHMENTS:

Proposed Resolution 2025-005

TID Final Accounting Submission Date Agreement

TID Termination Timeframes

Map of Village TIDs

TIF Manual

TID Financial Report

Village of Somers

RESOLUTION NO. 2025-005

**A RESOLUTION TO CLOSE TAX INCREMENTAL
DISTRICT (TID) 10**

WHEREAS, the Village Board created TID 10 on July 24, 2018 and adopted a project plan in the same year; and

WHEREAS, all TID projects were completed in the prescribed allowed time; and

WHEREAS, sufficient increment was collected as of the 2025 tax roll, payable 2026, to cover TID 10 project costs,

NOW THEREFORE, the Village Board of the Village of Somers, Kenosha County, Wisconsin does hereby terminate TID10; and

BE IT FURTHER RESOLVED that the Village Clerk shall notify the Wisconsin Department of Revenue (DOR), within sixty (60) days of this resolution or prior to the deadline of April 15 2025, whichever comes first, that the TID has been terminated; and

BE IT FURTHER RESOLVED that the Village Clerk shall sign the required DOR Final Accounting Submission Date form (PE-223) agreeing on a date by which the Village shall submit final accounting information to DOR; and

BE IT FURTHER RESOLVED that the Village Treasurer shall distribute any excess increment collected after providing for ongoing expenses of the TID, to the affected taxing districts with proportionate shares as determined in the final audit by the Village's auditor, A&O Public Accountants; and

Dated this _____ day of April 2025

George Stoner, President

Wendy Burnette, Clerk-Treasurer

2/3 vote required

Under state law, (sec. [66.1105\(8\)\(c\)](#), Wis. Stats.), the municipality terminating a TID and the Wisconsin Department of Revenue (DOR) must agree on a final accounting submission date. The "Final accounting submission date" you enter on this form is the date the TID Final Accounting Report (Form PE-110) will be due.

Instructions

1. Within 60 days of adopting a termination resolution or by April 15, whichever comes first, email tif@wisconsin.gov:
 - Completed Form PE-223 (Section 1)
 - Municipality's adopted termination resolution
2. When we receive your information, a DOR representative will approve, sign and email this form back to you
3. After you receive the signed Form PE-223 from us, complete the steps in Section 2 by the final accounting submission date
4. If you cannot e-file the TID Final Accounting Report (Form PE-110) by the final accounting submission date, email tif@wisconsin.gov to request a revised submission date. This date must be within 12 months of the termination resolution (sec. [66.1105\(6m\)\(b\)\(3\)](#), Wis. Stats.).

Questions? Contact us at tif@wisconsin.gov

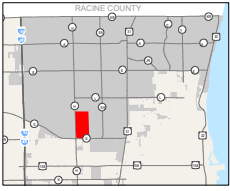
Section 1: Termination Information			
Municipal and TID Information			
Taxation district <i>(check one)</i> Enter municipality →	<input type="checkbox"/> Town <input type="checkbox"/> Village <input type="checkbox"/> City	County	Co-muni code -
TID number			
Important Dates			
Termination resolution date - -	Date notified DOR of termination - -		
Date notified real property lister <i>(to remove TID number from the tax/assessment roll)</i> - -	Final accounting submission date <i>(6-12 months from termination resolution date)</i> - -		
Clerk Information			
Name	Phone () -		
Signature	Email		
Section 2: Final Accounting Information			
Final accounting submission date: - -			
Complete the following:			
1. Complete the TID Final Audit. Save a copy in the municipal TID records.			
2. E-file the TID Final Accounting Report (PE-110)			
Important – if your municipality does not e-file Form PE-110 with DOR by the final accounting submission date (or revised submission date), DOR will not certify or redetermine any future TIDs (sec. 66.1105(8)(d) , Wis. Stats.).			

DOR Approval <i>(for department use only)</i>	
<input type="checkbox"/> Final accounting submission date approved	DOR name/signature

Tax Incremental District (TID) Termination Timeframes

Municipal Termination Resolution Adoption Date*	Termination Year	TID Removed from Tax/Assessment Roll	Last Year Tax Increment Received	Last Administrative Fee Due	Last TID Equalized Value Established	Last Annual Report Due to DOR
April 18, 2023 – April 15, 2024	2024	2024	2024 (for 2023 taxes)	April 18, 2023	August 15, 2023	July 1, 2024 (for 2023)
April 16, 2024 – April 15, 2025	2025	2025	2025 (for 2024 taxes)	April 15, 2024	August 15, 2024	July 1, 2025 (for 2024)
April 16, 2025 – April 15, 2026	2026	2026	2026 (for 2025 taxes)	April 15, 2025	August 15, 2025	July 1, 2026 (for 2025)
April 16, 2026 – April 15, 2027	2027	2027	2027 (for 2026 taxes)	April 15, 2026	August 15, 2026	July 1, 2027 (for 2026)
April 16, 2027 – April 18, 2028	2028	2028	2028 (for 2027 taxes)	April 15, 2027	August 15, 2027	July 3, 2028 (for 2027)
April 19, 2028 – April 17, 2029	2029	2029	2029 (for 2028 taxes)	April 18, 2028	August 15, 2028	July 2, 2029 (for 2028)
April 18, 2029 – April 15, 2030	2030	2030	2030 (for 2029 taxes)	April 17, 2029	August 15, 2029	July 1, 2030 (for 2029)

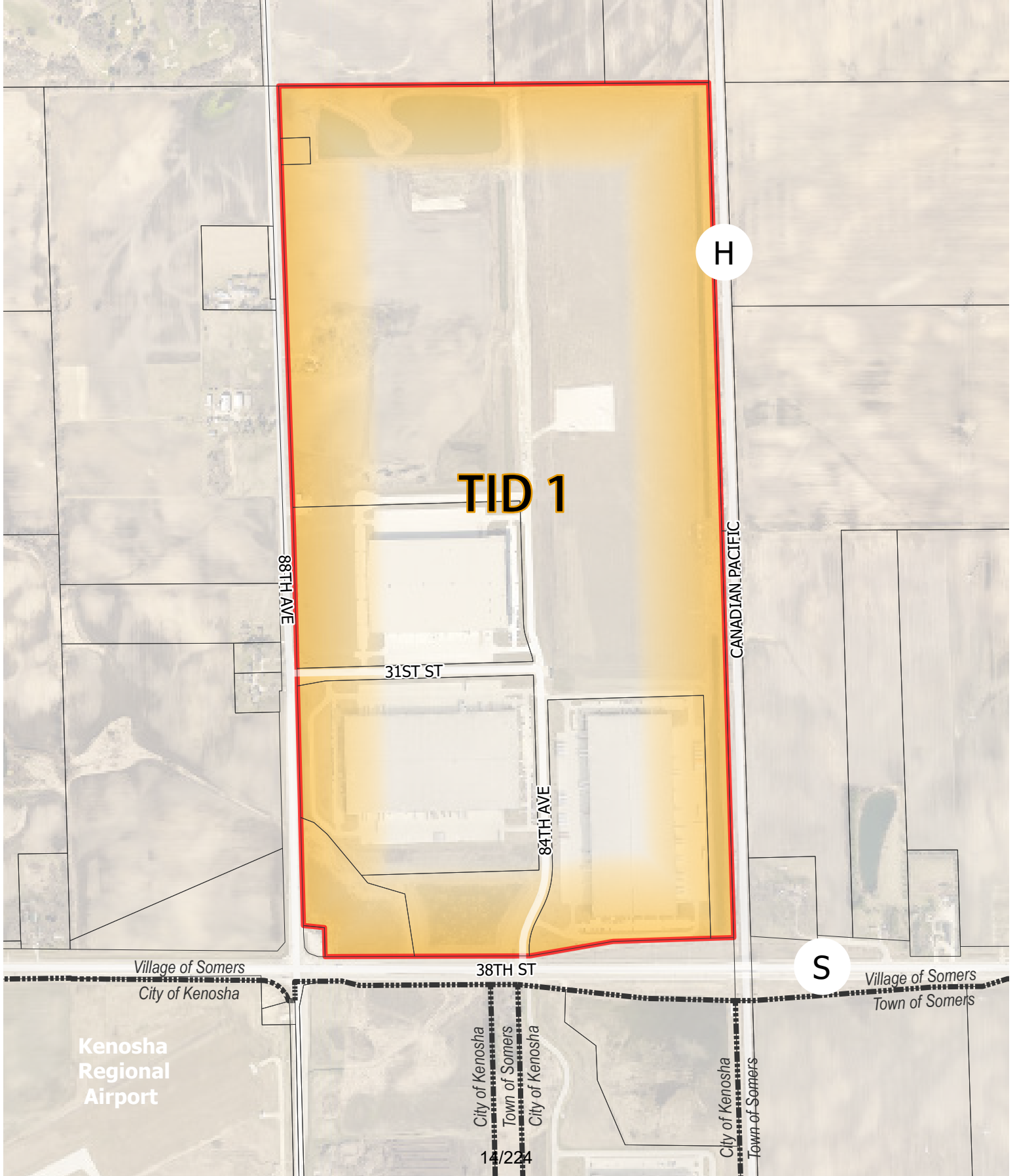
* Municipality must notify the Wisconsin Department of Revenue (DOR) by April 15 of the termination year. In some years the observance of Emancipation day affects the termination deadline.

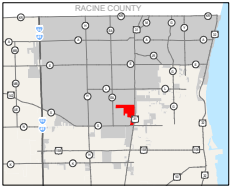


Village of Somers TAX INCREMENTAL DISTRICT # 1

Map Prepared By:

 Kenosha County
 Land Information Office
 June 2024





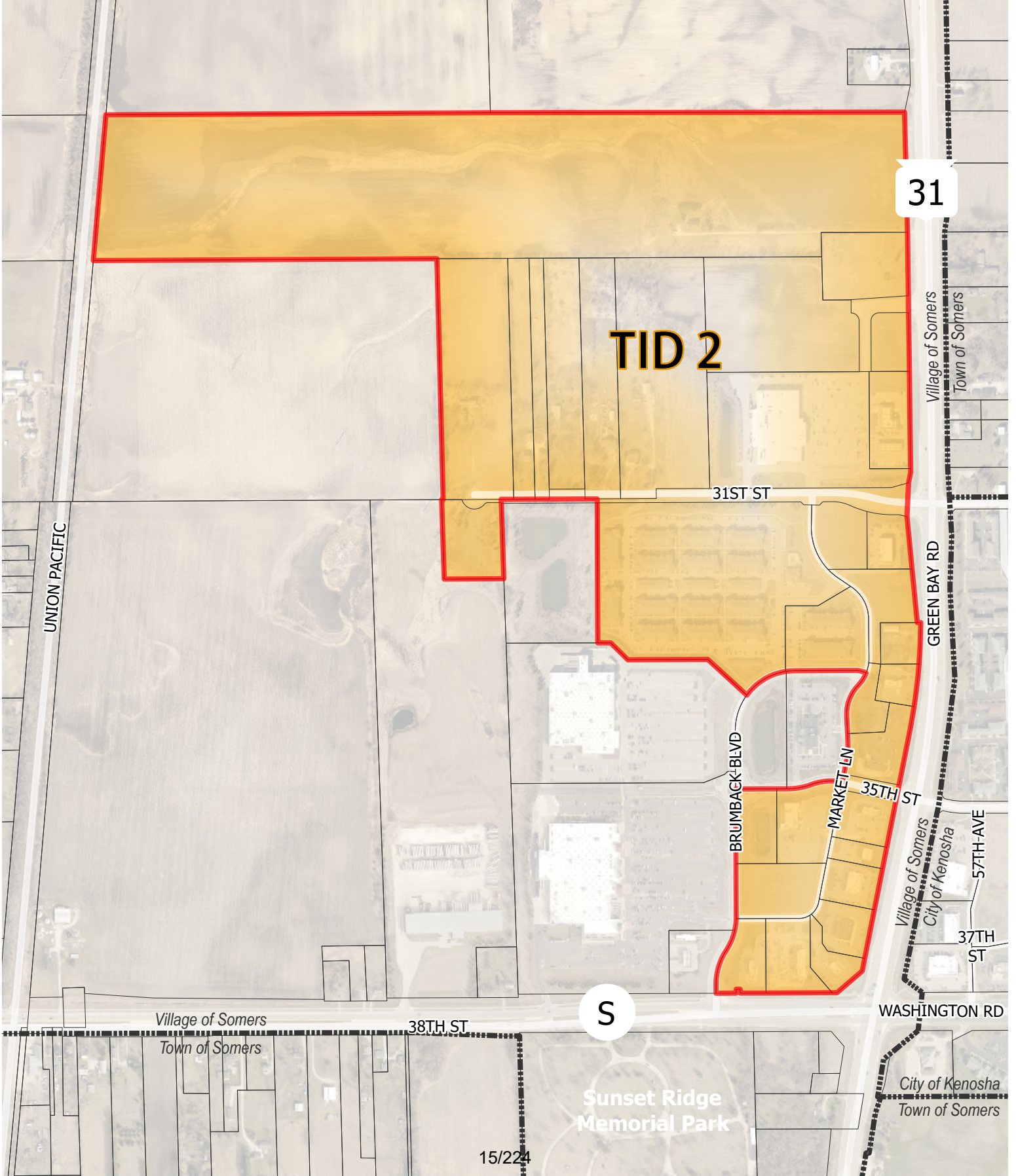
Village of Somers TAX INCREMENTAL DISTRICT # 2

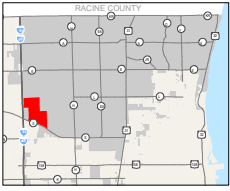
Map Prepared By:



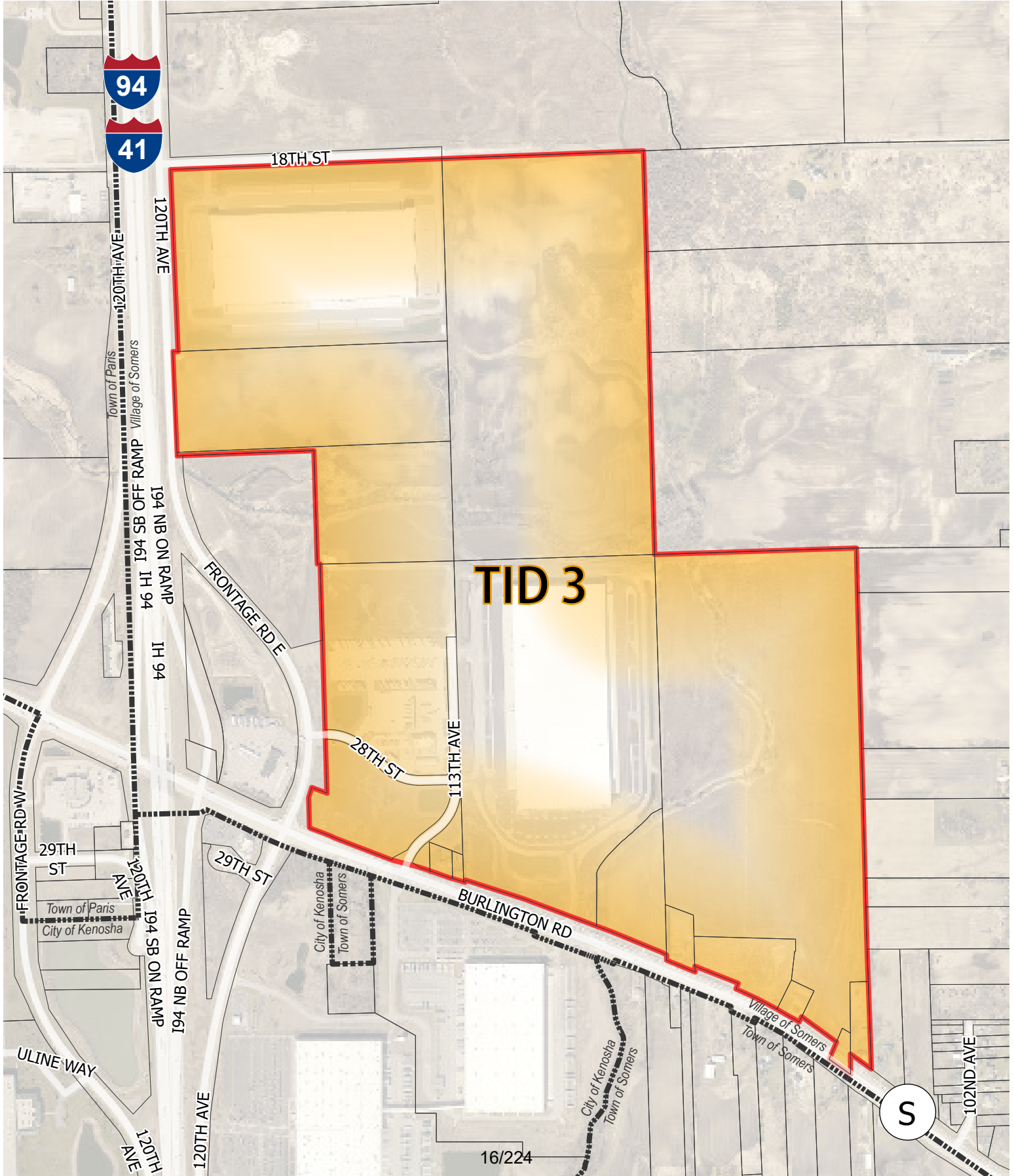
Kenosha County
Land Information Office

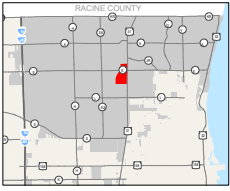
August 2024





Village of Somers TAX INCREMENTAL DISTRICT # 3

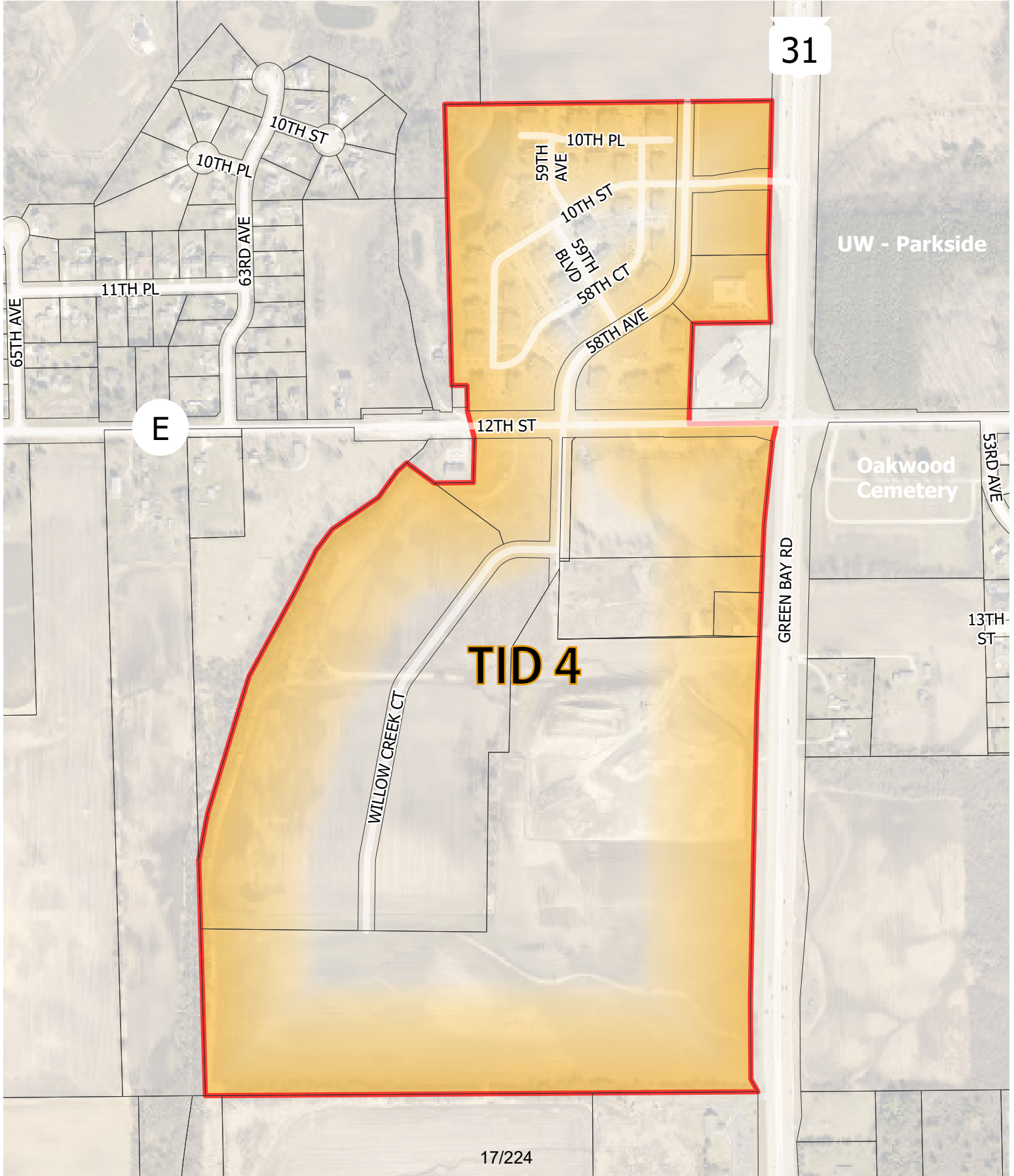




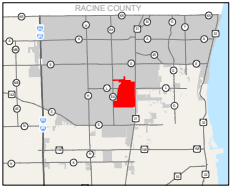
Village of Somers TAX INCREMENTAL DISTRICT # 4

Map Prepared By:

Kenosha County
Land Information Office
June 2024



TID 4



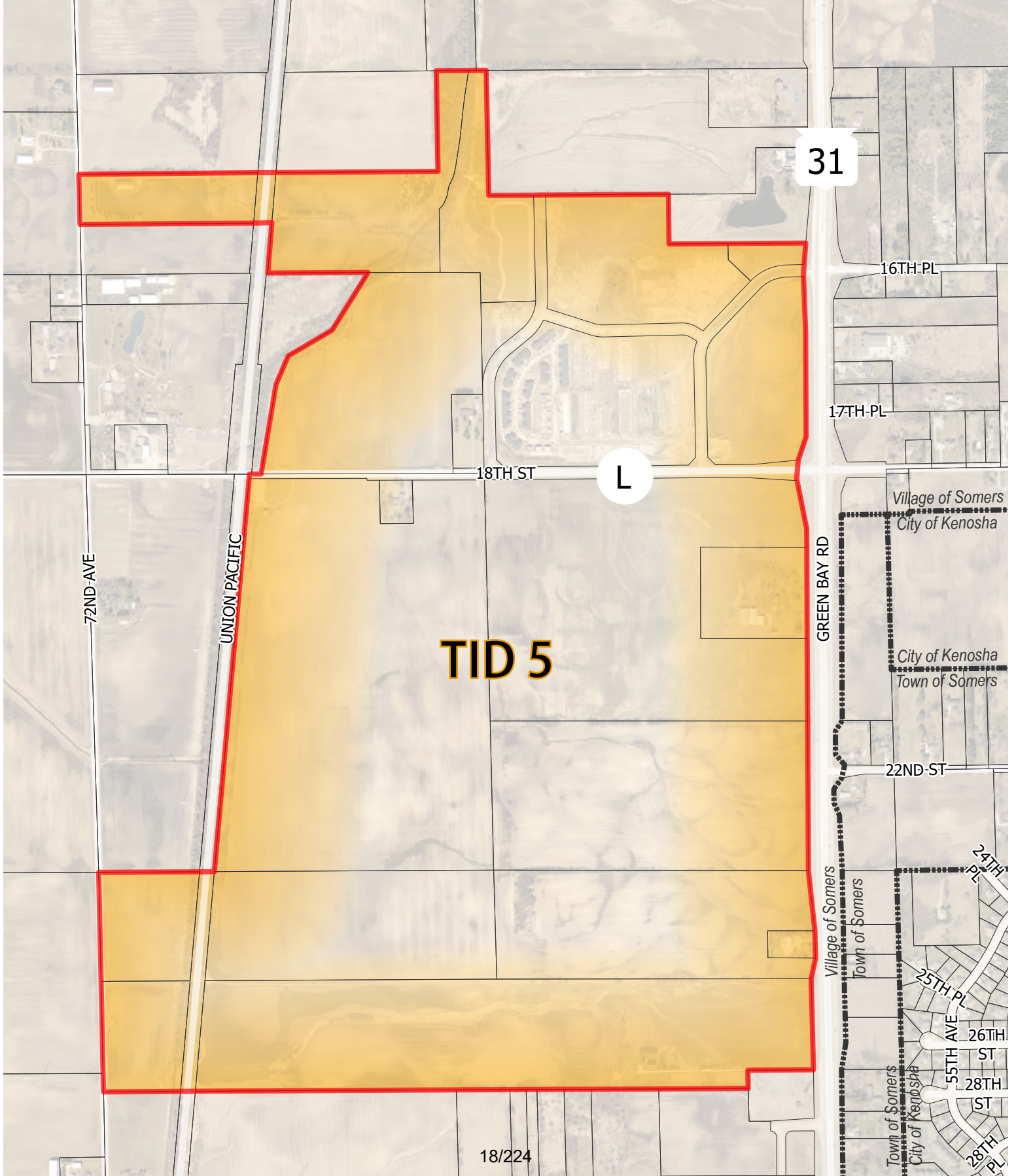
Village of Somers TAX INCREMENTAL DISTRICT # 5

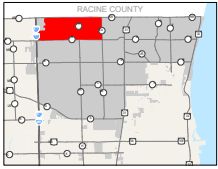
Map Prepared By:



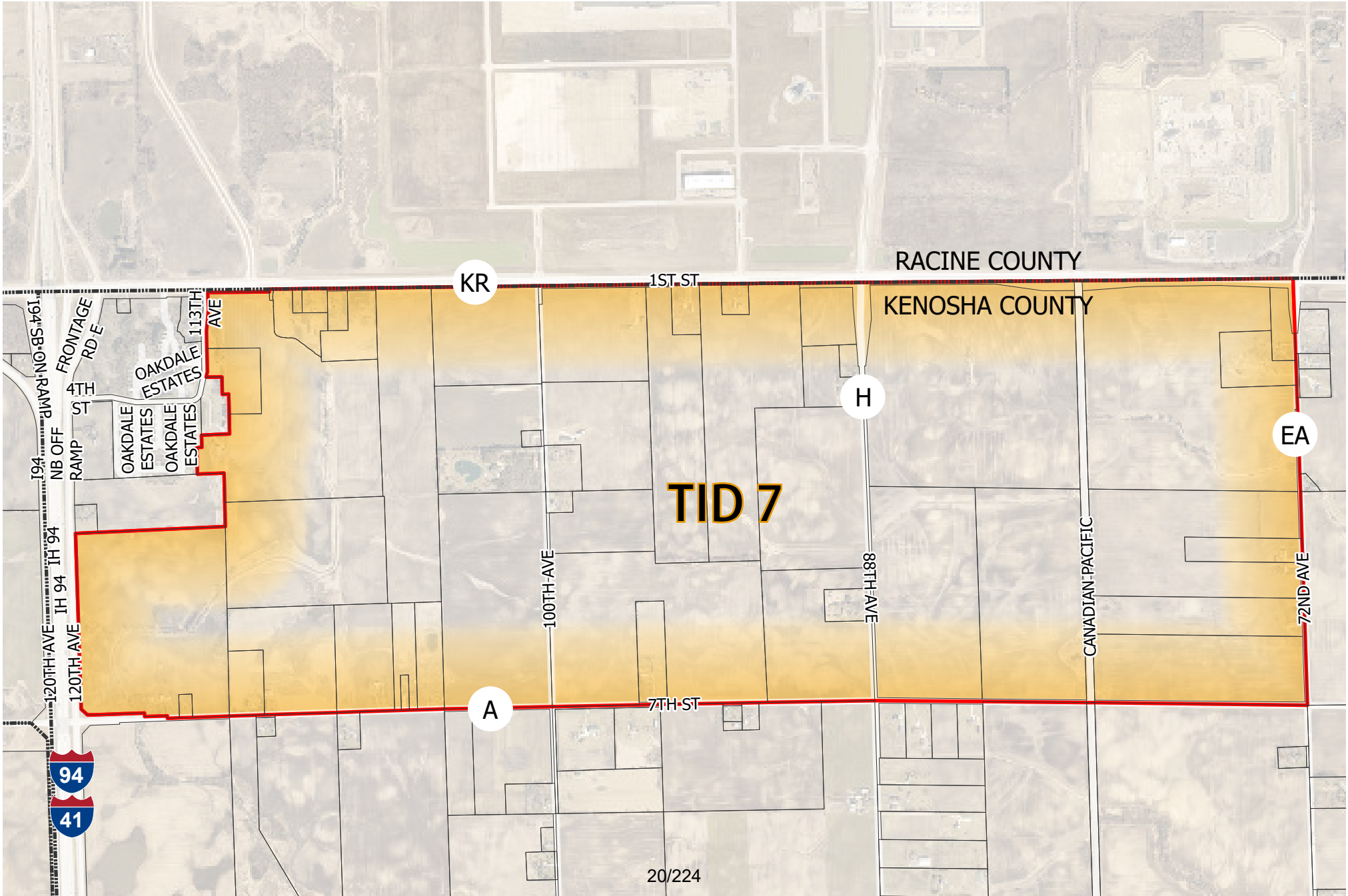
Kenosha County
Land Information Office

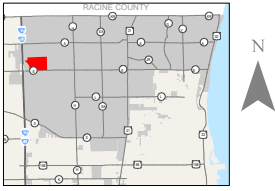
August 2024





Village of Somers TAX INCREMENTAL DISTRICT #7

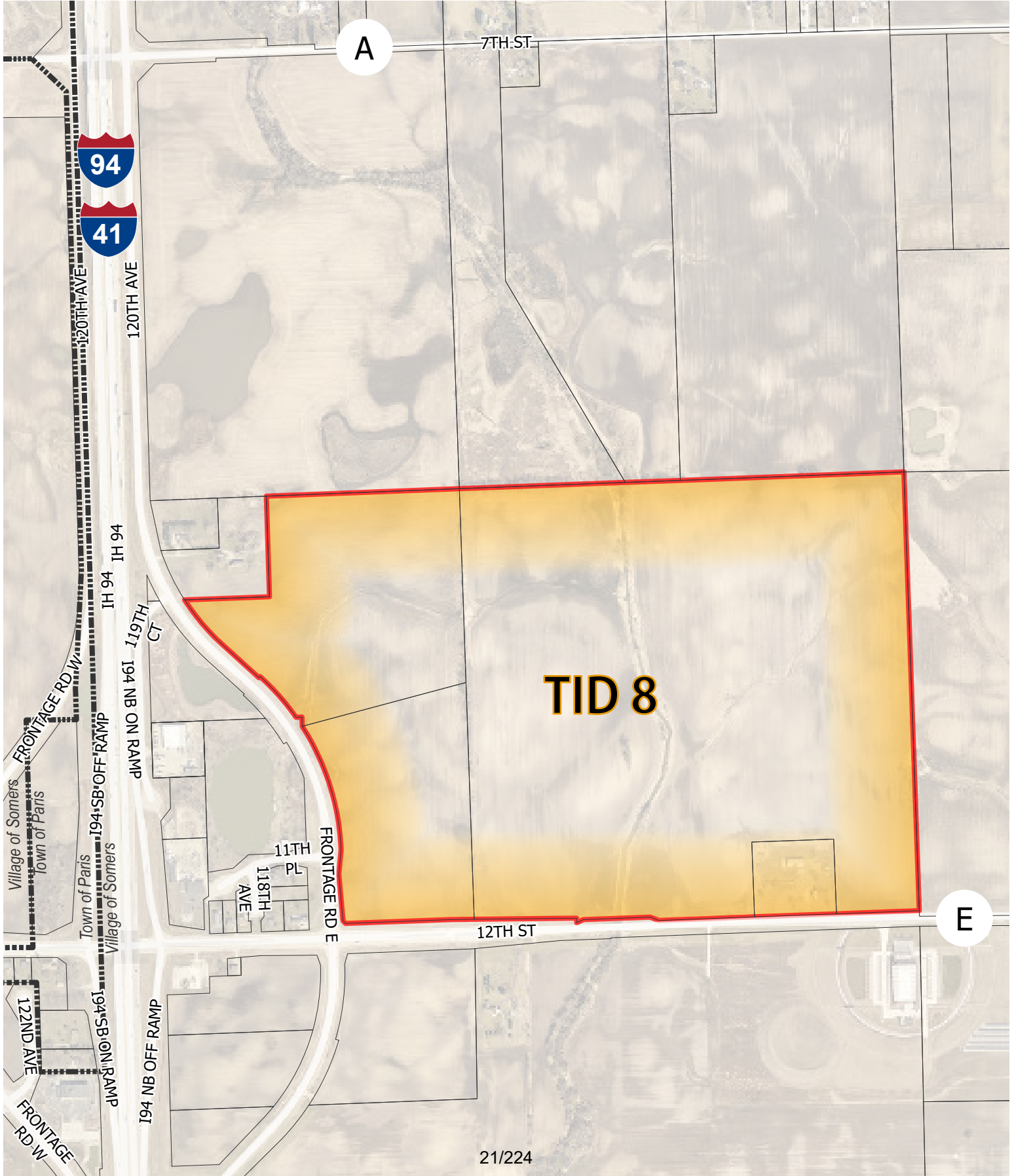


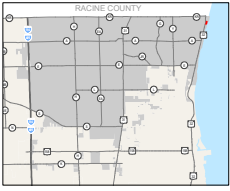


Village of Somers TAX INCREMENTAL DISTRICT # 8

Map Prepared By:

Kenosha County
Land Information Office
June 2024

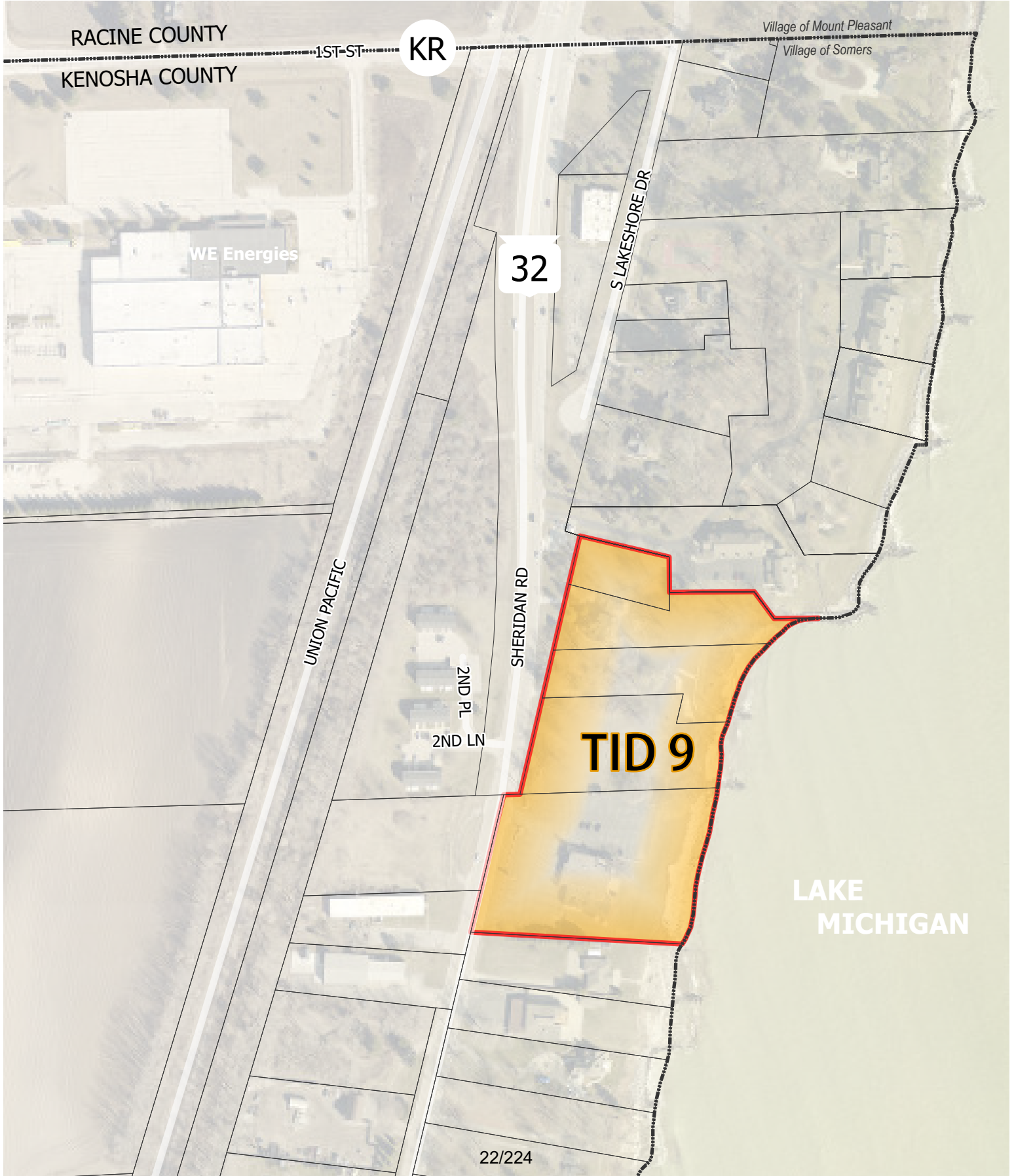


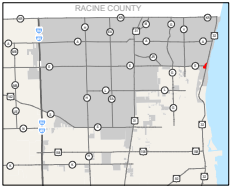


Village of Somers TAX INCREMENTAL DISTRICT # 9

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 Kenosha County
 Land Information Office
 June 2024

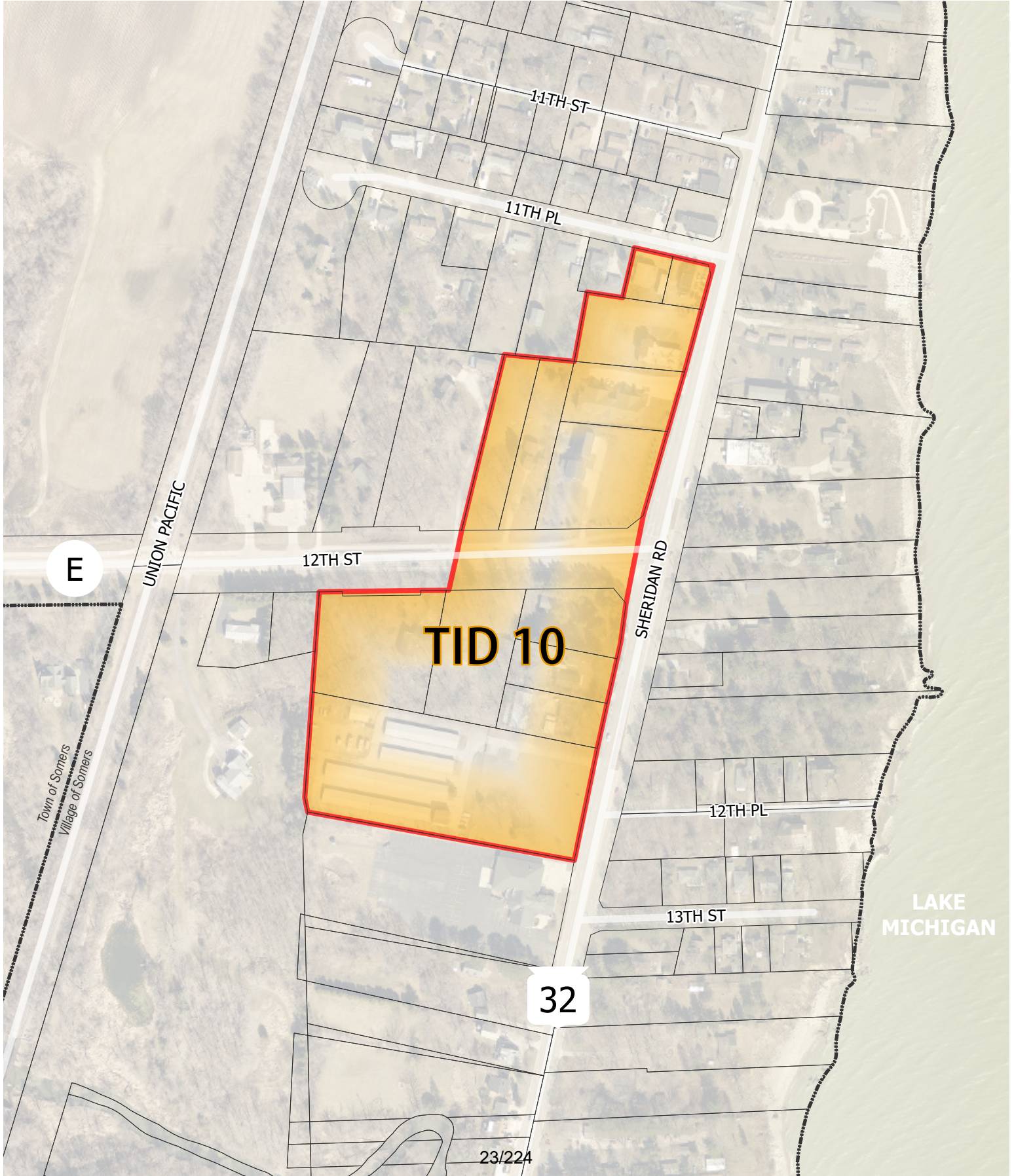


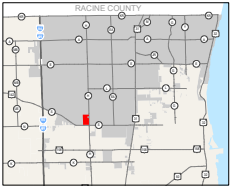


Village of Somers TAX INCREMENTAL DISTRICT # 10

Map Prepared By:

Kenosha County
Land Information Office
August 2024

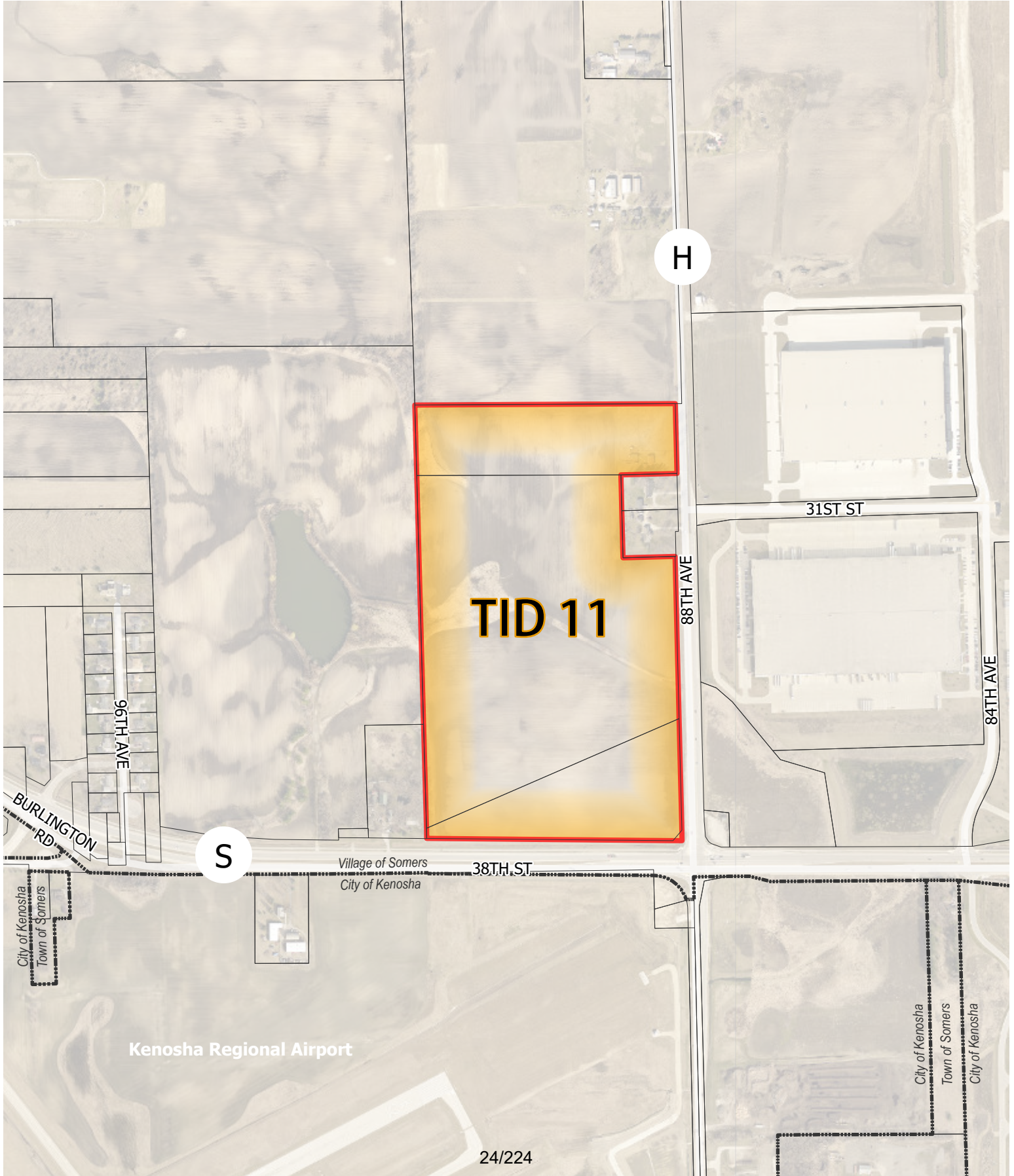




Village of Somers TAX INCREMENTAL DISTRICT # 11

Map Prepared By:

Kenosha County
Land Information Office
August 2024



TID 11

H

S

Village of Somers
City of Kenosha

38TH ST

31ST ST

88TH AVE

84TH AVE

96TH AVE

BURLINGTON RD

Kenosha Regional Airport

City of Kenosha
Town of Somers
City of Kenosha

Tax Incremental Financing Manual



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I. General Background

A. Tax Incremental Financing (TIF) Definition

1. TIF basic function

TIF is a financing option that allows a municipality (town, village or city) to fund infrastructure and other improvements, through property tax revenue on newly developed property. A municipality identifies an area, the Tax Incremental District (TID), as appropriate for a certain type of development. The municipality identifies projects to encourage and facilitate the desired development. Then as property values rise, the municipality uses the property tax paid on that development to pay for the projects. After the project costs are paid, the municipality closes the TID. The municipality, schools, county, and technical college are able to levy taxes on the value of the new development.

TIF use varies depending on the project and the municipality. In some cases, the municipality chooses an area it would like to develop or that is unlikely to develop without assistance. Then the municipality designs improvements (ex: roads, sidewalks, sewer systems) to attract growth. In other cases, a developer or company identifies a site where they might locate. A developer may also negotiate with the municipality to use TIF to fund some improvements (ex: demolition, soil clean up, roads, water) the developer needs. Either way, an area facing development challenges receives help to grow. This creates a larger tax base for the municipality and the overlying taxing jurisdictions (ex: schools, county, technical colleges). Generally, when the tax base grows and spending is stable, tax rates go down, decreasing property taxes for everyone.

Important

One key basis for the use of TIF is the "but for" requirement. As part of all creation resolutions, a municipality must affirm that the development would not happen "but for" the use of TIF. The municipality must believe that without TIF the development would never happen. This requirement is important to ensure TIF assists development projects needing help, but that it is not a gift of tax dollars to private developers or property owners. Review [Considerations for the Municipality](#) for more information.

2. TIF law background

Wisconsin adopted TIF legislation in 1975 to eliminate blighted areas in urban neighborhoods. Interest rates were high, making government borrowing expensive and municipal investment in infrastructure and redevelopment unattractive. In addition, the cost was high for redeveloping blighted areas compared to developing open areas. This was due to demolition, alteration, remodeling or repairing existing buildings, removing environmental contamination from soil or groundwater, or other site work. Before TIF law was enacted, if a municipality wanted to expand its local tax base, the municipality alone would pay the cost but the overlying taxing jurisdictions would also benefit from the growth. The legislature saw this situation as unfair and viewed TIF as a way to remedy the problem and encourage cooperation between local governments.

Since TIF law was first adopted, changes have been made to expand the ways municipalities can use TIF and increase the involvement of the overlying taxing jurisdictions and local residents.



Tax Incremental Financing (TIF) Manual

The chart below shows the law reference and creation year. Review [Summary of TIF Law Changes](#) for recent changes.

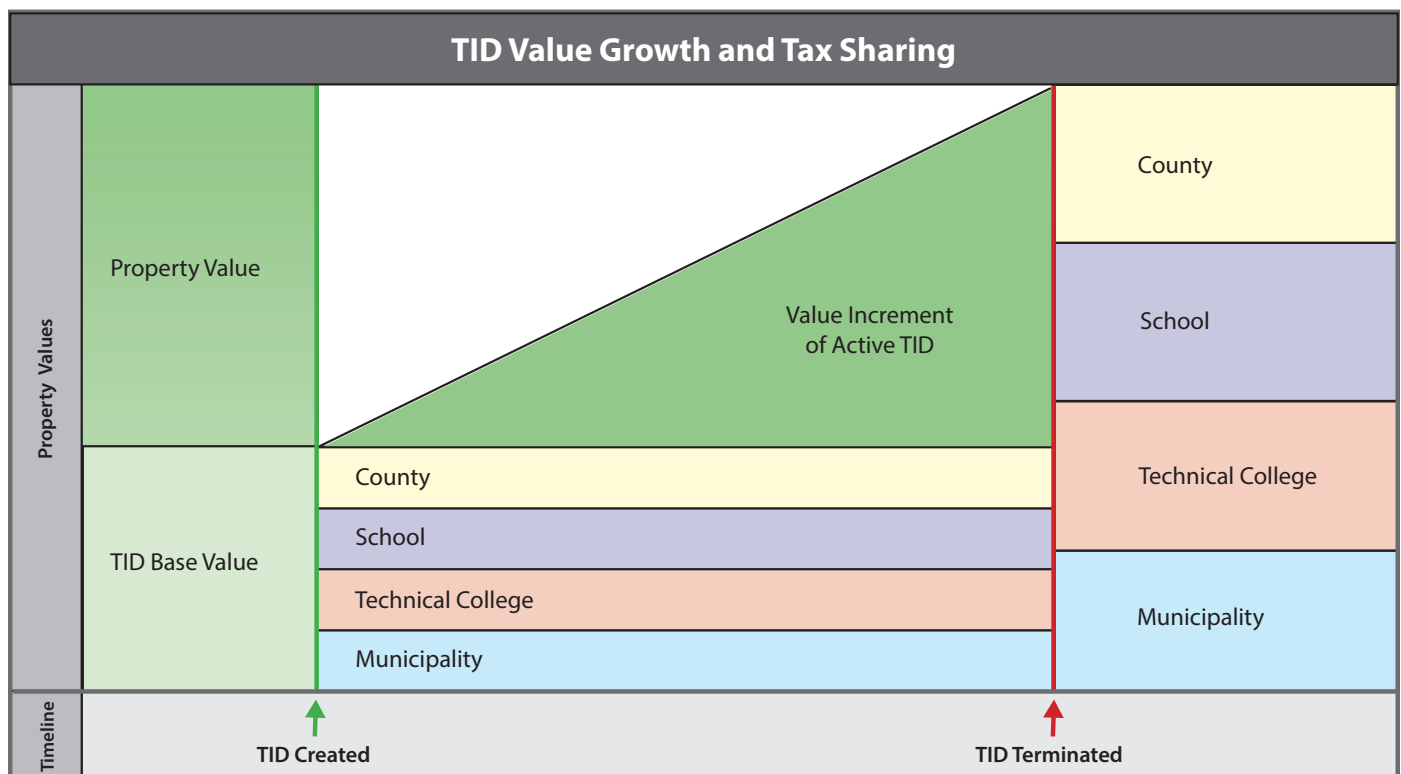
Eligible Municipality	WI Statute	Year Statute Created	TID Type
City or Village	66.1105	1975	Blight, Rehabilitation or Conservation, Industrial
City or Village	66.1105	2004	Mixed-use
City or Village	66.1105	2017	Environmental Remediation
Town	66.1105	2005	Any of the above as part of an annexation/cooperation agreement
City, Village or County	66.1106	1997 (ended 2017)	Environmental Remediation (now in 66.1105)
Town	60.85	2004	Agricultural, Forestry, Manufacturing, or Tourism
Town	60.23	2014	Same as created under 66.1105

Review [Summary Statistics](#) for more details on the trends in numbers and types of TIDs.

B. How TIF Works

When a municipality creates a TID, the municipality and other taxing jurisdictions agree to support their operation from the existing tax base within the TID. They agree the municipality will use the taxes on the value increase in the TID to pay for the investment.

1. Sharing the tax base



a. TID creation

When the municipality creates a TID, it establishes the base value of all the taxable property within the defined boundaries. The county, school, technical college and municipality in the chart above, make up the overlying taxing jurisdictions for the property in the base value. The overlying taxing jurisdictions share the tax revenue collected on this portion of the property value. After the TID is created, this tax revenue is allocated the



Tax Incremental Financing (TIF) Manual

same way as before the TID was created. In the chart, the county, school, technical college and municipality collect taxes on the property in the TID base. In areas with special taxing districts (ex: sanitary district or lake rehabilitation district), this district would appear in a row below the municipality.

Any new construction or investment in the TID property increases the value. The municipality collects the taxes on the growth in value of the property (the [Value increment](#)) as [Tax increment](#) revenue. The municipality can only use this revenue to pay for the improvements it made to the property in the TID according to the approved project plan.

b. TID termination

The municipality must terminate the TID at the end of the maximum life, or when the tax increments collected exceed the approved project costs. At termination, the entire TID's property value is available for the overlying taxing jurisdictions to tax. In the [TID Value Growth and Tax Sharing chart](#) on the previous page, the column on the right represents the increased property value subject to taxes. While the TID exists, tax revenue for each overlying jurisdiction is limited to the base value of the TID property. After terminating the TID, all the overlying taxing jurisdictions share the tax base; tax rates can be lowered to generate the same amount of revenue for the jurisdiction. Without the development encouraged by TIF, the base value would be the only value available for the jurisdictions to tax. Partnering to facilitate development helps all the overlying taxing jurisdictions increase their tax base. If the TID property value does not increase as expected, the municipality may not receive enough tax increment to pay its expenditures. In this case, when the TID terminates, the municipality is responsible for the unpaid debts.

Important

At termination, if the tax increment revenue exceeds the project costs, the municipality must return the surplus revenue to the overlying taxing jurisdictions in proportion to overlying taxing jurisdictions' respective tax levy without TIF.

2. Tax increment calculation

The Tax Increment Worksheet ([Form PC-202](#)) calculates the amount of taxes for the TIF fund. The worksheet uses the apportionment of each overlying taxing jurisdiction to determine the share of each district's tax revenues that will be part of the municipality's tax increment.

Example

This example shows how the county levy is apportioned and how the tax increment is calculated. The same process is used to determine the tax increment added to each of the other taxing jurisdictions' levies, including the levy for the municipality that created the TID.

Assumptions

- a) Entire county consists of four municipalities. Only Municipality "A" has a TID.
- b) Equalized property value in the four municipalities, including the TID increment are:

Municipal Values							Total	
A	\$400,000,000*	B	70,000,000	C	20,000,000	D	10,000,000	\$500,000,000
*Includes \$30,000,000 value increment								

- c) Municipality "A" has a TID 1 with values of:
 - Base value \$20,000,000
 - Current value 50,000,000
 - Value increment 30,000,000
- d) The county needs \$1,500,000 from property taxes for its budget

Note: Values of the taxing entity and any municipality with one or more TIDs, are reduced by the value increment in all the TIDs. This is referred to as TID/OUT in the upcoming charts.



Tax Incremental Financing (TIF) Manual

Step 1					
Formula to determine each municipality's percent of the county's value: Municipality Value ÷ County Value = % of County's Value					
Municipality	TID/Out Municipality Value	÷	TID/Out County Value	=	Percentage County Value
A	\$ 370,000,000	÷	\$ 470,000,000	=	.787234
B	70,000,000	÷	470,000,000	=	.148936
C	20,000,000	÷	470,000,000	=	.042553
D	10,000,000	÷	470,000,000	=	.021277
Totals	\$ 470,000,000		n/a		1.000000
Step 2					
Formula to determine the county tax apportioned to each municipality: Percentage County Value × County Levy = Apportioned Tax					
Municipality	Percentage County Value	×	County Levy	=	Apportioned Taxes
A	.787234	×	\$ 1,500,000	=	\$ 1,180,850
B	.148936	×	1,500,000	=	223,405
C	.042553	×	1,500,000	=	63,830
D	.021277	×	1,500,000	=	31,915
Totals	1.000000		n/a		\$ 1,500,000
Step 3					
Formula to determine the county tax rate each municipality will collect, including the tax increment: County Apportioned Tax ÷ (Municipality Equalized Value - Increment) = County Tax Rate per Municipality					
Municipality	Apportioned Municipality Taxes	÷	Municipality TID/Out Equalized Value	=	County Tax Rate for Each Municipality
A	\$ 1,180,850	÷	\$ 370,000,000	=	.0031915
B	223,405	÷	70,000,000	=	.0031915
C	63,830	÷	20,000,000	=	.0031915
D	31,915	÷	10,000,000	=	.0031915
Totals	\$ 1,500,000	÷	\$ 470,000,000		n/a
Step 4					
Formula to determine the county tax rate for each municipality (referred to TID/IN below) County Tax Rate × Total Equalized Value of all Municipal property = County Tax Collected (includes the tax increment for TID #1 in Municipality "A")					
Municipality	Tax Rate	×	Total Equalized Value Municipality TID/IN	=	County Taxes Collected
A	.0031915	×	\$ 400,000,000	=	\$ 1,276,600
B	.0031915	×	70,000,000	=	223,405
C	.0031915	×	20,000,000	=	63,830
D	.0031915	×	10,000,000	=	31,915
Totals	n/a		\$ 500,000,000		\$ 1,595,750
Total County Taxes Collected from Municipality "A"					\$ 1,276,600
Total County Apportioned Taxes for Municipality "A"					\$ 1,180,850
Tax Increment Received by Municipality "A"					\$ 95,750



Tax Incremental Financing (TIF) Manual

Step 1-4 Explanation

- County tax collected is apportioned to individual property owners in each municipality based on the assessed value of each parcel
- Amount of the tax apportioned by the county is \$1,500,000. Step 2 shows the amounts apportioned to each municipality.
- Tax increment of \$95,750 is the difference between the amount Municipality "A" collected by the county (\$1,276,600 shown in Step 4) and the amount apportioned for Municipality "A" (\$1,118,850 shown in Step 2)
- \$95,750 is the county portion of tax increment Municipality "A" receives and must deposit into the TID 1 fund for the TID's project costs

Step 5	Effect on the county tax rate if the TID in Municipality "A" terminates and the county's levy and each municipality's values remain the same	
County Levy	County Equalized Value	Tax Rate
\$ 1,500,000	\$ 500,000,000*	.030000

* Includes TID value increment in TID 1, Municipality "A"

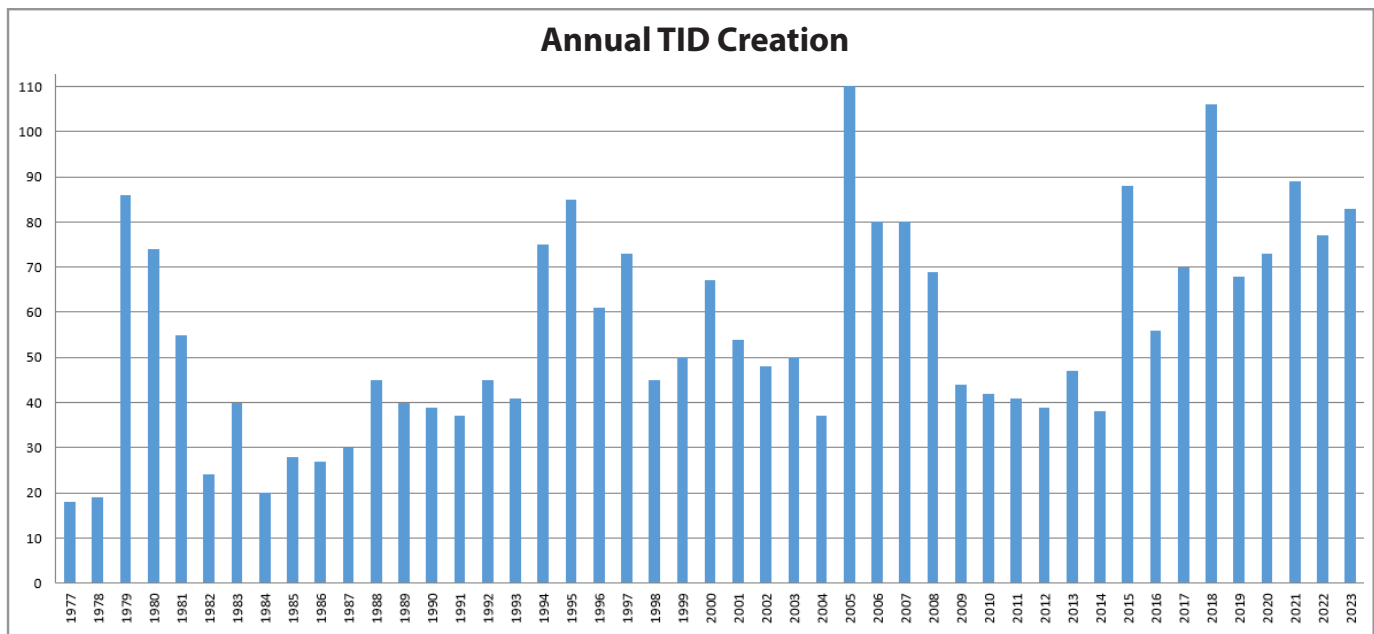
Step 5 Explanation

- There is a difference in the tax rate of 19.15 cents per thousand dollars of equalized value without the TID in Municipality "A" (.0031915 shown in Step 3), compared to the rate with the TID (.0030000 shown in Step 5)
- This results in a \$19.15 tax decrease for the county portion of taxes on a property valued at \$100,000 when the TID terminates

When a municipality has no TIDs, the municipal apportioned levy is the same as the county taxes collected. If there are no TIDs in a county, the county tax rate is lower for everyone. However, if there are TIDs, every taxpayer in the county pays a higher rate to generate the increment paid to the municipality operating the TID. All taxpayers in the county share this cost because they will all share the expanded tax base once the TID terminates.

C. Summary Statistics

The chart below shows TID creations by year. Overall, there has been steady growth since TIF was added to state law. There are a few noticeable spikes in creation activity due to law changes or economic trends.



1. Creation by TID type

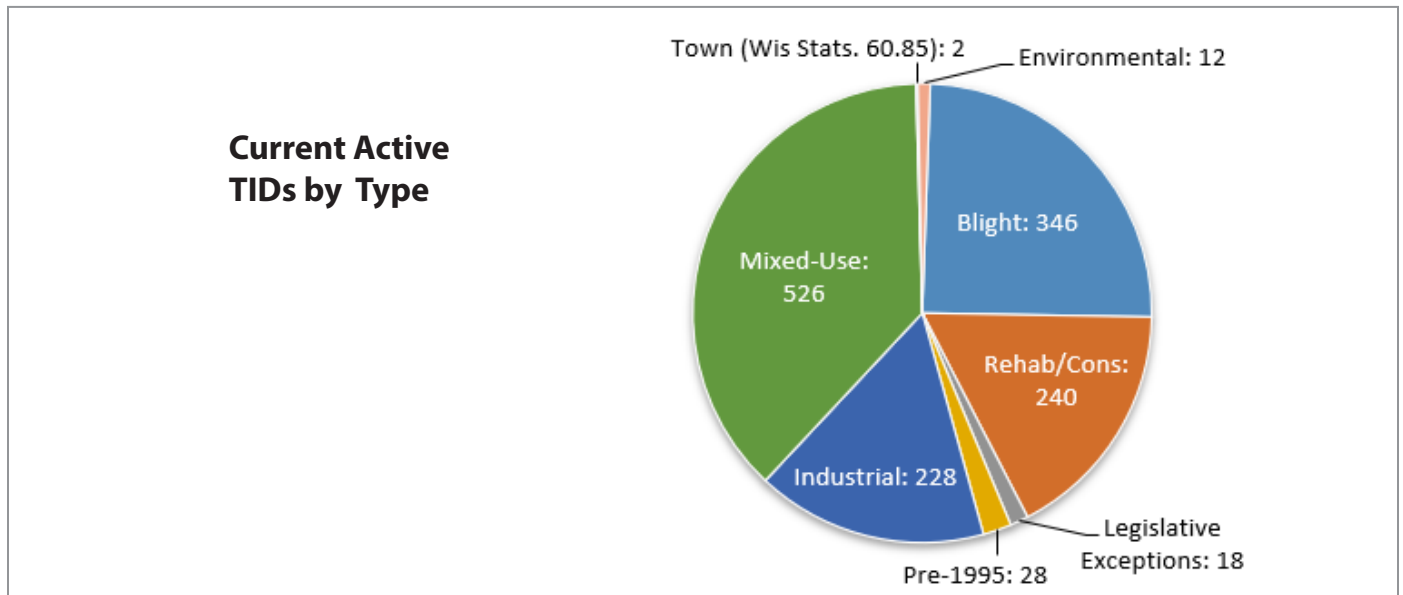
TIF law contains different rules based on TID type. The [TID Criteria Matrix](#) summarizes the rules governing the various TID types.

In 2023, the Wisconsin Department of Revenue (DOR) certified 83 new TIDs:

- 46 mixed-use
- 16 rehabilitation/conservation
- 13 blight elimination
- 8 industrial

2. Active TIDs by type

Currently there are 1,400 active TIDs. The chart below shows a breakdown of the active TIDs by type.

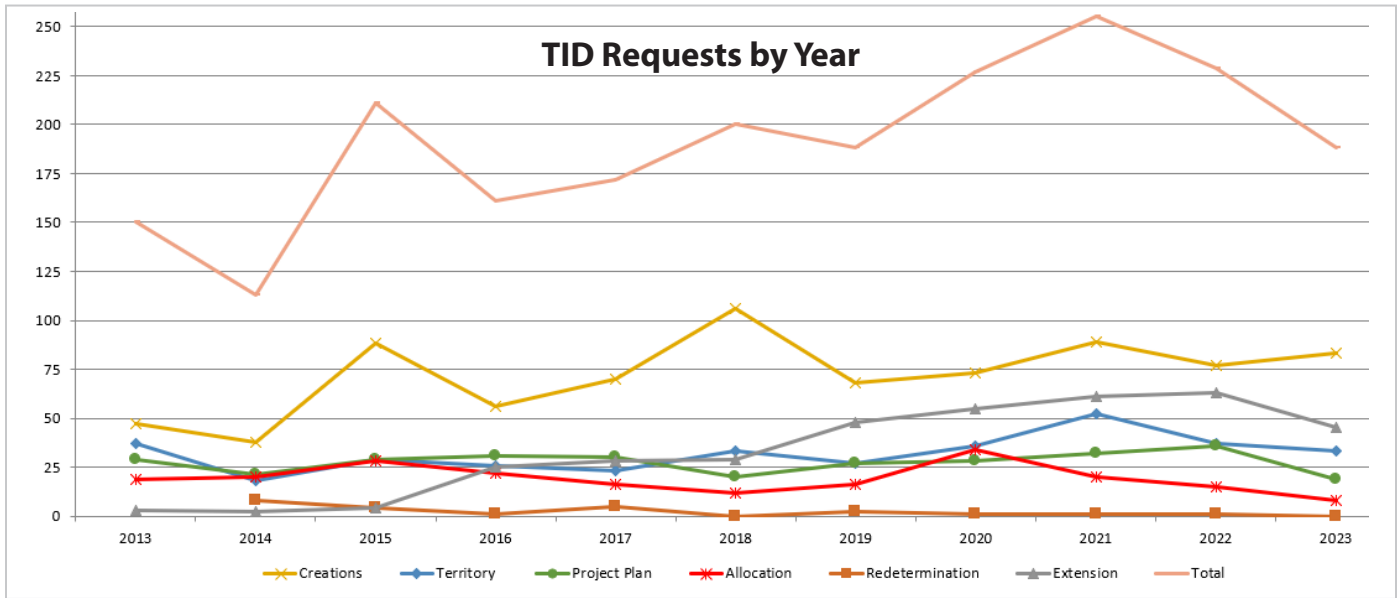


3. TID requests by year

TIF law allows municipalities to create TIDs and amend existing TIDs in different ways. In 2023, DOR approved these TID requests:

- 83 creations
- 33 territory amendments
- 19 project plan amendments
- 8 allocation amendments
- 0 base value redetermination amendment
- 45 extensions

The chart below shows the number of creations and amendment types requested by year.



Each municipality can add or subtract territory from an active TID up to four times during the life of the TID. Adding or subtracting parcels from an existing TID increases or decreases its base value.

Project plan amendments revise the planned development in the TID. An allocation amendment allows a municipality to transfer excess increment from one TID to another TID. There is no limit to the number of allocation or project plan amendments.

Base value redetermination amendments allow a municipality to reduce the base value of a TID in a decrement situation. One redetermination amendment is allowed during a TID's life.

A municipality may extend a TID's life to pay on existing debt and/or to use the last year of increment for affordable housing. There are three types of extensions available: standard extension, technical college extension and affordable housing extension.

Review [TID Amendments](#) and [Extensions](#) for more information.

4. TIF and property taxes in Wisconsin

The Legislative Fiscal Bureau publishes [Informational Paper 21](#) on TIF every two years. It contains background, municipal authority information and statistics on TIF use.

D. Summary of TIF Law Changes

2023 Acts 12 and 138

Act 12

Personal Property exemption

- Effective January 1, 2024
- Exempts personal property from taxation
- Establishes a process for municipalities to request DOR adjust the base value of TIDs to account for the exemption of personal property



Levy Limit adjustments

- Effective beginning with TIDs created January 1, 2025:
 - » TID new construction annual levy adjustment – municipalities may use up to 90% of new construction within a TID to determine the levy increase
 - » TID termination levy adjustment
 - Allows a one-time levy adjustment equal to 10% of the new construction value within the TID
 - Adjustment may be increased by an additional 15% if the TID closes prior to 75% of the expected life, as determined by the Joint Review Board (JRB)
 - » TID subtraction levy adjustment
 - Allows a one-time levy adjustment equal to 10% of the new construction value within the area subtracted
 - » JRB must establish the year the TID is expected to terminate

Act 138

Taxing jurisdiction notification

- Effective January 1, 2025, for municipal TID creations and amendments:
 - » Removed requirement to use first class mail when sending the public hearing notice to affected taxing jurisdictions
 - » Municipality can email the public hearing notice to taxing jurisdictions
 - » Change does not apply to Town TIDs created under sec. 60.85, Wis. Stats.

2021 Acts 61, 68, 142, 149

Act 61

Distribution of state aid after a TID terminates

- Effective July 10, 2021, starting with 2022 distributions for:
 - » Exempt computer aid payments
 - State will distribute aid to the municipality and other taxing jurisdictions the year after termination and each year thereafter
 - » Personal property aid payments
 - State will distribute aid to the municipality and other taxing jurisdictions the year after termination and each year thereafter
 - Reimbursement for TIDs active in the 2017 tax year that terminated since and would have received aid
 - Terminated TID aid payments will not be included in levy/revenue limit calculations
 - Updates expenditure restraint program to exclude expenditures of terminated TID personal property aid payments

Act 68

Expenditure period for TIDs in an electronics and information technology manufacturing (EITM) zone

- Effective July 10, 2021
- For certain expenses, extends the expenditure period from 84 to 180 months after TID's creation
- Applies to expenses for:
 - » Constructing or expanding fire stations
 - » Purchasing police and fire equipment
 - » General operating expenses related to providing police and fire protection



Act 142

Requires reporting the value of net new construction in TIDs

- Effective January 1, 2023
- In 2023, Municipal Assessment Report (MAR) will include new fields for assessors to report new construction and demolition values for each TID
 - » DOR will publish a TID Net New Construction Values report in the fall of 2023
- In 2024, the 2023 TID Annual Report (Form PE-300) will include:
 - » Net new construction values for each year beginning with 2023
 - » New construction percentage
 - » TID new construction impact on municipal levy

Act 149

Amends the environmental pollution definition for environmental remediation TIDs

- Effective October 1, 2022
- Adds substances that if released into the air, land or waters due to redevelopment of an existing structure would be harmful to either:
 - » Public health
 - » Commercial or recreational use

2017 Acts 15, 58, 70

Act 15

1. Termination and administrative fee deadline change

- Effective: January 1, 2018
- Changes the deadline for TID terminations from May 15 to April 15
 - » **Example 1:** If a termination resolution is adopted from May 16, 2017 to April 15, 2018, the termination year is 2018 and TID number is removed from the 2018 tax roll
 - » **Example 2:** If a termination resolution is adopted from April 16, 2018 to April 15, 2019, the termination year is 2019 and TID number is removed from 2019 tax roll
- Changes deadline for administrative fee (\$150 per active TID) from May 15 to April 15

2. TID Annual Report changes

- Effective: January 1, 2018 (for 2017 reporting year)
- Sets maximum penalty of \$6,000 for reports not filed timely – penalty for late filing remains \$100 per TID per day (applied beginning 60 days after report is past due)
- DOR reduces shared revenue payments for any unpaid penalty
- Removes the extra 30-day extension when an estimated report is filed

3. Base value for town TIDs created under 60.85

- Effective date retroactive to October 1, 2015
- Excludes town-owned property from the TID base value calculation
- Town TIDs are now consistent with municipal TIDs as changed in [2015 Act 255](#)

4. Notification to DOR of adopted amendments

- Effective: January 1, 2018
- Removes municipality's requirement to notify DOR of TID amendments during May 1 to May 21 each year
- Keeps requirement to notify DOR within 60 days after the amendment is adopted



Act 58

TIDs created in an electronics and information technology manufacturing (EITM) zone

- Effective: September 20, 2017
- Authorizes the creation of an electronics and information technology manufacturing zone and, in connection with that zone, creates special provisions for TIDs:
 - » Exception to 12% limit (no limit for these TIDs and not in the calculation for other municipal TIDs)
 - » 30-year life with expenditures allowed throughout life
 - » Mixed-use or industrial types
 - » Allows TID project costs throughout the county
 - » Allows police/fire costs (with some limitations)
- There are separate due dates/timeframes for these TIDs:
 - » Municipal resolution adopted January 1 to December 1 – if resolution states effective same year, then forms due to DOR December 31
 - » Municipal resolution adopted January 1 to December 1 – if resolution states effective the following year, then forms due to DOR November 30 of the following year
 - » Municipal resolution adopted December 2 to 31 – effective date is the following year with the forms due to DOR November 30 of the following year

Act 70

1. Environmental Remediation (ER) Tax Incremental Districts (TID)

- Effective date: November 29, 2017
- ER TIDs created by a municipal resolution:
 - » Before November 29, 2017 – must follow sec. [66.1106](#), Wis. Stats., and are not affected by 2017 Act 70
 - » On or after November 29, 2017 – must follow sec. [66.1105](#), Wis. Stats.
- All ER TIDs must now be created under sec. 66.1105, Wis. Stats.

2. Requirements/limits

- Maximum life is 27 years with a possible three-year standard extension
- Before creating an ER TID under sec. 66.1105, Wis. Stats., the municipality must obtain a certification of its site investigation report from the Wisconsin Department of Natural Resources (DNR) and email both the report and certification to DOR. To obtain this certification, a municipality must provide DNR the site investigation report including:
 - » Description of the environmental pollution in the proposed district
 - » Proposed remedial action plan
 - » Cost estimates for expected project costs
 - » Schedule for remediation (design, implementation, construction)
- At least 50% of the TID area has significant environmental pollution
- Project plan must specify either:
 - » All project costs will be paid within 90% of the TID's remaining life
 - » Expenditures will only be made in the first half of the TID life; exception – expenditures for significant environmental pollution not identified in the certified site investigation report may continue for 22 years (5 years before the maximum life)
- May only allocate excess funds to other ER TIDs (created under sec. 66.1105 or 66.1106, Wis. Stats.)
- A municipality may designate only one ER TID created under sec. 66.1105 Wis. Stats., as excluded from the 12% value limit. Once the excluded TID is designated, it cannot be changed.

3. TID base value

- When an ER TID is created under sec. 66.1105, Wis. Stats., DOR sets the base value to \$1
- When the ER TID is amended to add territory, the full value of the additional parcels as of January 1 of the amendment year is added to the existing \$1 base value

2015 Acts 254, 255, 256, 257

Act 254

1. Three-year extension request

- Effective: March 3, 2016
- Allows municipality to amend the TID or request a three-year extension to a TID's life through a Joint Review Board (JRB) resolution if tax increments are impacted by 2013 Act 145 that increased state aid to technical colleges

2. DOR determination

- Effective: March 3, 2016
- Requires DOR to indicate in a fiscal estimate if a bill will increase or decrease the increment collection for TIDs or if the effect is indeterminate

Act 255

1. Removes vacant property restriction

- Effective for TIDs created or project plans amended on or after October 1, 2015
- Removes restriction that vacant property may not comprise more than 25% of TID for creations after effective date

2. Excludes city-owned property

- Effective for TIDs created or project plans amended on or after October 1, 2015
- Revises TID base value calculation to exclude exempt city-owned property

Act 256

1. Increases JRB review time

- Effective: March 3, 2016
- Changes JRB review period from 30 to 45 days to approve municipality's TID resolution

2. Changes levy limit calculation

- Effective: March 3, 2016
- Changes calculation of levy limit exception – a municipality's equalized value for preceding year excludes the value of any TID increments for the year a TID terminates

3. Restricts industrial zoning

- Effective: March 3, 2016
- TID industrial zoning requirements only apply to industrial TIDs

4. Changes public notice requirement on amendments

- Effective: March 3, 2016
- Changes Planning Commission Hearing Notice from Class 2 to Class 1 for TID amendments

5. Adds one more year to TIDs created between September 30 and May 15

- Effective: March 3, 2016
- Adds one-year life and allocation extension for new TIDs when the municipality adopts the resolution between September 30 and May 15

Act 257

1. Requires standing JRB

- Effective October 1, 2015 for 60.85 Town TIDs and October 1, 2016 for all TIDs
- Must meet July 1 annually or as soon as the annual report is available to review
- Remains in existence the entire time TID exists with same taxing jurisdictions
- May disband following termination of all existing TIDs
- Applies to all TID types, including industry-specific town TIDs and Environmental Remediation TIDs

2. Repeals DOR's review of industry-specific town TIDs

- Effective October 1, 2015 for 60.85 Town TIDs and October 1, 2016 for all TIDs
- Repeals DOR's review and determination whether the money expended, or debt incurred, by an industry-specific town TID complied with state law

3. Requires municipality to electronically submit annual TID Report

- Effective October 1, 2015 for 60.85 Town TIDs and October 1, 2016 for all TIDs
- Municipality must submit an electronic annual report for each existing TID to each overlying taxing jurisdiction. Annual reports are due to DOR starting July 1, 2016 for Town TIDs and July 1, 2017 for all other TIDs. The annual report must contain:
 - » Name assigned to the TID
 - » Developer named in agreement with municipality or receiving financial assistance
 - » Date municipality expects TID to terminate
 - » Tax increment amounts to be deposited into a special fund for the TID
 - » Contact person designated by municipality to respond to annual report questions
 - » Analysis of TID special fund:
 - Balance at beginning of the year
 - Amounts deposited by source, including amounts received from another TID
 - Special fund's expenditures by category of allowed project costs
 - Balance at end of year, including breakdown by source identifying portion of balance required for payment of anticipated project costs
 - Portion of ending balance not identified for payment of anticipated project costs designated as surplus

4. Requires DOR to develop annual report process

- Effective October 1, 2015 for 60.85 Town TIDs and October 1, 2016 for all TIDs
- Create format of annual reports in 2016
- Post reports no later than 45 days after receipt
- Determine whether to grant an extension if municipality provides evidence report is being completed
- Post on DOR website a list of extensions, period of extension and whether municipality filed annual report within extension period
- Notify municipality annual report is past due if municipality does not timely file
- Charge municipality \$100 each day annual report is past due. Fees will be deposited in common school fund.

II. Tax Incremental District (TID) Details

A. TID Creation

Wisconsin's Tax Incremental Financing (TIF) law regulates the creation of TIDs. The law requires specific documentation and establishes the procedures a municipality must follow to create a new TID. The purpose of the requirements is to make it easy for the public to obtain information and include the public in the decision-making process. The project plan makes the TID information clear to the public. Mandatory notices, a public hearing, and waiting periods ensure the opportunity for public participation. The municipality must also create a Joint Review Board (JRB) to obtain approval from the overlying taxing jurisdiction.

Follow these steps to create a TID under state law (sec. [66.1105](#), Wis. Stats.). The [TID Checklist](#) has additional details.

1. Prepare a proposed project plan describing the TID boundary, projects and costs

(sec. [66.1105\(4\)\(f\)](#), Wis. Stats.)

- Identify the TID boundary, which must contain whole parcels and the minimum required acreage for the specific TID type. Review the [Resolution Checklist](#) for details.
- Review [Guidelines for Project Plans](#) for a list of all topics that must be covered in the Project Plan
- Projects impacting a TID, but not entirely in the TID's boundary, may have costs that are partly eligible (ex: if a water tower or sewer improvements serve the TID, the part of the total cost benefitting the TID can be paid with increment revenue). The municipality must determine how much of the cost is eligible and identify this cost in the plan.
- Wetlands can be within the TID's designated boundaries, but under state law cannot be included in a TID. To remove wetlands from the TID, include an explanation on the map or in the TID's boundary description stating all wetlands in the area are excluded from the TID. The exclusion of the wetlands must not eliminate the contiguity of the TID.
- When preparing the project plan for a TID creation or territory amendment, DOR recommends involving the municipal and state manufacturing assessors, and the county real property lister
- Town TIDs created under sec. 60.85, Wis. Stats., are limited to specific projects in the general categories of agricultural, forestry, manufacturing or tourism. Review the [Eligible Projects for a Town TID](#) web page for more information.

2. Prepare a notice – indicating when the municipality will hold the public hearing on the proposed project plan, boundaries and creation of the district (sec. [66.1105\(4\)\(e\)](#), Wis. Stats.). The notice:

- Must include the place, date and time of the hearing
 - » For a virtual meeting, include the web link or phone access code, plus contact information for anyone who needs an accommodation or assistance
- Must state that the municipality will provide a copy of the proposed plan on request
- Must include a statement about cash grants, if applicable
- Should include the location of the proposed district

3. If the TID is a blight or rehabilitation/conservation type, identify the affected properties –

notify the owners of property identified as blighted or in need of rehabilitation/conservation at least 15 days before the public hearing (sec. [66.1105\(4\)\(c\)](#), Wis. Stats.)

Note: For town TIDs created under sec. 60.85, Wis. Stats., the municipality must send a notice to all property owners in the TID.

4. Send a copy of the hearing notice to overlying taxing jurisdictions, prior to publication

(sec. [66.1105\(4\)\(a\)](#) and [\(e\)](#), Wis. Stats.)

- **Before January 1, 2025, for municipal TIDs or for Town TIDs created under sec. 60.85, Wis. Stats.** – send the public hearing notice by first class mail
- **On/after January 1, 2025, for municipal TIDs** – mail or email the public hearing notice
- Request that the local governing jurisdictions designate a representative to serve on the Joint Review Board (JRB)
- **Overlying taxing jurisdictions** – include any governmental entity with the power to levy taxes on property located within the proposed TID boundaries (ex: county, school district(s), technical college district and any special taxing jurisdictions)
- **Special taxing jurisdictions** – are metro sewer districts, sanitary districts or lake rehabilitation/protection districts
- Municipality must notify any affected special districts of the public hearing, but these special districts do not have a representative on the JRB

5. Publish two notices for the public hearing – the first notice 14 days before the meeting and the second, seven days before, following Wis. Stats. Chapter [985](#) (sec. [66.1105\(4\)\(e\)](#), and [66.1105\(5\)\(d\)](#), Wis. Stats.)

Notices must be published properly. Before publishing, verify the notice:

- Includes the place, date and time of the hearing
- States that the municipality will provide a copy of the project plan on request
- Includes a statement about cash grants, if applicable
- Includes the location of the proposed district
- Review the [TIF Public Notices](#) web page for sample notices and additional information

6. Convene a JRB and publish a meeting notice – at least five days before the first JRB meeting (secs. [66.1105\(4m\)\(a\)](#) and [66.1105\(4m\)\(e\)](#), Wis. Stats.)

- School district, county, technical college district and the municipality each appoints a member of the JRB
- JRB also includes a public member appointed by the other members
- **First meeting** – JRB must hold its first meeting within 14 days of the hearing notice publication, but before the public hearing. The representatives select the chairperson and public member at the first meeting.
- JRB must continue while any TID exists in the municipality (sec. [66.1105\(4m\)\(a\)](#), Wis. Stats.)
- Review [Joint Review Board](#) for more information on JRB representatives

Note: For a town TID created under sec. [60.85](#), Wis. Stats., the town must convene a JRB, however, a meeting notice is not required.

7. Hold a public hearing (sec. [66.1105\(4\)\(a\)](#), [\(e\)](#) and [\(f\)](#), Wis. Stats.)

- Planning Commission (or the municipality's Development or Redevelopment Authority) conducts a hearing on the proposed TID boundaries and project plan
- These topics can be discussed in the same meeting or separate meetings
- The meeting gives residents an opportunity to express their views

8. Adopt a Planning Commission resolution (sec. [66.1105\(4\)\(b\)](#) and [66.1105\(4\)\(d\)](#), Wis. Stats.)

The meeting to adopt the resolution can immediately follow the public hearing. The Planning Commission adopts a resolution that covers these items:

- Boundaries of the TID
- Approval of the TID's project plan
- After adoption, the Planning Commission submits its approval to the local legislative body

9. Approve the plan; adopt a municipal resolution (secs. [66.1105 \(4\)\(g\)](#), [\(gm\)](#), [\(i\)](#) and [60.85\(3\)\(h\)](#), Wis. Stats.)

- Municipal legislative body approves the project plan and adopts the creation resolution
- Municipality must wait at least 14 days after the public hearing (30 days for a town TID created under sec. 60.85, Wis. Stats.) to adopt a creation resolution
- Boundaries adopted by the municipal legislative body are the final boundaries and do not have to match those adopted by the Planning Commission
- Project plan must be adopted before (or when) the TID is created
- Review the [Resolution Checklist](#) for details on required wording in the municipal resolution
- After the municipality adopts the project plan and creates the district, it forwards the documents to the JRB

TID's official creation date is the date the municipality adopts the creation resolution. Creation date determines:

- Start date for the TID maximum life and when expenditures (other than planning) begin and end
 - » **Note:** In 2015, [Act 256](#) (effective March 3, 2016) added one year of life for new TIDs when the municipality adopts the resolution between September 30 and May 15
- Valuation date
 - » When the municipality adopts the creation resolution by September 30, the valuation date is January 1 of the same year
 - » When the municipality adopts the creation resolution after September 30, the valuation date is January 1 of the next year
- When the creation documents are due to DOR
- Review the [TID Creation Timeframes](#) table for more information

10. Approve the proposal; adopt a JRB resolution (sec. [66.1105\(4m\)\(b\)](#) and [\(c\)](#), Wis. Stats.)

- JRB reviews the public record, planning documents and the municipal resolution
- JRB must approve or deny the TID within:
 - » 45 days after receiving the creation resolution for a municipal TID created under sec. 60.23(32) or 66.1105, Wis. Stats.
 - » 10-45 days after receiving the creation resolution for a town TID created under sec. 60.85, Wis. Stats.
- The JRB may hold additional public hearings
- JRB's decision to approve or deny the proposal must be based on three criteria – whether the:
 - » Expected development would occur without using TIF
 - » Economic benefits are sufficient to compensate for the cost of improvements
 - » Benefits outweigh the anticipated tax increments to be paid by property owners in overlying districts
- JRB resolution must confirm the proposal meets these criteria. Review [Joint Review Board](#) for more information.
- For TIDs with a municipal creation resolution adopted on/after October 1, 2024, the JRB resolution must state the year the JRB expects the TID to terminate
- Majority of the JRB must approve the TID or it cannot be created
 - » The JRB must submit its decision to the municipality within seven days of making the decision
 - » If the JRB rejects the proposal, the JRB must provide a written explanation to the municipality

11. Notify DOR – municipal clerk should email tif@wisconsin.gov to notify DOR of the creation resolution within 60 days of JRB approval

12. Email the required documents (sec. [66.1105\(5\)\(b\)](#) and (c), Wis. Stats.)

After the municipality and the JRB approve the TID, the municipal clerk must provide all the required documents to DOR by:

- October 31 – for a municipal TID created under sec. 60.23(32) or 66.1105, Wis. Stats.
- December 31 – for a town TID created under sec. 60.85, Wis. Stats.

Required documents are described in the [TID Checklist](#):

- Legal documents (including required form)
- Map and boundary description
 - » Parcel identification numbers (or tax key numbers) must match assessment roll
 - » Parcel numbers on the map and value forms must match
- Project plan with attorney opinion letter
- Value forms with clerk and assessor declarations

The municipal resolution adoption date determines the creation year. For more details on relevant creation dates, review the [TID Creation Timeframes table](#). Review the [Municipal TID creation](#) or [Town TID creation](#) web page for required forms, publications, and more detailed information.

13. Pay the DOR one-time only TID creation fee of \$1,000 – through [My Tax Account](#) by October 31 (sec. [66.1105\(5\)\(a\)](#), Wis. Stats.)

14. DOR reviews and certifies (sec. [66.1105\(5\)\(b\)](#) and [66.1105\(5\)\(d\)](#), Wis. Stats.)

DOR verifies the above steps were followed before certifying the TID base value. DOR determines the full value of the taxable property within the district and emails a certification letter to the municipal clerk with the approved base value.

15. Identify the property on the assessment roll (sec. [66.1105\(5\)\(f\)](#), Wis. Stats.)

The municipal assessor must identify property within a TID on the assessment roll. The clerk verifies the TID number is coded to the property on the tax roll. Review the [TID Creation Timeframes table](#) to determine on which year's tax roll to include the TID number. The municipality must also notify the county real property lister about a TID creation.

B. TID Amendments

After a TID is created, the municipality may amend the TID.

1. Adopting a TID amendment

The process for adopting a TID amendment is similar to the process for creating the TID; however, there are two important differences. (sec. [66.1105\(4\)\(h\)1](#), Wis. Stats.)

- Amendments require one notice (creations require two notices) prior to the public hearing
- There is no waiting period prior to the municipal resolution (creations require 14-30 days). The municipality may adopt the resolution any time after receiving the resolution from the Planning Commission.

Amendment notice must state:

- Amendment description, including purpose of the amendment, proposed projects and costs
- Place, time and date of the hearing
 - » For a virtual meeting, include the web link or phone access code, plus contact information for anyone who needs assistance
- That copies of the project plan are available on request
- If applicable, that cash grants are part of the costs

Review the [TID Checklist](#) for details on the steps and documents required for each amendment type. For each amendment, the municipality must create an updated project plan detailing the changes.

2. TID amendment types

a. Territory amendment (sec. [66.1105\(4\)\(h\)2](#), Wis. Stats.)

A municipality may revise the boundaries of a TID to add or remove property up to four times during the TID's life.

After DOR certifies a territory amendment, the municipal assessor must add or remove the TID number on the affected property on the assessment roll. The clerk must verify the TID number is coded to the property correctly. The municipality must notify the county real property lister about any property added to or subtracted from the TID.

1) Adding parcels

Parcels can only be added if:

- Additional territory is contiguous to the TID
- Municipality's equalized TIF value limit is below:
 - » 12% for cities or villages
 - » 7% or 5% for towns
 - » For more information review [TIF - Value Limit Common Questions](#)

Note: A town with a TID created under sec. 60.85, Wis. Stats., can only add territory once during the TID's first five years and cannot subtract territory.

See the [TID Checklist](#) for required documents:

- Legal documents (including required form)
- Map and boundary description
 - » Map must identify added parcels but still show the entire TID boundary
 - » Parcel identification numbers (or tax key numbers) must match assessment roll
 - » Parcel numbers on the map and value forms must match
 - » Legal description must describe the full TID boundary updated to include the additional territory
- Project plan with attorney opinion letter
- [TID Base Value Workbook](#) with clerk and assessor declarations – only list the parcels that are being added to the TID
 - » When the municipality adopts the amendment resolution by September 30, the valuation date is January 1 of the same year
 - » When the municipality adopts the amendment resolution after September 30, the valuation date is January 1 of the next year

Review the [Territory Amendment \(adding parcels\)](#) web page for required forms, publications, and more detailed information.

2) Subtracting parcels

- The process for subtracting territory parallels the process for adding territory, except the subtracted values are based on the year the property entered the TID
- Parcels can only be subtracted if the TID boundaries remain contiguous after the subtraction
- Municipalities exceeding the value limit can subtract parcels
- Municipality must adopt amendment resolution by September 30 for the TID property to be removed from the next year's tax roll

See the [TID Checklist](#) for required documents:

- Legal documents (including required form)
- Map and boundary description
 - » Map must identify subtracted parcels but still show the entire TID boundary
 - » Parcel numbers on the map and on the value forms must match
 - » Legal description must describe the full TID boundary updated after the removal of the subtracted parcels
- Project plan with attorney opinion letter
- [TID Territory Subtraction Workbook](#) with clerk and assessor declarations – list subtracted parcels and personal property with the value based on the year the property entered the TID

Review the [Territory Amendment \(subtracting parcels\)](#) web page for required forms, publications, and more detailed information.

3) Adding and subtracting parcels

- A municipality can add and subtract territory at the same time
- The process and requirements are the same as separate addition and subtraction amendments; however, territory is both added and subtracted in the same amendment
- An amendment adding and subtracting property at the same time is considered one amendment toward the limit of four
- A municipality may not subtract parcels and add them back into the TID in the same year

Parcels can only be added and subtracted if:

- TID boundaries remain contiguous after the addition and subtraction
- Value limit is met because, either the municipality is:
 - » Below the 12% value limit and remains below the limit after the addition and subtraction amendment
 - » Above the 12% limit, but the combined value of the addition and subtraction amendments results in a negative value

Note: The added property uses the current value and subtracted property uses the value from the year they entered the TID.

See the [TID Checklist](#) for required documents:

- Legal documents (including required form)
- Map and boundary description
 - » Map must identify added and subtracted parcels but still show the entire TID boundary
 - » Parcel identification numbers (or tax key numbers) must reflect assessment roll
 - » Parcel numbers on the map and value forms must match
 - » Legal description must describe the full TID boundary updated to include the additional territory and remove the subtracted territory
- Project plan with attorney opinion letter
- [TID Base Value Workbook](#) with clerk and assessor declarations – only list the property being added to the TID
 - » When the municipality adopts the amendment resolution by September 30, the valuation date is January 1 of the same year
 - » When the municipality adopts the amendment resolution after September 30, the valuation date is January 1 of the next year
- [TID Territory Subtraction Workbook](#) with clerk and assessor declarations – list subtracted property and value based on the year the property entered the TID

See the [Territory Amendment \(adding parcels\)](#) and [Territory Amendment \(subtracting parcels\)](#) for required forms, publications, and more detailed information.

b. Project plan amendment

A municipality may amend the project plan to revise any of the topics covered in the most recently approved project plan. The amended TID project plan must still cover the topics outlined in the [Guidelines for Project Plans](#).

Generally, the municipality changes the projects and their costs. The municipality may need additional improvements in a TID to generate the desired growth or a TID may generate enough funds to finance additional projects. If the municipality adds project costs, it must update the plan's financial analysis. The increment must still be able to pay for the improvements within the life of the district. A project plan amendment does not alter the expenditure period or the TID maximum life.

There is no limit on the number of project plan amendments during a TID's life.

See the [TID Checklist](#) for required documents:

- Legal documents (including required form)
- Project plan with attorney opinion letter

Review the [Project Plan and/or Allocation Amendments](#) for required forms, publications, and more detailed information.

c. Allocation amendment (sec. [66.1105\(6\)\(d\)](#), Wis. Stats.)

An allocation amendment allows the municipality to redirect revenue from one TID (called the "Donor TID") to another TID (called the "Recipient TID"). This may be advantageous when one TID is generating more revenue than expected and another is performing below expectations.

Before an allocation amendment is adopted, the JRB members and the public must understand that it will direct more revenue than planned to the municipality's TIF fund. The increment revenue transferred from the donor TID to another TID postpones the date the donor TID can fully pay its costs and be terminated. This delays when the tax increment is available to the overlying taxing jurisdictions.

Allocation amendment requires:

- Donor and Recipient TIDs have the same overlying taxing jurisdictions
- Donor TID demonstrates the current increment is sufficient to pay off all costs and provide enough surplus revenue to pay some of the costs for the recipient TID
- Resolutions adopted by the Planning Commission and the legislative body to state specifically from which TID the increments are coming and to which TID the surplus is going

See the [TID Checklist](#) for required documents:

- Legal documents (including required form)
- Project plan with attorney opinion letter

Allocations are only allowed in specific scenarios, which are outlined in the [TID Allocation Amendment Types](#).

Review the [Project Plan and/or Allocation Amendments](#) web page for required forms, publications, and more detailed information.

d. Base value redetermination amendment (sec. [66.1105\(5\)\(h\)](#) and [\(i\)](#), Wis. Stats.)

A municipality can request a base value redetermination for a TID in a decrement situation if:

- TID's current year equalized value (review the [TID Statement of Changes Report](#)) is at least 10% below the base value of the TID for two consecutive years (decrement) (sec. [66.1105\(2\)\(aj\)](#), Wis. Stats.)
 - » Municipality's resolution date for the redetermination amendment determines the two consecutive years
 - The two most current years based on the date of the resolution are used
 - » Example: a municipal resolution adopted May 21, 2022, must show that both the 2021 and 2020 values are 10% below the TID's base value

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- TID was created under state law sec. [66.1105](#), Wis. Stats.
- TID had no previous redetermination. Only one redetermination amendment is allowed during a TID's life.

Complete the [TID Base Redetermination Worksheet](#) to confirm the TID qualifies. The municipality must adopt the amendment resolution by September 30 for the value change to be effective the next tax year.

See the [TID Checklist](#) for required documents:

- Legal documents (including required form)
- Project plan with attorney opinion letter
- [TID Base Redetermination Worksheet](#) showing the TID meets the decrement criteria

Review the [Base Value Redetermination](#) web page for required forms, publications, and more detailed information.

e. Distressed/severely distressed amendment (sec. [66.1105\(4e\)](#), Wis. Stats.)

From 2008 through 2015, a municipality could extend the life of a TID experiencing financial difficulty by adopting a resolution designating the TID as distressed or severely distressed. This allowed the TID additional time to pay off expenditures. The ability to use this designation ended on September 30, 2015. For more information, review the [TIF Distressed/Severely Distressed](#) web page.

f. Amendment fees and due dates (sec. [66.1105\(5\)\(a\)](#) and [\(b\)](#), Wis. Stats.)

Municipalities must pay a DOR amendment fee using [My Tax Account](#) for each territory (add, subtract or both) or redetermination amendment. There is no fee for project plan or allocation amendments.

Amendment Type	DOR Fee	Documents Due Date
Territory – Add parcels	\$1,000	October 31
Territory – Subtract parcels	\$1,000	October 31
Territory – Add and Subtract	\$2,000	October 31
Project plan	0	December 31
Allocation	0	December 31
Base value redetermination	\$1,000	October 31

C. TID Extensions

After a TID is created, the municipality may extend the TID's life in several ways. There is no DOR fee for a TID extension. Review the [Extensions](#) web page for sample resolutions and more detailed information.

Extension types:

1) Affordable housing extension (sec. [66.1105\(6\)\(g\)](#), Wis. Stats.)

After a municipality pays off a TID's project costs, it may extend that TID's life by one year if the municipality adopts a resolution that:

- Extends the TID's life for a specified number of months (up to 12)
- Specifies how the municipality intends to improve housing stock

The municipality must use at least 75% of the increment received to benefit affordable housing. The municipality must also use the remaining portion to improve housing. The municipality must email a copy of the municipal resolution to tif@wisconsin.gov. DOR will then authorize use of the tax increment from the TID's final year for affordable housing as described in the approved resolution.



2) Standard extension (secs. [66.1105\(7\)\(am\)1.](#), [2.](#), and [3.](#), Wis. Stats.)

A municipality may extend a TID's maximum life through a request to the JRB. If the municipality provides an independent audit showing the TID cannot repay project costs within the maximum life, the JRB must approve the extension. Without an independent audit, it is at the discretion of the JRB whether to grant the extension.

The length of the standard extension varies based on the TID type and creation date. Not all TID types are eligible for the standard extension. For details on extension eligibility by TID type, review the row titled "Standard extension allowed" in the [TID Criteria Matrix](#).

The municipality must email a copy of the JRB resolution to tif@wisconsin.gov. DOR will then approve the request and extend the TID's maximum life based on the TID type.

3) Technical college extension (sec. [66.1105\(7\)\(am\)4.](#), Wis. Stats.)

A municipality may extend a TID's maximum life by three years if [2013 Wisconsin Act 145](#) negatively affected the annual and total increment amounts. This act increased state aid to technical colleges and in some cases, decreased the tax levied and tax increment collected for the TID. This extension only applies to TIDs with a municipal resolution adopted by September 30, 2014. If the municipality provides an independent audit showing the TID cannot repay project costs within maximum life, the JRB must approve the extension. Without an independent audit, it is at the discretion of the JRB whether to grant the extension.

The municipality must email a copy of the JRB resolution to tif@wisconsin.gov. DOR will then approve the request and extend the TID's maximum life by three years.

Note: If a TID is eligible for both the standard and technical college extensions, the municipality can choose which type to request. The municipality may request both extensions at the same time or one at a time.

D. TID Maintenance

After a TID is created, municipal officials must maintain the TID in good standing with DOR and the overlying taxing jurisdictions that partnered to create the TID.

1. Annual filings with DOR

a. Administrative fee (sec. [66.1105\(6\)\(ae\)](#), Wis. Stats.)

Each municipality must pay a fee of \$150 for each active TID by April 15. During the first week of March, DOR sends each municipality a notification letter through [My Tax Account](#) (MTA) listing the active TIDs and the total amount due from the municipality. The fee must be paid through MTA. If the municipality does not pay the fee, DOR will not certify a value increment for that year.

Effective January 1, 2018, the administrative fee deadline changed from May 15 to April 15 with [2017 Act 15](#).

b. Municipal Assessment Report (MAR) (sec. [66.1105\(6\)\(a\)](#), Wis. Stats.)

On the MAR, the assessor identifies the current assessed value for each TID in the municipality. Assessors must electronically file (e-file) the [MAR](#) using [My DOR Government Account](#) (MyDORGov) by the second Monday in June. If final data is not available, the assessor must submit a best estimate. If the assessor does not file the MAR timely, DOR will use the previous years' non-manufacturing certified TID equalized value. As a result, any value increase will not be reflected in the value increment and the municipality does not receive the associated tax increment funds.

c. Annual reports (sec. [66.1105\(6m\)\(c\)](#), Wis. Stats.)

The municipality must complete an annual report ([Form PE-300](#)) for each TID describing the expenditures and revenues. By July 1 each year, the municipality must e-file this report using [MyDORGov](#). DOR posts the reports the day after submission. See the DOR website to review the submitted [annual reports](#).

By law, DOR must charge a penalty for any report that is not filed within 60 days after the July 1 due date. The penalty is \$100 per TID per day, after the 60-day grace period.

By July 1 or when the report is available, the municipality must provide a copy to the overlying taxing jurisdictions and hold a Joint Review Board to review the report. (sec. [66.1105\(4m\)\(f\)](#), Wis. Stats.)

d. Tax Incremental Worksheet ([Form PC-202](#))

The municipality must complete this form by the third Monday in December to calculate the amount added to the levy including the tax increment. The municipality must e-file this report using [MyDORGov](#) before calculating the tax rates. DOR posts the [Tax Increment Worksheet](#) annually in July for the prior year.

2. Periodic TID audits (sec. [66.1105\(6m\)\(a\)](#) and [\(b\)](#), Wis. Stats.)

At least three Certified Public Accountant (CPA) audits are required for each TID. The CPA must determine if the TID financial transactions are legal and comply with the project plan and TIF law. The cost of performing these audits is an eligible TIF project cost. Including the cost as part of the original project plan is advisable. The municipality must save a copy of each audit in its TID records.

Each audit is due within 12 months of:

- When the first 30% of the project costs are spent
 - » This audit may occur at different times for different TIDs depending on when project costs occur (ex: for a TID with \$1 million in total project costs, conduct the audit after the year spending reaches \$300,000, regardless of how much was spent that year or the age of the TID.)
 - » Include the revenues and expenditures from the TID creation through the year of the audit
 - » If the municipality adds projects as part of an approved project plan amendment, it must repeat the audit when the TID reaches 30% of the amended project costs
- End of the expenditure period
 - » Address the revenues and expenditures from the TID creation through the year of the audit
 - » The TID account may be in debt at this point because the tax increment revenue collected is less than the total expenditures for the TID
 - » Terminate the TID if increment revenue is greater than or equal to the total project costs
- Termination
 - » Accounts for all revenue and expenditures during the entire life of the TID, including any excess increment returned to the overlying taxing jurisdictions
 - » Review [TIF Termination](#) for more information

3. TID records

Every municipality with a TID must retain all records related to the TID including:

- Creations – project plan, legal documents, value forms, boundary legal description and map, DOR certification letter, developer agreement, if applicable
- Territory amendments – project plan, legal documents, value forms, boundary legal description and map, DOR recertification letter, developer agreement, if applicable
- Redetermination amendments – project plan, legal documents, decrement form, DOR redetermination letter
- Project plan and/or allocation amendments – project plan, legal documents, DOR approval letter, developer agreement, if applicable
- Extensions – adopted resolution, meeting notice and minutes, DOR approval letter
- TID annual reports – copy of reports, JRB meeting notices and minutes
- Audit reports
- Documentation of each year's current and increment values
- Terminations – adopted resolution, TID Final Accounting Submission Date Agreement ([Form PE-223](#)), TID Final Accounting Report ([Form PE-110](#))

4. Optional – Act 12 Personal Property Adjustment Request (secs. [60.85\(5\)\(j\)](#), [66.1105\(5\)\(j\)](#) and [66.1106\(4\)\(e\)](#), Wis. Stats.)

Under [2023 WI Act 12](#), personal property is exempt from taxation, effective January 1, 2024. A municipality may request DOR reduce a TID's base value by the amount of exempt personal property.

- The municipality must review the TID's creation or territory addition documents to identify personal property in the TID's base value
- Complete the [Personal Property Removal Workbook](#) if any personal property is exempt
- When the municipality submits the required forms by October 31, DOR will review and adjust the base value for the following tax year
- This is a one-time request
- The removal workbook is not required if the TID does not include personal property in the base value
- Review the [TIF Base Value Adjustment Request Due to Personal Property Exemption](#) web page for more information

E. TID Termination

Municipalities must terminate TIDs according to deadlines established by law. Review [TID Options Near Maximum Life](#), which explains choices for the municipality when a TID approaches its maximum life.

Follow these steps to terminate a TID:

1. Adopt a termination resolution

- A municipality must adopt a termination resolution when either of these occur:
 - » TID reached its maximum life
 - » TID received tax increment payments that equal the project costs
- A municipality may also choose to terminate the TID for some other reason

TID Maximum Life	
TID Type	Max Life
Any type created before October 1, 1995	27 years
Blight/Rehabilitation after October 1, 1995	27 years*
Industrial after October 1, 1995; before October 1, 2004	23 years*
Industrial or Mixed-use on or after October 1, 2004	20 years*
Environmental Remediation before November 29, 2017	23 years
Environmental Remediation on or after November 29, 2017	27 years*
Town TID created under sec. 60.85, Wis. Stats.	16 years
<i>*Maximum life may be extended. Review TID Extensions for details.</i>	

Review the [Municipal TIF Termination](#) web page for a sample termination resolution.

- If the municipality adopts the termination resolution and notifies DOR by April 15 of any year, the effective date of termination is the current year
- If the municipality adopts the resolution between April 16 and December 31, the effective date is the following year
- For more details on the termination effective date, review sec. [66.1105\(8\)\(b\)](#), Wis. Stats.
- Review [TID Termination Timeframes](#) table for additional information

2. Complete Form PE-223 and email documents to DOR (sec. [66.1105\(8\)\(a\)](#), Wis. Stats.)

Within 60 days of adopting the termination resolution or by April 15, whichever is sooner, the municipal clerk must email tif@wisconsin.gov:

- Copy of the termination resolution
- Completed Final Accounting Submission Date Agreement ([Form PE-223](#))

DOR recommends the municipality also notify its municipal assessor, county property lister, and overlying taxing jurisdictions.

3. Complete the TID Final Audit (sec. [66.1105\(6m\)\(b\)](#), Wis. Stats.)

Municipality must:

- Have a Certified Public Accountant (CPA) complete the final audit for all revenue and expenditures during the TID life
- Save a copy of the audit in its TID records and does not need to submit a copy to DOR

4. E-file the TID Final Accounting Report (PE-110) (sec. [66.1105\(8\)\(c\)](#), Wis. Stats.)

- Before the termination is final, the municipality must electronically file (e-file) the Final TID Accounting Report ([Form PE-110](#)) using [MyDORGov](#)
- TID Final Accounting Report ([Form PE-110](#)) is due to DOR based on the date agreed upon between the municipality and DOR on the Final Accounting Submission Date Agreement ([Form PE-223](#))
- TID Final Account Report ([Form PE-110](#)) includes total expenditures and revenue during the TID life based on the final audit

If a municipality does not e-file this report within the specified timeframe, it will delay the certification of future TIDs. For more details on termination reporting, review (sec. [66.1105\(8\)\(c\)](#), Wis. Stats.).

Final Accounting Report must show either:

- Increment revenue paid all project costs and the TID account has a surplus. The municipality must return the excess increments to the overlying taxing jurisdictions in proportion to the amounts that belong to each taxing jurisdiction.
- Increment revenue did not cover the project costs and the TID account has a deficit. The municipality is responsible for paying the remaining debt.

The final TID account balance must be zero either after the surplus is distributed or after the municipality pays the remaining debt.

III. Joint Review Board (JRB)

A. JRB Purpose

State law requires a JRB to oversee each Tax Incremental District (TID). State law defines its members and responsibilities. JRB members represent a taxing jurisdiction (municipality, county, school, technical college). It is the JRB's responsibility to approve or deny the creation or amendment of a TID. When the JRB approves a TID, it agrees the development needs Tax Incremental Financing (TIF) to proceed. The JRB jurisdictions agree to sacrifice some amount of tax revenue for years into the future expecting the tax base will ultimately increase.

B. JRB Members

The JRB consists of one representative from each taxation jurisdiction (school district, technical college, county, municipality), and one public member.

District representatives

- **School** – the school board president, or their designee with preference to the school district's finance director. If the TID is located in a union high school district, the school seat is shared by the union high school representative and school district representative; each having one-half vote.
- **Technical college** – the technical college district director, or their designee with preference to the district's chief financial officer
- **County** – the county executive or the county board chairperson, or this person's designee with preference to the county treasurer
- **City/village/town** – the mayor or city manager, the village board president, town board chairperson or their designee with preference to the person who administers the economic development programs, the municipal treasurer or another person with knowledge of local government finances
- **Public member** – a majority of the other members chooses the public member at the JRB's first meeting. State law has no requirements for the public member. A public member can be appointed as chairperson. For a multijurisdictional TID, each participating municipality may appoint one public member.

If more than one school, union high school, technical college or county district has the power to levy taxes on the property within the TID, the district with the greatest **value** chooses the representative to the JRB.

Examples:

- School District "A" serves 75% of the area in the TID, but only has 40% of the TID value. School District "B" serves 25% of the area in the TID but has 60% of the TID value. District "B" chooses the JRB member.
- In the case of a territory amendment, if adding property from one county to an existing TID in a different county, the county with the majority value chooses the JRB member. The calculation to determine majority value is the existing base value plus the additional parcels' current value.

C. JRB Procedures

1. Organize the JRB

- When creating a TID, the municipality must send the overlying taxing districts a copy of the public hearing notice before the notice is published and request a representative serve on the JRB
 - » Before January 1, 2025, for municipal TIDs or for Town TIDs created under sec. 60.85, Wis. Stats. – send public hearing notice by first class mail
 - » On/after January 1, 2025, for municipal TIDs – mail or email public hearing notice
- Within 14 days after the public hearing notice is published and before the public hearing, all JRB members must be appointed and the first organizational meeting held. At the organizational meeting, the members must select a public member and chairperson by majority vote. They may also review details of the TID proposal. **Note:** For any TID amendment, state law requires an initial JRB meeting before the public hearing
- Any JRB member may request additional JRB meetings or public hearings
- Municipal staff must take minutes and record votes. The municipality must keep the minutes in the TID records.
- The municipality must publish a notice for any JRB meeting at least five days before the meeting, under state law (ch. 985 and sec. 66.1105(4m)(e), Wis. Stats.). This does not apply to town TIDs created under sec. 60.85, Wis. Stats. or Environmental Remediation TIDs created under sec. 66.1106, Wis. Stats.

2. Approve or deny the resolution

- After receiving the municipal resolution, the JRB must meet again to vote on the resolution:
 - » **Within 45 days** – City/Village TIDs created under sec. 66.1105, Wis. Stats.
 - » **Between 10 days and 45 days** – Town TIDs created under sec. 60.85, Wis. Stats. or Environmental Remediation TIDs created under sec. 66.1106, Wis. Stats.
- The JRB adopts its own resolution to document its decision based on the three criteria required in state law

- If the TID's base year is 2025 or later, the JRB must state the year it expects the TID to terminate (sec. [66.1105\(4m\)\(b\)2m](#), Wis. Stats.) in the resolution. When determining the expected termination year, the JRB could consider:
 - » The TID's maximum life as described in state law
 - » When the TID's project costs (and any debt) will be paid
 - » How the April 15 deadline affects the effective termination year. When the municipality adopts a termination resolution:
 - Before April 15 – termination is effective the current calendar year
 - After April 15 – termination is effective the following calendar year

3. Respond to municipality

- JRB must respond to municipal officials within seven days of its decision
- If the JRB rejects a resolution, the JRB must explain in writing why the proposal did not meet the decision criteria

D. JRB Document Review

The municipality must provide the JRB with specific information under state law (secs. [66.1105\(4\)\(i\)](#) and [60.85\(3\)\(k\)](#), Wis. Stats.). JRB members may request missing or additional information.

1. Required information the municipality must provide

- Specific projects and costs, including the amounts expected to be paid by tax increments and the estimated tax increments over the life of the TID
- Value increment after project costs are paid and the TID terminates
- Reasons why the property owners benefitting from the improvements within the TID should not pay the project costs
- Share of the projected tax increments estimated to be paid by the property owners in each of the overlying taxing jurisdictions
- Benefits the taxpayers will receive to compensate for their share of the projected tax increments

2. Additional information the JRB must review (sec. [66.1105\(4m\)\(b\)1.](#), Wis. Stats.)

- **Public records** – copies of the public hearing minutes and notices
- **Planning documents** – copies of the project plan and signed development agreement, if applicable
- **Resolutions** – copies of the Planning Commission and municipal resolutions

3. Additional information the JRB may request

- **Economic feasibility study** – detailing the projected tax increments and estimates of increased property values
- **For multijurisdictional TIDs** – copy of the signed intergovernmental agreement created under state law (sec. [66.0301](#), Wis. Stats.). The agreement must provide the specific information listed in sec. [66.1105\(18\)\(b\)](#), Wis. Stats.

E. JRB Decision Criteria

The JRB must make a decision based on the documents and information provided by the municipality and three criteria found in state law (secs. [66.1105\(4m\)\(c\)](#), [66.1106\(3\)\(c\)](#), and [60.85\(4\)\(c\)](#), Wis. Stats.). The JRB must determine whether the:

1. Development expected in the TID would occur without the use of TIF ("but for" requirement)
2. Economic benefits of the TID, as measured by increased employment, business and personal income and property value, are sufficient to compensate for the cost of the improvements
3. Benefits of the proposal outweigh the anticipated tax increments to be paid by the property owners in the overlying taxing jurisdictions

Each criterion is important to ensure the TIF project is beneficial for all taxpayers in the overlying taxing jurisdictions. Many consider the first criterion, the "but for" requirement, the most important. "But for" gets its name from the phrase, "This development would not happen but for the financial support of TIF." This means the project is not economically viable without the use of TIF to pay for the infrastructure improvements. Review [But for Requirement](#) for more information.

Questions to consider

1. Would the expected development occur without ("but for") the use of TIF? Would the development occur if the project was scaled back or the timeframe pushed out? Did similar projects proceed without the use of TIF?
2. Will the development's economic benefits measured by increased employment, business and personal income and property value, compensate for the cost of the improvements?
3. Do the benefits outweigh the taxes residents of overlying districts are expected to pay?
4. How does the planned development fit into the overall economic picture in the district? How does the development fit with other development in the district? Will the potential businesses benefit the district in the long term? How many and what type of jobs will this development create?
5. How does the TID benefit taxpayers in my district? Is the total expenditure for eligible project costs feasible?
6. Is there a better use for the development site, the tax revenue and the limited TIF capacity?
7. What is the general opinion of my district's residents on this TID?
8. How will the planned development affect the demand for services in my district? Consider items such as: increased population, traffic impact, fire and police protection, emergency medical services, water, sewer, administrative services, increased student population, demand for training or housing.
9. Is the developer receiving a subsidy, such as a cash grant, incentive or forgivable loan? If so, how was the need and benefit analyzed? Is there a written developer's agreement? Was the public informed of the developer's subsidy in the published hearing notice?
10. What guarantees are in place to ensure the development will occur as anticipated and the property value will increase as expected?

F. DOR Review Procedure

Under state law (sec. [66.1105\(4m\)\(b\)4](#), Wis. Stats.), the JRB may request DOR review the facts contained in the documents listed in [Additional information the JRB must review](#).

1. To request a DOR review

- Majority of the JRB members must support the request
- JRB must submit a written request to DOR and must specify which fact or item the members believe is inaccurate or incomplete
- Review [JRB Request for DOR Review](#) for more information

2. DOR review

- Within 10 working days of receiving a request for review that complies with the filing requirements, DOR will investigate the issues raised and send a written response to the JRB
- If DOR determines the information does not comply with state law or contains a factual inaccuracy, the JRB may request (but may not require) that the municipality correct and resubmit the proposal for review
 - » **If the municipality resubmits the proposal** – the JRB must vote to approve or reject based on the criteria in state law. The JRB must submit its decision to the municipality within 10 working days after receiving the resubmitted proposal.
 - » **If the municipality does not resubmit the proposal** – the TID is not certified

- If DOR does not identify any factual inaccuracies, the JRB must vote to approve or reject as otherwise specified in state law. The JRB must submit its decision to the municipality within 10 working days of receiving DOR's written response.

G. After the JRB approves a TID

- Municipality sends DOR a request to certify the TID and includes all the required documents. If DOR determines procedures were followed, DOR will email the municipality a certification letter.
- While the TID is active, the JRB must meet yearly to review the annual performance and status of the TID based on the annual report (secs. [60.85\(4\)\(d\)](#), [66.1105\(4m\)\(f\)](#) and [66.1106\(3\)\(e\)](#), Wis. Stats.)

IV. Wisconsin Department of Revenue Responsibilities

A. Statutory Responsibilities

The Wisconsin Department of Revenue (DOR) has multiple responsibilities assigned by state law in administering Tax Incremental Districts (TIDs). These duties, include:

1. Determine property values

Establishing the equalized value of property throughout the state is one of DOR's primary responsibilities. Equalized value is an estimate of the total value subject to property tax in a district. DOR calculates the equalized value independently of the value estimate by the local assessor. DOR uses equalized values to calculate a TID's base value when it is created and to adjust the base value due to a territory addition or subtraction. For more details on determining a Tax Incremental Base, review sec. [66.1105\(2\)\(j\)](#), Wis. Stats.

When certifying a new TID, state law requires DOR to use the most recent equalized values as of the creation year. Based on the documents provided by the municipality, DOR determines the total equalized value of the taxable property in the TID. This valuation sets the district's tax incremental base. DOR provides the municipal clerk the certification letter with the base value. For more details on TID base certification, review sec. [66.1105\(5\)\(b\)](#), Wis. Stats.

For a territory amendment, DOR revises the base value according to the value of the territory added or subtracted. When adding territory, DOR uses the equalized values as of the amendment year. When subtracting territory, DOR uses the equalized values from the year the property was added to the TID.

DOR also uses equalized values to establish the TID's current value and increment value in each subsequent year. For more information on establishing a value Increment, review sec. [66.1105\(2\)\(m\)](#), Wis. Stats.

State law limits municipalities' use of TIF based on the equalized value. The equalized value of taxable property of the new or amended district, plus the value increment of all existing districts cannot exceed 12% of the total equalized value of taxable property in the municipality. This is called the "12% value limit." DOR posts the [TIF Value Limitation Report](#) yearly showing the existing limit calculation for each municipality based on existing TID's value increment and municipal equalized value. Before adopting a resolution to create or add to a district, the local legislative body must calculate the limit percentage using the new or amended TID's value plus the most recently reported equalized value increment and municipal value.

For more details on the 12% value limit, review sec. [66.1105\(4\)\(gm\)4.c.](#), Wis. Stats.

Note: Town TIDs created under sec. 60.85, Wis. Stats., have a 5% or 7% limit. For details, review the [TIF Value Limitation Report](#) or [Value Limit](#) common questions.

2. Approve TID actions

DOR reviews all TID creation and amendment documents to confirm the municipality followed procedures described in state law. This includes publishing notices, holding a public hearing, designating boundaries and adopting municipal and Joint Review Board (JRB) resolutions. DOR may not certify the base value of a new or amended TID if a municipality does not email DOR all required documents by the deadline. Also, DOR cannot certify the base until it confirms the municipality is within the 12% value limit. Review the [TID Checklist](#) and sec. [66.1105\(4\)](#), Wis. Stats. for more information. **Note:** DOR does not review the facts supporting any project plan adopted.

3. Collect fees and penalties

DOR collects a \$1,000 fee from municipalities for each resolution adopted to create or amend a TID's boundaries. For a territory amendment that both adds and subtracts property, DOR collects a \$2,000 fee. For a base redetermination amendment DOR collects a \$1,000 fee. For more information on TID fees, review sec. [66.1105\(5\)\(a\)](#), Wis. Stats.

State law requires DOR to penalize a municipality \$100 per day for each TID Annual Report not filed within 60 days of July 1. For more information on the TID Annual Report penalty, review secs. [60.85\(8\)\(c\)](#), [66.1105\(6m\)\(c\)](#), and [66.1106\(10\)](#), Wis. Stats.

4. Calculate tax increment

After the TID number is added to the property on the tax roll, DOR authorizes the allocation of tax increments each year. By April 15 each year, the municipal clerk must pay the administrative fee (\$150 per TID). When the municipality pays this fee, the TID is considered active and DOR calculates the increment for that year. Review sec. [66.1105\(6\)\(ae\)](#), Wis. Stats. for more information on the annual fee. For DOR to calculate the increment, the assessor must also e-file the Municipal Assessment Report ([MAR](#)) before the second Monday in June.

5. Track notification from municipality

TIF law requires the municipality notify DOR about TID amendments and terminations within 60 days of adopting the municipal resolution. The municipality should also notify DOR within 60 days of adopting a creation resolution.

For more information on:

- Amendment notification – review (sec. [66.1105\(5\)\(cm\)](#), Wis. Stats.), and [TID Amendments](#) for the amendment process
- Termination notification – review (sec. [66.1105\(8\)\(a\)](#), Wis. Stats.), [TID Termination](#) and [TIF Termination](#) web page for the termination process. Municipality must notify DOR within 60 days or by April 15, whichever is sooner.

6. Review requests for substantial compliance

DOR determines, on case-by-case basis, whether a municipality met substantial compliance when creating or amending a TID. Review [Substantial Compliance](#) for more information.

7. Review requests by the JRB

DOR may review specific documents or facts if requested by the JRB. Review [JRB Request for DOR Review](#) for more information.

8. Generate reports

Each year DOR must provide the equalized value of property in the TID to the officials for the overlying taxing jurisdictions. DOR posts this notice annually (approximately October 1) on the [TID Certification Report](#) web page. DOR also generates other reports to share TID information, including:

- [TID Statement of Changes](#)
- [Apportionment of County Levy](#)
- [Tax Incremental Worksheet](#)

- [TID Annual Report](#)
- [Reports](#) – select category "Tax Incremental Financing" for active TIDs, created TIDs, distressed TIDs, environmental remediation TIDs, terminated TIDs, and territory amended TIDs

9. Create TIF Manual and forms

Under state law, DOR creates and updates a TIF Manual to explain the TIF rules and processes. TIF staff revises documents and forms as new legislation is enacted. For more information on the TIF Manual, review sec. [73.03\(57\)](#), Wis. Stats.

10. Provide training and education

In addition to providing formal documents and publications, TIF staff is available to answer any questions; email questions to tif@wisconsin.gov. Also, use this email address to attach TID documents for new creations and amendments. TIF staff also provides information at workshops and conferences. Consultants and professional associations may also offer training workshops for TIF users.

DOR uses email to communicate TIF updates, announce updated reports and resources, and provide reminders on upcoming deadlines. Subscription to the TID/TIF email list is free and voluntary. [Sign up](#) on DOR's website by selecting the TID/TIF list and entering your email address. The addresses are only used by DOR to send these emails. Users may unsubscribe at any time by following the instructions in each message.

B. JRB Request for DOR Review

Before the JRB approves a TID creation or amendment, a majority of the JRB members can request that DOR review details in documents the JRB received from the local legislative body (city council, village board or town board). There are limited items subject to this review, and a strict timeline for making decisions. DOR's review can provide the JRB with an objective assessment of the facts and documents presented by municipal officials.

Note: DOR only reviews objective facts in hearing documents or resolutions for inconsistencies or factual inaccuracies. DOR does not review economic assumptions, eligible project costs, non-project costs, forecasts, projections, development estimates or other non-factual items.

Review steps and timeline

After the local legislative body adopts the TID creation or amendment resolution, it forwards the resolution to the JRB for consideration. Once received, the JRB must approve or deny the resolution within 45 days. During its deliberations, a majority of members may request a formal DOR review under state law (sec. [66.1105\(4m\)\(b\)4](#), Wis. Stats.).

1. JRB request – to begin the review process, the JRB must submit a formal request to DOR before the deadline for JRB action (45 days after receipt of resolution). The request must be in writing and include the following:

- Municipality's name and TID number
- List of JRB members, meeting date, and a record of the vote requesting DOR review (majority of the members must support the request)
- Copy of the documents subject to the review
- Specifics for DOR to review:
 - » Items for completeness
 - » Facts for accuracy

Because of the tight deadlines imposed by law, the JRB must provide all documentation with the request that impacts the proposal. This ensures DOR has all documents to complete the review. The submission should include any information that provides insight into the accuracy of the reviewed document.

2. DOR review – within 10 working days after receiving the request, DOR will investigate the issues raised and send the JRB a written response

- **If DOR does not identify any inaccuracies during the review** – DOR will send its response to the JRB. The JRB then has 10 days to submit its decision (approving or denying the TID) to the local legislative body. The JRB must approve or deny based on the same criteria as if no review was requested. See [JRB Decision Criteria](#).
- **If DOR finds a factual inaccuracy or the proposal does not comply with the statutes** – DOR will respond to the local legislative body, not to the JRB. DOR's letter will describe the inaccuracy and direct the municipality on how to correct the error. The JRB may request, but not require, the municipality to correct the errors and resubmit the proposal.
 - » **If the legislative body decides to resubmit the proposal**
 - It must do so within 10 days of receiving DOR's letter
 - JRB must then act to approve or deny the TID resolution within 10 days of receiving the resubmitted proposal
 - » **If the legislative body decides not to resubmit the proposal**
 - DOR will not certify the new TID. Any costs already incurred in the TID creation, become the responsibility of the municipality.
 - DOR will not approve a TID amendment and the municipality cannot proceed with any action based on the amendment

C. Substantial Compliance

DOR follows specific requirements in TIF law to approve or deny TID creations or amendments. If a municipality meets the essential statutory requirements for creating or amending a TID, but missed a certain requirement, then the municipality may use the substantial compliance process.

If the municipality did not meet a requirement, it must send a letter to DOR requesting a finding of substantial compliance. For DOR to approve the request of substantial compliance, the municipality must show the missed requirement does not affect the fairness of the process or the public's ability to participate in the process. Once received, DOR reviews the request and decides whether substantial compliance is met. If it is, DOR sends an approval letter and the municipality may create or amend the TID as if the law had been followed. For more information on substantial compliance, review sec. [66.1105\(15\)](#), Wis. Stats.

1. Municipality can request a finding of substantial compliance for:

- **Public hearing notices including failure to:**
 - » Publish the required notices timely or correctly
 - » Include required wording on cash grants or that the project plan is available upon request
- **Failure to:**
 - » Notify the overlying taxing jurisdictions timely or correctly
 - » Notify property owners of a blight or rehabilitation/conservation TID timely or correctly
 - » Include all necessary information in the project plan
 - » Wait 14 days after the public hearing to adopt the municipal creation resolution
 - » Provide DOR all required documents

2. Municipality cannot request a finding of substantial compliance for:

- Planning Commission, Municipality or Joint Review Board fails to approve the resolution
- Required TID documents are not submitted to DOR timely, by:
 - » October 31 – creation, territory amendments, or base value redeterminations
 - » December 31 – project or allocation amendments; Town TID creations (sec. 60.85, Wis. Stats.)

3. Head of government must submit a formal letter to DOR

Request must include:

- Details of the error, including the specific section of the law not followed
- Explanation of why the error occurred and how the interests of the public were not affected
- Request for a finding of substantial compliance
- Description of actions taken to ensure the error does not reoccur

If DOR determines the municipality complied with the law in a way that does not significantly affect the fairness of the TID process, then DOR approves the request. The TID approval proceeds as usual. DOR administers a new or amended TID certified under the substantial compliance provision in the same way it administers other new or amended TIDs.

If DOR determines the error did substantially affect the public, DOR must deny the request. The TID creation or amendment cannot proceed.

V. Considerations for the Municipality

A. "But For" Requirement

TIF benefits municipalities by encouraging development that would not occur without TIF assistance. This standard is called the "but for" requirement. The name comes from the assertion, "The development would not occur but for the use of TIF." In other words, the proposed development would not happen without financial support from TIF. For example, a development may not occur in a certain area because there are not enough streets, sidewalks, sewer lines or other types of physical infrastructure. After using TIF to build these improvements, the development becomes cost effective and proceeds.

1. Meeting the "but for" requirement

It is important all local officials understand and can justify the "but for" requirement. When the Planning Commission and local legislative body review new developments requesting TIF, they should consider how the development could help their municipality and the effect on projected profits for the developer. Review [Questions to consider](#) for more information.

The JRB must consider the "but for" requirement before approving a TID creation or amendment. According to TIF law, the JRB must base its approval on three criteria listed in state law (sec. [66.1105 \(4m\)\(c\)](#), Wis. Stats.), whether the:

- a. Development expected in the TID would occur without the use of TIF
- b. Economic benefits of the TID, as measured by increased employment, business and personal income and property value, are sufficient to compensate for the cost of the improvements
- c. Benefits outweigh the anticipated tax increments to be paid by the owners of the property in the overlying taxing districts

The second and third criteria work with the "but for" requirement. Meeting these criteria demonstrate that using TIF is justified. JRB members should ask relevant questions and request documentation to confirm claims related to the "but for" requirement. They can hold additional public hearings if needed.

Before JRB members agree to the "but for" criterion, they must have convincing evidence showing TIF is necessary to make the development possible. The members sacrifice some tax revenue for the taxing jurisdiction they represent many years into the future. If TIF is not needed before a development proceeds, the JRB members should not agree to the "but for" criterion.

2. What "but for" means

When considering a new development project, there is often considerable risk for the developer. As a reward for taking the risk, the developer must make a certain profit. Even if the developer expects a profit, it may not be large enough to compensate for the risk; therefore, the project may not be worthwhile.

TIF can alter the profit picture by shifting some of the development costs from the developer to the taxpayer. For example, a site may require environmental cleanup, which can be costly. If a municipality cleans up the site and pays for it with TIF, the developer does not take on this cost.

Why would a municipality take on expenses and risks to increase the profits of a private developer? The concept of TIF is that there are some projects the municipality finds desirable but are not profitable enough for private developers. By accepting increased risk and paying for physical improvements in the short-run, the municipality benefits from an increased tax base after the TID terminates. The municipality must evaluate the short-term risks and the long-term benefits to determine whether a TIF project is worthwhile. The JRB must also agree the long-term benefit is worth the short-term cost.

Examples and why the "but for" requirement is important

1. A developer would like to build a strip mall on vacant land near a freeway interchange. The developer requests TIF assistance to pay for roads and sewer line connections. The municipality decides not to use TIF, but the developer builds the mall anyway. The developer pays for the roads and sewer lines in addition to the cost of constructing the building. The property value increases due to the site improvements. This results in increased tax revenue for the taxing jurisdictions without using TIF.
2. The same scenario but after the municipality decides against using TIF, the developer decides not to proceed with the project; the property is not developed and remains vacant. The municipality continues to collect the small tax revenue from the vacant land.
3. The same scenario but this time the municipal government negotiates with the developer. After the developer shows how public funding of some infrastructure will make the project feasible, the municipality approves TIF. The vacant land value establishes the TID's base value. Later improvements (ex: construction of the mall) increase the value and create the value increment. The tax revenue on the value increment funds the roads and sewer lines.

In the first example, the municipality's tax base grows due to private investment. Growth usually occurs this way. Due to the growth, the tax levy is distributed over more property value. In the second example, the development does not happen because the project is not profitable. The tax base does not grow and the tax levy stays the same. In the third example, the development happens using TIF. Taxes pay for some infrastructure improvements. In the end, the tax base grows, but at the cost of higher tax levies during the TID life.

If a proposed development would occur without TIF, the municipality should not use TIF because it will cost taxpayers more than it should for the resulting growth. However, if the municipality uses TIF to encourage a development that would not otherwise happen, the tax base can be increased. A larger tax base may reduce tax bills. The "but for" requirement is critical to this distinction. The "but for" finding means the JRB believes the development will not occur without some public assistance. The JRB is approving the use of property tax money, which would otherwise fund each taxing district, to generate growth. By encouraging growth, TIF can be a useful tool to increase the tax base.

B. Risk Factors

TIF is one of the most powerful tools available to local governments for encouraging development. Using tax revenues to finance certain site improvements encourages growth by attracting development; however, using TIF has risks, which include:

1. Over-investment

One common TIF use is infrastructure improvements (ex: sewer lines, roads, curbs and gutters) to make a site more attractive. When a municipality enhances a site with physical improvements, there may be fewer costs to locate a business there. Municipalities make these investments because the private development should expand its tax base. With TIF, this growth pays for the infrastructure investments that encouraged it.

Municipalities can invest significant amounts of money in infrastructure improvements, hoping growth will follow. But if no private development occurs, there may be no tax increment revenue to pay for those improvements. Without increment revenue, the municipality must use general tax revenue to finance improvements. Paying for these costs without a larger tax base may result in higher taxes.

Another risk of over-investing occurs when the site improvements prevent some types of development. For example, roads, sewer lines, sidewalks and curbs installed in a TID allow almost any use of available land (ex: commercial, residential, industrial). But new buildings may limit the potential uses. In this case, the improvements meant to attract development could prevent it.

Municipalities can avoid over-investing by planning improvements in stages based on the TID's location or the investment amount. When using this approach, the municipality improves one area and development occurs before moving to the next phase. Part of the TID grows before the municipality completes all improvements. Each phase's development generates tax increment to pay for the next phase of improvements. The phased approach encourages a steady growth and prevents the municipality from spending too much money before knowing if development will occur.

Important

Municipalities can amend TID project plans unlimited times during the TID's expenditure period and can change TID boundaries up to four times. These amendments allow for flexibility in planning, which can reduce development risks. Review [TID Amendments](#) for more information on the amendment process.

2. Under-investment

The opposite of over-investing is not improving the site enough to attract development. If a site does not have any improvements, businesses may not find it attractive to locate there. If a municipality is too cautious using TIF to finance improvements, the expected development may not occur.

A coordinated approach may reduce this risk. Rather than waiting for development to occur after site improvements, coordinating investments with development ensures the growth and investment happen together. Good planning and a phased approach to development can help make a TID successful.

3. Dislocation

Municipalities might create TIDs to encourage the growth in a new retail or commercial district. These TIDs can use large sections of vacant land near the edge of town or highway intersections. This may be a good way to add to the non-residential tax base.

However, a municipality must consider how a new commercial development will affect existing businesses. For example, a new strip mall along a major highway may increase tax revenue and take advantage of a prime location. But the new development could reduce retail business in a downtown or main street corridor. If using TIF damages existing businesses, their property value decrease may offset the property value increases in the TID. As a result, the municipality may show no net growth.

A municipality must also consider the impact of its new development on neighboring communities. Individual municipalities create their own TIDs, but their decisions may affect surrounding communities. Municipalities should work together to increase growth and development. JRB representatives should share concerns on how using TIF may impact their jurisdiction (county, school or technical college).

4. Excess growth

State law limits how much property municipalities can have in TIDs at one time. This restriction is the "12% value limit." The total value increment for all existing TIDs divided by the total equalized value of the municipality cannot exceed 12%. When a municipality reaches this limit, it cannot create any new TIDs and cannot add property to any existing TIDs.

A well-planned TID may create significant new growth. If this growth results in significant increment revenue, it allows many projects or makes costly projects possible. The risk for a successful TID is having so much growth in the TID that the municipality exceeds the 12% limit. A fast growing TID in a small community could contain over 12% of the municipality's value after a few years.

Example: Village of Beta has a total equalized value of \$1,000,000. To encourage growth, it creates an industrial TID made up of vacant land. As growth begins, the property value increases. When the TID's value increment exceeds \$120,000, the Village will pass the 12% limit.

Once the municipality reaches the limit, it cannot create any new TIDs until it terminates a TID or subtracts some property to reduce the value increment.

To avoid this risk, a municipality may plan a smaller TID, resulting in smaller value increment. The municipality can also create TIDs likely to generate development outside the TID. That way property values grow both inside and outside the TID, maintaining stable TIF capacity. The municipality can also remove some land from a TID to reduce the municipality's TIF usage. Using other incentives to encourage growth outside of TIDs can also help avoid this risk.

5. Impacts of growth

Using TIF to attract development can increase growth. In Wisconsin, communities create "comprehensive plans" with descriptions of growth expectations. Municipalities must plan TIF development carefully to ensure it fits the community's overall plan. For example, a municipality designates an area for residential development; however, an industry wants to use TIF to expand in that area. Expanding industrial use may make the area less attractive for residential development. Municipalities should anticipate these effects when creating TIDs.

Municipalities must also consider the increased demand on services (ex: emergency responders, police and fire protection, traffic, trash, water, schools and housing). The comprehensive plan should address these development impacts. For example, if the TID includes residential development, the municipality must also address the increased demands on public schools as more families move into the district. Jobs are also an important factor to consider. New residents will not move to a new residential development without jobs in the area. Therefore, municipalities must consider the growth within the TID and outside the TID as a whole.

6. Political risks

The municipality's elected officials are responsible for creating TIDs. The public may hold them accountable for any unfavorable outcomes. Planning the TID with public input in mind is important. TIF law requires one public hearing, but with a controversial proposal, additional hearings may be worthwhile. The Planning Commission, local legislative body, or JRB can hold additional hearings. These hearings provide more opportunities for public input and for those opposed to make their case. Elected officials decide what action to take, but hearing from their constituents may help them make a better decision.

7. Development risks

A TID's success depends on the amount of growth and private development. When the expected growth does not occur, the municipality must pay for the improvements with general-purpose tax revenue. This may result in a higher tax levy.

Municipalities can use development agreements to reduce risk. These agreements establish the municipality's and developer's expectations for the development itself and the timeframe. Some development agreements

include a "look back" clause requiring periodic review of the developer's progress compared to specific project requirements. These clauses may require assessment of the development generated compared to TIF costs spent. Other provisions can:

- Limit the profit a developer makes on the subsidized development (with surplus profits going to the municipality)
- Require specific property uses within the TID
- Require a minimum property value
- Require the developer pay some project costs if the development does not proceed as expected

If both parties agree to the development terms in advance, it decreases the chance of a conflict later.

C. Intergovernmental Agreements

1. Boundary agreements

Growth near municipal borders can strain relations between municipalities because development affects surrounding areas. Issues including, cost of servicing the new growth, increased pollution or traffic, effects on the housing market and on public schools, and other complicated matters can create problems.

Two or more neighboring municipalities can use boundary agreements to manage their growth. By partnering to address issues, local officials may be able to prevent problems. In the agreement, they can explore solutions, such as collaborative services (where one municipality provides services to another at a negotiated price), tax sharing, annexation agreements, border freezes, and cooperative development.

Each solution is unique to the issue facing the specific municipalities. Municipalities interested in using boundary agreements can consult the [Wisconsin Department of Administration](#) or the [University of Wisconsin Cooperative Extension](#).

There are two types of TIDs that require special agreements:

- Cooperative TIDs – require municipal officials to sign a boundary agreement
- Multijurisdictional TIDs – allow two or more cities to enter into an intergovernmental cooperation agreement under state law (sec. [66.0301](#), Wis. Stats.), to create a TID

2. Cooperative TIDs (sec. [66.1105\(16\)](#), Wis. Stats.)

Cooperative TIDs are for towns with development needs more like those of a city. A Cooperative TID allows a town that signs a boundary agreement with a neighboring city or village to exercise City/Village TIF powers following sec. [66.1105](#), Wis. Stats. This means the town can create additional TID types not usually available to towns, including industrial, mixed-use, rehabilitation/conservation, blight and environmental remediation.

Note: Only a town that shares a border with a city or village can sign a boundary agreement and then create a cooperative TID.

In addition to other requirements, a Cooperative TID also requires the:

- Town to enter into an agreement with a city/village, under sec. [66.0307](#), Wis. Stats.
 - » The city/village must agree to annex all or part of the town in the future, including the TID
- City/village that is annexing the town to adopt a resolution approving the creation of the Cooperative TID
- Cooperative TID to be completely within the territory that will be annexed by the city or village

The same rules and timelines required to create a TID under sec. [66.1105](#), Wis. Stats., apply to a Cooperative TID. Cooperative TIDs have the same lifetime, expenditure period, reporting and audit requirements as other TIDs created in a city/village under sec. [66.1105](#), Wis. Stats. Review [TID Details](#) for more information.

After the city/village annexes the land in a Cooperative TID, the city/village must administer the TID according to the requirements in sec. [66.1105](#), Wis. Stats.

The TID also has these conditions (sec. [66.1105\(6\)](#), Wis. Stats.):

- Creation date is the date the town adopted the resolution creating the TID
- Project plan is the plan approved by the town when the TID was created

3. Multijurisdictional TIDs (sec. [66.1105\(18\)](#), Wis. Stats.)

Some cities would be better able to meet development needs if they could collaborate with other cities. A Multijurisdictional TID allows two or more cities that enter into an intergovernmental cooperative agreement to create a joint TID. The TIDs created under this section are the only ones that can be created in more than one municipality.

The same rules/timelines for a TID created under sec. [66.1105](#), Wis. Stats., apply to a Multijurisdictional TID.

Multijurisdictional TID must also follow these requirements:

- Two or more cities must enter into an intergovernmental cooperation agreement under sec. [66.0301](#), Wis. Stats. Each city participating in the agreement must border at least one parcel in one of the other cities.
- TID's borders must contain territory in all the cities that are part of the agreement
- District's area must be contiguous
- Each municipality's appointed public member on the Joint Review Board (JRB) must approve the TID (sec. [66.1105\(4m\)\(b\)2.](#), Wis. Stats.)

a. Intergovernmental cooperation agreement must contain:

1. Description of how the participating cities will meet the requirements of sec. [66.1105](#), Wis. Stats., and exercise the authorized powers
2. Description of how decisions will be made related to incurring debt, spending funds for project costs, and distributing positive tax increments allocated by the Wisconsin Department of Revenue (DOR)
3. Description of which city will be authorized by the other participating cities to act on behalf of the other cities on some or all matters relating to the district
4. Binding dispute resolution procedure the cities will use to resolve any disputes, including provisions allowing the cities to dissolve the district
5. Description of the proposed membership for the JRB
6. Description of the responsibilities for each city's Planning Commission, the membership and authority of the TID's Planning Commission, and the operating procedures of the TID's Planning Commission
7. Description of the responsibilities for each city's clerk, treasurer, assessor, and any other official carrying out the TIF law requirements, and which clerk, treasurer, assessor, or official will be responsible for each task specified in the law
8. Agreement on which city will be the lead city responsible for completing any documents or tasks
9. Agreement that the lead city will submit all the TID's documents at one time
10. Statement that the entire TID will terminate at one time (as a single entity) and that the lead city will submit all necessary termination notices and reports to DOR
11. Detailed description of the procedures participating cities will follow to determine:
 - a. When the TID's life may be extended
 - b. How the project plan or boundaries can be amended
 - c. How any annexation costs incurred will be shared

b. Limitations – Multijurisdictional TID may not:

- Become a donor district or receive tax increments from a donor district
- Incur project costs for any area outside the TID's boundaries
- Cause any participating municipality to exceed the 12% value limit. The 12% limit applies to all cities that are part of a Multijurisdictional TID. The total base value of the Multijurisdictional TID plus the existing value increment for TIDs in an individual municipality divided by that municipality's equalized value equals the value limit percent.
 - » Exception – when an individual municipality exceeds the 12% limit, if the governing bodies of all overlying taxation districts for that municipality each adopt a resolution approving the TID's creation even though that city exceeds the 12% limit, the TID may be created under sec. [66.1105\(18\)\(c\)3.](#), Wis. Stats.

Multijurisdictional TIDs have the same lifetime, expenditure period, reporting, and audit requirements as TIDs created under sec. 66.1105, Wis. Stats. Review [TID Details](#) for more information.

4. Comprehensive plan

Long-term growth in a community is often facilitated by creating a comprehensive plan. Growing communities should consider the need for a comprehensive plan to help direct growth. A county, municipality or regional planning commission can create a plan for the area. State law outlines the necessary parts of a comprehensive plan in sec. [66.1001\(2\)](#), Wis. Stats. These include housing, transportation, economic development and intergovernmental cooperation.

D. Effects on Overlying Taxing Jurisdictions

Although cities, villages and towns create TIDs, other overlying taxing jurisdictions participate in financing a TID. Counties, school districts, technical college districts, metropolitan sewer/town sanitary districts and lake protection/rehabilitation districts all provide TIF through their property taxes. Officials in these districts should understand how the use of TIF in their districts affect tax collections. Review [How TIF Works](#) for more information.

1. Effects on all overlying taxing jurisdictions

- Creating a TID may result in larger levies in the short term due to the tax increment
- The TID's property value increase is removed from the equalized value of the district for tax apportionment purposes
 - » As a result, the tax rate for all residents of the district is the same
 - » This also contributes to replacing the revenue that would have been generated by that portion of the property value
- The TID's value increment is used to calculate the tax increment and pay for TID improvements
- The tax levy may be reduced over the long term if the TID creates development that would not have happened without using TIF
- When the TID closes, the larger tax base may reduce taxes on residents of the overlying taxing jurisdictions

2. District specific information

- A large part of tax increment revenue comes from the school levy. In most areas, the school levy represents the largest portion of the property tax bill.
- School districts, technical colleges and county governments receive property taxes and state aid
- Special taxing jurisdictions created for certain purposes, such as lake protection and rehabilitation, sewer management, and sanitary services do not receive state aid and depend entirely on their taxable property to generate revenue

Note: Although the municipality creating a TID must notify any affected special districts, these special districts do not have a representative on the Joint Review Board.

VI. Tax Incremental Financing (TIF) Glossary

A. TIF vs. TID

It is important to understand the difference between these two terms:

TIF – Tax Incremental Financing; an economic development technique available for municipalities to expand its property tax base, where the development would not occur without public assistance

TID – Tax Incremental District; the contiguous geographical area within a municipality identified for development using Tax Incremental Financing. A TID consists of whole units of property assessed for general property tax purposes not including railroad tracks, rivers or highways, or wetlands (sec. [23.32](#), Wis. Stats.).

B. Other Terms and Concepts

Affidavit – sworn statement made in writing. Municipalities must provide DOR an affidavit from the official newspaper confirming the publication dates for any public hearing or JRB meeting notice.

Affordable housing – housing that costs a household no more than 30% of the household's gross income. A municipality may extend the life of a TID which has paid project costs up to one year if it uses 75% of the final increment on affordable housing.

Amendment – general category for types of changes to a TID. All amendments must be submitted to the Wisconsin Department of Revenue (DOR) for approval. Review [TID Amendments](#) for details.

- **Allocation** – transferring an identified amount of increment funds from one TID (donor TID) to help pay the costs of another TID (recipient TID)
- **Project plan** – a change to the TID project plan. The change may add projects, modify eligible costs, change financial plans, add cash grants, or half-mile radius option.
- **Territory** – a change to the area or boundary of a TID. Territory may be added or subtracted up to four times during the life of a TID. The TID boundaries must remain contiguous.
- **Base value redetermination** – a reduction of the TID's base value. To qualify, the TID's equalized value must be at least 10% below the current base value of the TID for two consecutive years.

Annexation – the transition of land from the control of one entity to another. In relation to TIF law, this usually refers to town territory annexed by a city or village. After January 1, 2004, annexed land cannot be included in a new TID or added to an existing TID, unless one of the following applies:

- At least three years since the annexation occurred
- City/village has a cooperative boundary agreement with the town
- City/village pledges to pay the town an amount equal to the property taxes levied on the annexed territory for each of the next five years

Base value – the total value, as equalized by DOR, of the real property located within the TID as of the valuation date.

Blighted area – areas in a damaged condition. TIF Law provides two specific meanings for the designation of blight. Neither definition includes any open land developed only for agricultural purposes:

- **Definition 1:** An area in which the structures, buildings or improvements contribute to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime and are detrimental to the public health, safety, morals or welfare, due to dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation,

light air, sanitation or open spaces, high density population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes

- **Definition 2:** An area which is predominantly open and which consists primarily of an abandoned highway corridor as defined in sec. [66.1333\(2m\)\(a\)](#), Wis. Stats. or that consists of land on which buildings or structures have been demolished and because of obsolete platting, diversity of ownership, deterioration of structures or of site improvements, substantially impairs the sound growth of the community

Boundary agreement – an agreement between two adjoining municipalities about their cooperation regarding issues such as land use, services, revenues, or boundaries. This type of agreement allows territory annexed from a town after January 1, 2004 to be included in a TID even if three years have not passed since the annexation. Sec. [66.0307](#), Wis. Stats., provides for the boundary agreement mentioned in TIF Law. Review [Intergovernmental Agreements](#) for more information.

Cash grants – payments made from tax increments to owners, lessees or developers of property included in a signed development agreement. The municipality must send a copy of the agreement to the JRB or, if the TID terminated, retain the agreement in the official TID records. The municipality must also include a statement about cash grants in the public hearing notice.

Class 1 notice – legal announcement of a meeting or hearing following ch. [985](#), Wis. Stats. This notice requires one publication at least seven days before the event. The public notice must be published in a newspaper likely to notify the people or place affected by the TID. The notice must say when, where and for what purpose the meeting or hearing is being held. Public hearings regarding any type of TID amendment require a Class 1 Notice; however, all Joint Review Board (JRB) meetings regarding the TID require notice at least five days before the meeting.

Class 2 notice – legal announcement of a meeting or hearing following ch. [985](#), Wis. Stats. This notice requires two publications, one in each of two consecutive weeks with the last published at least seven days before the event. The public notice must be published in a newspaper likely to notify the people or place affected by the TID. The notice must say when, where and for what purpose the meeting or hearing will be held. Public hearings regarding the creation of a TID require a Class 2 Notice.

Contiguous – geographically connected or sharing a border. All parcels in a TID must be contiguous.

Creation – the process of starting a TID. This process includes identifying a contiguous geographic area targeted for development, writing a plan for the area, organizing a JRB, holding meetings and a public hearing, adopting resolutions and submitting the necessary documents to DOR. Review [TID Creation](#) for more information.

Creation date – the date the municipality adopts the creation resolution for the TID. The creation date determines the maximum life and the beginning of the expenditure period. Only costs related to planning for the TID can be incurred before the creation date.

Creation resolution – the municipality's formal document approving the TID. This document must contain specific information about the TID. Review the [Resolution Checklist](#) for details on content.

Current value – the total equalized value of the real property in the TID as of January 1 of the current year, certified annually on approximately October 1.

Decrement situation – when the value of all taxable property within the TID, as equalized by DOR, is at least 10% less than the base value for two consecutive years.

Distressed TID – designation in the TIF law that allowed a TID more time to pay off project costs. This designation ended September 30, 2015. Distressed TIDs added 10 years to their maximum life.

District type – category based on a minimum percentage of property in a TID. The municipality must declare the TID type in the creation resolution. Municipal TID types include: blighted, rehabilitation or conservation, industrial, mixed-use, and environmental remediation. The declaration is based on the type of land that makes up 50% of the area in the TID. Town TID types include: agricultural, forestry, manufacturing, and tourism. The declaration is based on the type of land that makes up 75% of the area in the TID.

Environmental pollution – presence or introduction of harmful substances. TIF law includes two meanings:

- **Definition 1:** The contaminating or rendering unclean or impure the air, land or waters, or causing damage or harm to public health, fish, bird, animal or plant life, or harmful for commercial or recreational use (sec. [299.01\(4\)](#), Wis. Stats.)
- **Definition 2:** Substances that if released into the air, land, or waters of the state due to the redevelopment of an existing structure would be harmful to public health or harmful for commercial or recreational use (sec. [66.1105\(20m\)\(a\)1.b.](#), Wis. Stats.)

Environmental Remediation district – a TID with significant environmental pollution. Before creating an Environmental Remediation TID, the municipality must obtain certification of the site investigation report by the Wisconsin Department of Natural Resources. In the report, the municipality must describe the pollution, how it will be cleaned up, costs and a timeframe for the clean-up.

Equalized value – the DOR process of creating a uniform value for all general property in the state. Equalized property value is based on 100% of market value.

Expenditure – the exchange of money for the delivery of goods or services. No TID expenditures may be made before the adoption of the municipal resolution, except for costs directly related to planning the TID. TIF law lists eligible expenditures:

- Capital costs** – such as public works; new buildings or structures; demolition, remodeling, repair or reconstruction of existing buildings; environmental remediation; and the clearing of land
- Financing costs** – including interest paid to bond holders and premiums paid for early redemption of bonds
- Property assembly costs** – meaning a deficit incurred due to the sale or lease of land within a TID for less than its cost to the municipality
- Professional services** – such as planning, architectural, engineering, accounting, consulting, legal advice and services
- Administrative costs** – for municipal employees' time directly related to creating the TID or time spent implementing the TID project plan
- Relocation costs** – including relocation payments made following condemnation under sec. [32.19](#), Wis. Stats.
- Organizational costs** – related to environmental impact statements and public notices
- Payments** – to a town for property taxes on annexed land included in a TID
- Portion of major infrastructure projects** – inside or outside the TID that will serve the land in the TID (ex: water tower, sewer or water treatment plant)
- Removal or containment of lead contamination** – in buildings or infrastructure that the municipality declares a public health concern
- Developing newly-platted residential areas in a mixed-use TID** – when the residential development meets certain qualifications
- Cash grants** – if a municipality signs a development agreement with cash grants, state law requires the municipality indicate this in the public hearing notice
- Fees to DOR** – to certify or recertify the base and yearly fee to keep a TID active

Expenditure period – the time during the life of the TID when expenses may be incurred to implement the approved projects. The maximum expenditure period for most districts ends five years before the unextended maximum life of the TID. Environmental Remediation TIDs created before November 29, 2017, have a 15-year expenditure period. Town TIDs created under sec. 60.85, Wis. Stats., have a 5-year expenditure period.

TID Expenditure Period	
TID Type	Maximum Expenditure Period
Any before October 1, 1995	22 years
Blight or Rehabilitation/Conservation after October 1, 1995	22 years
Industrial after October 1, 1995 but before October 1, 2004	18 years
Industrial or mixed-use on or after October 1, 2004	15 years
Environmental Remediation before November 29, 2017	15 years
Environmental Remediation on or after November 29, 2017	22 years
Town TIDs created under sec. 60.85, Wis. Stats.	5 years

Extension – requesting extra time for the TID. This extends the TID maximum life. Review [TID Extensions](#) for details on obtaining an extension.

Three extension types:

1. **Affordable housing extension** – an extension of up to 12 months from the resolution date. Then the final increment must be used to improve housing. The municipality must use 75% of the increment to improve affordable housing. The municipality must adopt a resolution describing how funds will be used and email a copy of the resolution to DOR.
2. **Standard extension** – a non-specific statutory extension to a TID's maximum life when the municipality needs more time to pay project costs. The length of the extension depends on the type of district (review [TID Criteria Matrix](#) for details). The JRB must approve this extension and the municipality must email a copy of the approval to DOR.
3. **Technical college extension** – a three-year extension to the TID maximum life when the TID's increment was negatively impacted by [2013 Wisconsin Act 145](#). The JRB must approve this extension and the municipality must email a copy of the approval to DOR.

Increment – see [Tax increment](#) or [Value increment](#)

Industrial district – TID with more than 50% of land suitable for industrial sites. Any real property within an industrial type TID that is zoned for industrial use must remain zoned for industrial use for the life of the TID.

Ineligible project costs – expenses that may not be paid for with the tax increment revenue. TIF law identifies the following ineligible project costs:

- Constructing or expanding administrative, police and fire buildings, libraries, schools, recreation and community buildings
- Constructing any building or facility if the municipality generally finances similar facilities only with utility user fees
- General government operating expenses unrelated to the planning or implementation of the project plan
- Cash grants made by the municipality to owners, lessees, or developers of land within the TID, unless the recipient has signed a development agreement with the municipality.

Joint Review Board (JRB) – a committee with members representing the overlying taxing jurisdictions responsible for approving or denying the creation or amendment of a TID. When creating a TID the municipality must create a JRB to vote on all TID actions and review the TID Annual Report. Review [Joint Review Board](#) for more information.

Lands proposed for newly platted residential use – state law does not define the phrase "lands proposed for newly platted residential use." A "plat" is a map of a subdivision. "Newly platted" refers to land that has not been previously subdivided or is currently subject to a replat as defined in sec. [236.02\(11\)](#), Wis. Stats. The word "residential" commonly means relating to a place where people live. When reviewing a project plan, DOR considers the current use, or zoning, and the future use, or zoning, as indicators of whether an area consists of "lands proposed for newly platted residential use." An example of "lands proposed for newly platted residential use" would be subdividing a farm field for housing. Under state law, increment revenue may only be spent on newly platted residential development in a mixed-use TID if the TID includes less than 35% of lands proposed for newly platted residential use and if one of the following applies:

- Density of the residential housing is at least three units per acre
- Residential housing is located in a conservation subdivision, as defined in sec. [66.1027\(1\)\(a\)](#), Wis. Stats.
- Residential housing is located in a traditional neighborhood development, as defined in sec. [66.1027\(1\)\(c\)](#), Wis. Stats.

Local legislative body – municipal governing body responsible for administering local government (ex: the village/town board, city council or common council). This body must adopt a resolution to create, amend, or terminate a TID; or extend the TID's life for affordable housing.

Mixed-use district – TID with a combination of residential, commercial, and industrial uses. Mixed-use TIDs can only include lands proposed for newly platted residential use if they do not exceed 35%, by area, of the real property in the TID and the residential development meets other qualifications.

Multijurisdictional district – TID created by two or more cities that have entered into an intergovernmental cooperation agreement under sec. [66.0301](#), Wis. Stats., which addresses the provisions required by sec. [66.1105\(18\)\(b\)](#), Wis. Stats.

Municipality – a city, village or town.

Non-project costs – project expenses that are not eligible for TIF increment funds or that are paid for with other types of revenue, such as grants or user fees. Any non-project costs in the TID must be detailed in the project plan.

Overlap – when the boundary of one TID covers another existing TID's boundaries.

Overlying taxing jurisdiction – school districts, county governments, technical college districts and other special districts (ex: sanitary districts, sewer districts or lake rehabilitation districts). The tax increment generated by the levies of each of these jurisdictions is collected by the municipality that manages the TID to pay the approved project costs. A representative from the county, municipality, school and technical college districts serves on the JRB.

Planning Commission – a committee that creates and adopts a master plan for physical development of the municipality as specified in sec. [62.23](#), Wis. Stats. If a municipality does not have a Planning Commission, a board of public land commissioners or the planning committee may serve this role. Steps assigned to the Planning Commission under TIF law may be carried out by the Redevelopment or Community Development Authority of the municipality.

Project costs – any expenditure planned or made that can be paid for with tax increment revenue. DOR does not make decisions on the eligibility of specific project costs. Each municipality must consult with its legal and accounting advisors to decide whether a project or specific cost is eligible under TIF law.

Project plan – a document explaining the financial details and development plans for the TID.

Public hearing – the presentation of the TID project plan before the Planning Commission where the community may voice its opinion on the TID. As part of creating or amending a TID, the Planning Commission must hold a public hearing and make copies of the project plan available.

Rehabilitation or conservation work – to restore, preserve or repair. Defined for the purposes of TIF law in sec. [66.1337](#), Wis. Stats., rehabilitation and conservation includes any of the following (these descriptions do not override the restrictions on project costs defined above):

- Operating a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements
- Acquisition of real property and demolition; removal or rehabilitation of buildings and improvements on the property to eliminate unhealthful, unsanitary or unsafe conditions, lessen density, reduce traffic hazards, eliminate uses detrimental to the public welfare, remove or prevent the spread of blight or deterioration, or provide land for needed public facilities
- Installation, construction or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for the objectives of an urban renewal project
- The disposition of any property acquired in the project area for uses meeting the objectives of the urban renewal project

Severely distressed TID – designation in the TIF law that allowed a TID more time to pay off project costs. This designation ended September 30, 2015. Severely Distressed TIDs were allowed a maximum life of 40 years from the creation date.

Substantial compliance – when the essential (substantial) requirements of the statutes are met even though the formal requirements were not. When creating or amending a TID, if the municipality does not meet certain requirements, the municipality may submit a written request asking DOR to find substantial compliance. This means that despite certain errors, a TID may be created because the error did not affect the fairness of the process or the public's ability to participate in the process. This process allows DOR more flexibility when approving TIDs.

Tax base – the total of all equalized real property in an entire municipality or taxing jurisdiction on which property taxes are levied.

Tax increment – the taxes levied by all overlying taxing jurisdictions on the value between the base value and the current value of the TID. The municipality that manages the TID uses these taxes to pay for the approved project costs. Review the [TID Creation Timeframes](#) for information on when increments begin for a new creation. Review [TID Termination Timeframes](#) for information on when increments end for a terminated TID.

Termination – the process of ending a TID. This process includes adopting a resolution, notifying DOR, completing the final audit and filing the appropriate documents with DOR. After the tax increments collected exceed project costs or the TID reaches its maximum life, it must terminate. If the municipality terminates a TID and there is remaining debt then it becomes the municipality's responsibility. Review [TID Termination](#) and [TID Termination Timeframes](#) for more information.

Valuation date – January 1 of the year the TID is created or amended. The date the municipality adopts the creation or amendment resolution determines the valuation/creation year. Review the [TID Creation Timeframes](#) to determine the creation year.

Value increment – the difference in value between the base value and the current value of the TID. This is the amount of property value that can be attributed to the TIF investment used to generate the tax increment that pays for the investment.

Value limit – the maximum TID value allowed in a municipality. A municipality must be under the limit to create or add parcels to a TID. For a municipal TID, the value of taxable property in the new TID plus the value increment of existing TIDs divided by the total municipal equalized value cannot exceed 12%. Town TIDs created under sec. 60.85, Wis. Stats., have a 5% or 7% limit. For more information review [TIF – Value Limit Common Questions](#).

VII. Resources/Contact Information

For more Tax Incremental Financing (TIF) information:

- Visit the [TIF](#) website
- Email – tif@wisconsin.gov
- Phone – (608) 266-7750, press 3 for Tax Incremental Finance
- DOR [YouTube](#) – Governments playlist



VILLAGE OF SOMERS
TAX INCREMENT DISTRICT REPORTS

District No.	1	2	3	4	5	6	7	8	9	10	11
Type	Industrial	Mixed Use	Mixed Use	Mixed Use	Mixed Use	Mixed Use	Mixed Use	Mixed Use	Mixed Use	Mixed Use	Mixed Use
Creation Date	7/27/2015	9/30/2015	7/24/2018	7/24/2018	7/24/2018	7/24/2018	7/24/2018	7/24/2018	7/24/2018	7/24/2018	7/24/2018
Dissolution Date	7/27/2035	9/30/2035	7/24/2038	7/24/2038	7/24/2038	7/24/2038	7/24/2038	7/24/2038	7/24/2038	7/24/2038	7/24/2038
2024 Revenues and Expenses											
Revenues	\$ 1,311,925	\$ 1,653,093	\$ 694,498	\$ 597,248	\$ 53,864	\$ 76,381	\$ 45,114	\$ 6,118	\$ 4,810	\$ 31,139	\$ 971
Expenses	704,077	680,656	40,923	275,437	86,725	34,645	1,038	44,136	723	723	723
Excess or Deficiency	\$ 607,848	\$ 972,436	\$ 653,575	\$ 321,811	\$ (32,861)	\$ 41,736	\$ 44,076	\$ (38,018)	\$ 4,087	\$ 30,416	\$ 248
Totals from Date of Creation to 12/31/2024											
Revenues	\$ 22,914,526	\$ 21,346,573	\$ 2,256,194	\$ 2,185,867	\$ 259,606	\$ 14,641,398	\$ 170,386	\$ 243,605	\$ 12,589	\$ 82,616	\$ 3,183
Expenses	18,040,885	17,482,525	1,953,617	1,180,657	411,506	14,508,464	46,727	521,985	20,882	29,814	20,864
Excess or Deficiency	\$ 4,873,641	\$ 3,864,048	\$ 302,577	\$ 1,005,210	\$ (151,900)	\$ 132,934	\$ 123,659	\$ (278,380)	\$ (8,293)	\$ 52,802	\$ (17,681)
Outstanding Debt	\$ 8,078,530	\$ 5,810,000	\$ 134,076	\$ -	\$ -	\$ 157,394	\$ -	\$ -	\$ -	\$ -	\$ -
Less Fund Balances											
TID Capital Projects Fund	1,024,826	(6,488)	(429,651)	(1,005,414)	(171,423)	33,986	(23,270)	(281,587)	(20,881)	(2,138)	(20,863)
TID Debt Service Fund	3,848,816	3,870,536	732,228	2,010,623	19,523	98,948	146,928	3,207	12,588	54,941	3,183
Net Cost to be Recovered as of 12/31/2024	\$ 3,204,888	\$ 1,945,952	\$ (168,501)	\$ (1,005,210)	\$ 151,900	\$ 24,460	\$ (123,659)	\$ 278,380	\$ 8,293	\$ (52,803)	\$ 17,681
Increment Information											
2019 Revenue	\$ 1,078,611	\$ 956,504	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2020 Revenue	1,077,133	989,149	-	1,409	3,010	3,313	14,801	472	2,669	3,976	255
2021 Revenue	1,011,945	942,859	-	2,301	-	735	18,136	216	2,317	3,034	72
2022 Revenue	945,869	1,547,204	23,422	688,596	447	14,404	27,799	305	-	-	1,002
2023 Revenue	909,045	1,238,192	25,282	626,177	6,060	15,266	41,071	1,049	3,446	23,125	882
2024 Revenue	875,055	1,244,877	692,444	597,248	10,006	75,699	45,114	1,165	4,810	24,802	971
Check - should be zero	(0)	0	0	0	0	0	(0)	(0)	0	(0)	0



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

MEETING DATE: April 8, 2025

TO: Village President Stoner and Village Trustees

PREPARED BY: Kevin Poirier, Assistant Administrator

REVIEWED BY: Jason J. Peters, Administrator

AGENDA ITEM: #8 Discussion and possible action on change order #2 reducing the contract by \$13,157.17 for the 2024 Roadway Improvements Program (13th Avenue and 16th Place).

#9 Discussion and possible action on request for final payment from Payne and Dolan in the amount of \$21,492.01 for the 2024 Roadway Improvements Program (13th Avenue and 16th Place).

BACKGROUND:

On June 25th, 2024 the Village Board awarded the bid for the 2024 Roadway Improvements Program (13th Avenue and 16th 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 13th 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 at the time of the repaving instead of having to tear the pavement at a later date to fix the intersection at minimal cost to taxpayers. A change order for the project was drafted September. 26, 2024 with the additional cost to be split equitably between the Village of Somers and Kenosha County.

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

PRIOR ACTION TAKEN:

The Board has previously approved the following payments:

- 1st request February 25th, 2025 \$458,611.32

Payments to date \$458,611.32

August Winter & Sons submitted change order #1 to add \$9,160.50 to the contract price for the work related to the Kenosa County Multi-use Trail. This was approved by the board on Feb. 25, 2025.

August Winter & Sons submitted change order #2 reducing the contract by \$13,157.17 to close out the contract.

The new contract price is \$480,103.33.

August Winter & Sons has submitted their final pay request in the amount of \$21,492.01. Engineer Snyder has reviewed the requests and recommends approval.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

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

#8

“Motion to approve change order #2 reducing the contract by \$13,157.17 for work on the 2024 Roadway Improvements Program (13th Avenue and 16th Place).”

#9

“Motion to approve change order #2 and request for final from Payne \ & Dolan payment in the amount of \$21,492.01 for work on the 2024 Roadway Improvements Program (13th Avenue and 16th Place).”

ATTACHMENTS:

Change Order #2

Payment Recommendation from Engineer Biwer

00 63 63

CHANGE ORDER #2

PROJECT: 2024 Roadway Improvements

DATE OF ISSUANCE: April 2, 2025

OWNER: Village of Somers
7511 12th St.
Somers, WI 53171

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

CONTRACTOR: Payne & Dolan, Inc.
1700 120th Avenue
Kenosha, WI 53144

ENGINEER's Project No. 2400374.00

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

Description: Project Close-Out

Purpose of Change Order: Quantify completed work and zero out contract

Attachments: List of final quantities and cost

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$484,100.00

Previous Change Orders:
No. - to No. 1 \$9,160.50

Current Contract Price: \$493,260.50

Net decrease of this Change Order: \$13,157.17

Contract Price with this Change Order: \$480,103.33

CHANGE IN CONTRACT TIME:

Original Contract Time:
Substantial Completion: November 8, 2024
Completion: January 31, 2025

Change from previous Change Orders: None

Current Contract Time:
Substantial Completion: November 8, 2024
Completion: January 31, 2025

Net Increase of this Change Order: None

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. Biver
Brett D. Biver, P.E.
Project Manager

By _____
George Stoner
Village President

By DocuSigned by:
7/3 M. Strzalka
169D2589DEF74EA
Greg Strzalka
Agent

**FINAL QUANTITIES
2024 ROADWAY IMPROVEMENTS
VILLAGE OF SOMERS**

No.	Item	Unit	BID AMOUNT			FINAL AMOUNT		Bid to Final Difference
			Bid Quantity	Unit Price	Bid Amount	Final Quantity	Final Amount	
13TH AVENUE								
1	MOBILIZATION	LS	1	\$ 22,800.00	\$ 22,800.00	1	\$ 22,800.00	\$ -
2	CONSTRUCTION LAYOUT AND STAKING	LS	1	\$ 239.68	\$ 239.68	1	\$ 239.68	\$ -
3	PULVERIZE ASPHALTIC PAVEMENT - FULL DEPTH	SY	11,838	\$ 3.25	\$ 38,473.50	11,838	\$ 38,473.50	\$ -
4	DRIVEWAY ASPHALT REMOVAL	SY	423	\$ 10.75	\$ 4,547.25	378.7	\$ 4,071.03	\$ (476.23)
5	CONCRETE APRON REMOVAL	SY	11	\$ 53.47	\$ 588.17	11	\$ 588.17	\$ -
6	BASE REPAIR, 1-1/4-INCH BASE AGG. DENSE	TON	789	\$ 35.00	\$ 27,615.00	172.29	\$ 6,030.15	\$ (21,584.85)
7	HMA PAVEMENT - 5LT 1 3/4-INCH SURFACE	SY	12,473	\$ 9.15	\$ 114,127.95	13,473	\$ 123,277.95	\$ 9,150.00
8	HMA PAVEMENT - 3LT 2 1/4-INCH BINDER	SY	12,473	\$ 9.40	\$ 117,246.20	12,814	\$ 120,451.60	\$ 3,205.40
9	CRUSHED LIMESTONE SHOULDER	LF	8,824	\$ 2.10	\$ 18,530.40	8,824	\$ 18,530.40	\$ -
10	CHAIN LINK FENCE 6-FT	LS	1	\$ 4,952.00	\$ 4,952.00	1	\$ 4,952.00	\$ -
11	REPLACE CULVERT (18-INCH CMP, STA 114+65)	LS	1	\$ 13,100.00	\$ 13,100.00	1	\$ 13,100.00	\$ -
12	REPLACE CULVERT (18-INCH CMP, STA 120+75)	LS	1	\$ 11,800.00	\$ 11,800.00	1	\$ 11,800.00	\$ -
13	REPLACE CULVERT (12 TO 15-INCH, STA 132+13)	LS	1	\$ 10,600.00	\$ 10,600.00	1	\$ 10,600.00	\$ -
14	PAVEMENT MARKING, EPOXY 4-INCH (13TH AVE.)	LF	9,384	\$ 1.00	\$ 9,384.00	9,384	\$ 9,384.00	\$ -
15	LAWN RESTORATION	LS	1	\$ 5,500.00	\$ 5,500.00	1	\$ 5,500.00	\$ -
16	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 6,400.00	\$ 6,400.00	1	\$ 6,400.00	\$ -
	13TH AVENUE TOTAL:				\$ 405,904.15		\$ 396,198.48	\$ (9,705.67)
16TH PLACE								
1	MOBILIZATION	LS	1	\$ 4,965.00	\$ 4,965.00	1	\$ 4,965.00	\$ -
2	CONSTRUCTION LAYOUT AND STAKING	LS	1	\$ 239.68	\$ 239.68	1	\$ 239.68	\$ -
3	PULVERIZE ASPHALT PAVEMENT - FULL DEPTH	SY	2,333	\$ 3.75	\$ 8,748.75	2,333	\$ 8,748.75	\$ -
4	DRIVEWAY ASPHALT REMOVAL	SY	210	\$ 11.00	\$ 2,310.00	210	\$ 2,310.00	\$ -
5	BASE REPAIR, 1-1/4-INCH BASE AGG. DENSE	TON	156	\$ 35.00	\$ 5,460.00	0	\$ -	\$ (5,460.00)
6	HMA PAVEMENT - 5LT 1 3/4-INCH SURFACE	SY	2,543	\$ 10.00	\$ 25,430.00	2,751	\$ 27,510.00	\$ 2,080.00
7	HMA PAVEMENT - 3LT 2 1/4-INCH BINDER	SY	2,543	\$ 7.15	\$ 18,182.45	2,533	\$ 18,110.95	\$ (71.50)
8	CRUSHED LIMESTONE SHOULDER	LF	2,100	\$ 2.10	\$ 4,410.00	2,100	\$ 4,410.00	\$ -
9	LAWN RESTORATION	LS	1	\$ 1,249.97	\$ 1,249.97	1	\$ 1,249.97	\$ -
10	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 7,200.00	\$ 7,200.00	1	\$ 7,200.00	\$ -
	16TH PLACE TOTAL:				\$ 78,195.85		\$ 74,744.35	\$ (3,451.50)
	Change Order #1: T&M - 13TH AVE. GRADING						\$ 9,160.50	\$ 9,160.50
	Bid Total:				\$ 484,100.00	Final Total:	\$ 480,103.33	\$ (3,996.67)

PROJECT SUMMARY	
Original Contract Sum:	\$ 484,100.00
Net Change by Change Order:	\$ (3,996.67) Change Order #1, #2
Final Contract Sum:	\$ 480,103.33

CHANGE ORDER SUMMARY	
Change Order #1:	\$ 9,160.50
Change Order #2:	\$ (13,157.17)
	\$ (3,996.67)

April 2, 2025

Wendy Burnette, Clerk
Village of Somers
7511 12th Street
Somers, WI 53171

Subject: 2024 Roadway Improvements - Final Payment Recommendation

Dear Wendy,

Enclosed is a Final Application for Payment, Sworn Statement, Final Lien Waivers, Warranty Letter, Maintenance Bond, Certificate of Insurance, and Consent of Surety from Payne & Dolan, Inc., Contractor, for work performed on the 2024 Roadway Improvements Project. The project was substantially complete on November 11, 2024. The following is our opinion of the amount due and payable to the Contractor:

Contract Price Including Change Order #1 & #2	\$480,103.33
Work Completed to Date	\$480,103.33
Less Amount Retained	<u>(\$0.00)</u>
Subtotal	\$480,103.33
Less Previous Payments	<u>(\$458,611.32)</u>
Total Amount Due for Final Payment	\$21,492.01

We recommend payment to Payne & Dolan, Inc. for \$21,492.01.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



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 #2\2400374
PAY REQUEST #2 RECOMMENDATION.DOC

	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	1.00	\$ 22,800.00	-	\$ -
20	Construction Layout & Staking	1	LS	\$ 239.68	\$ 239.68	1.00	\$ 239.68	1.00	\$ 239.68	-	\$ -
30	Pulverize Asphaltic Pavement - Full Depth	11838	SY	\$ 3.25	\$ 38,473.50	11838.00	\$ 38,473.50	11838.00	\$ 38,473.50	-	\$ -
40	Driveway Asphalt Removal	423	SY	\$ 10.75	\$ 4,547.25	378.70	\$ 4,071.03	378.70	\$ 4,071.03	-	\$ -
50	Concrete Apron Removal	11	SY	\$ 53.47	\$ 588.17	11.00	\$ 588.17	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	172.29	\$ 6,030.15	-	\$ -
70	HMA Pavement SLT 1 3/4 Inch Surface	12473	SY	\$ 9.15	\$ 114,127.95	13473.00	\$ 123,277.95	13473.00	\$ 123,277.95	-	\$ -
80	HMA Pavement 3LT 2 1/4 Inch Binder	12473	SY	\$ 9.40	\$ 117,246.20	12814.00	\$ 120,451.60	12814.00	\$ 120,451.60	-	\$ -
90	Crushed Limestone Shoulder	8824	LF	\$ 2.10	\$ 18,530.40	8824.00	\$ 18,530.40	8824.00	\$ 18,530.40	-	\$ -
100	Chain Link Fence 6-FT	1	LS	\$ 4,952.00	\$ 4,952.00	1.00	\$ 4,952.00	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	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	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	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	9384.00	\$ 9,384.00	-	\$ -
150	Lawn Restoration	1	LS	\$ 5,500.00	\$ 5,500.00	1.00	\$ 5,500.00	1.00	\$ 5,500.00	-	\$ -
160	Traffic Control and Protection	1	LS	\$ 6,400.00	\$ 6,400.00	1.00	\$ 6,400.00	1.00	\$ 6,400.00	-	\$ -
170	Mobilization	1	LS	\$ 4,965.00	\$ 4,965.00	1.00	\$ 4,965.00	1.00	\$ 4,965.00	-	\$ -
180	Construction Layout & Staking	1	LS	\$ 239.68	\$ 239.68	1.00	\$ 239.68	1.00	\$ 239.68	-	\$ -
190	Pulverize Asphaltic Pavement - Full Depth	2333	SY	\$ 3.75	\$ 8,748.75	2333.00	\$ 8,748.75	2333.00	\$ 8,748.75	-	\$ -
200	Driveway Asphalt Removal	210	SY	\$ 11.00	\$ 2,310.00	210.00	\$ 2,310.00	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 SLT 1 3/4 Inch Surface	2543	SY	\$ 10.00	\$ 25,430.00	2751.00	\$ 27,510.00	2751.00	\$ 27,510.00	-	\$ -
230	HMA Pavement 3LT 2 1/4 Inch Binder	2543	SY	\$ 7.15	\$ 18,182.45	2533.00	\$ 18,110.95	2533.00	\$ 18,110.95	-	\$ -
240	Crushed Limestone Shoulder	2100	LF	\$ 2.10	\$ 4,410.00	2100.00	\$ 4,410.00	2100.00	\$ 4,410.00	-	\$ -
250	Lawn Restoration	1	LS	\$ 1,249.97	\$ 1,249.97	1.00	\$ 1,249.97	1.00	\$ 1,249.97	-	\$ -
260	Traffic Control and Protection	1	LS	\$ 7,200.00	\$ 7,200.00	1.00	\$ 7,200.00	1.00	\$ 7,200.00	-	\$ -
1010	T&M Change Order	1	LS	\$ 9,160.50	\$ 9,160.50	1.00	\$ 9,160.50	0.00	\$ -	1.00	\$ 9,160.50
	TOTAL				\$ 493,260.50	0.00	\$ 480,103.33		\$ 470,942.83	-	\$ 9,160.50

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	\$ 480,103.33
Less Retention (5% of first 50%)	\$ -
Less Previously Invoiced	\$ 458,611.32
Total Amount Due	\$ 21,492.01

**CERTIFICATE 00 62 76.01
SWORN STATEMENT**

State of Wisconsin }^{ss.}
County of Kenosha }

THE AFFIANT, Greg Strzalka BEING FIRST DULY SWORN, ON OATH DEPOSES AND SAYS

THAT HE/SHE IS Agent THAT PAYNE & DOLAN, INC. HAS

CONTRACT WITH Village of Somers, Kenosha County, WI, OWNER FOR

Roadway Improvments

(KIND OF WORK)

ON THE FOLLOWING DESCRIBED PREMISES IN SAID COUNTY, TO-WIT: Various Streets in the Village of Somers, Kenosha County, WI

THAT, FOR THE PURPOSE OF SAID CONTRACT, THE FOLLOWING PERSONS HAVE BEEN CONTRACTED WITH, AND HAVE FURNISHED, OR ARE FURNISHING AND PREPARING MATERIALS FOR, AND HAVE DONE OR ARE DOING LABOR ON SAID IMPROVEMENT. THAT THERE IS DUE AND TO BECOME DUE THEM, RESPECTIVELY, THE AMOUNTS SET OPPOSITE THEIR NAMES FOR MATERIALS OR LABOR AS STATED. THAT THIS IS A FULL, TRUE, AND COMPLETE STATEMENT OF ALL SUCH PERSONS, AND OF THE AMOUNTS PAID.

1	2	3	4	5	6	7
NAME AND ADDRESS	KIND OF WORK	ADJUSTED TOTAL CONTRACT INCL. EXTRAS AND CREDITS	TOTAL RETAINED INCLUDING THIS APPLICATION	NET PREVIOUSLY PAID	NET AMOUNT OF THIS PAYMENT	BALANCE TO BECOME DUE (INC. RETENTION)
AW Oakes & Son	Concrete	\$42,867.00	\$0.00	\$42,867.00	\$0.00	\$0.00
Century Fence Company	Fence	\$4,902.48	\$0.00	\$4,902.48	\$0.00	\$0.00
Century Traffic	Traffic Control	\$10,494.00	\$0.00	\$10,494.00	\$0.00	\$0.00
Payne & Dolan, Inc.		\$421,839.85	\$0.00	\$400,347.84	\$21,492.01	\$0.00
TOTAL		\$480,103.33				

AMOUNT OF ORIGINAL CONTRACT \$ 484,100.00
EXTRAS TO CONTRACT \$ 9,160.50
TOTAL CONTRACT AND EXTRAS \$ 493,260.50
CREDITS TO CONTRACT \$ 13,157.17
ADJUSTED TOTAL CONTRACT \$ 480,103.33

WORK COMPLETED TO DATE \$ 480,103.33
LESS % RETAINED \$ 0.00
MATERIAL STORED \$
NET AMOUNT EARNED \$ 480,103.33
NET PREVIOUSLY PAID \$ 458,611.32
NET AMOUNT OF THIS PAYMENT \$ 21,492.01
BALANCE TO BECOME DUE (INC. RETENTION) \$ 0.00

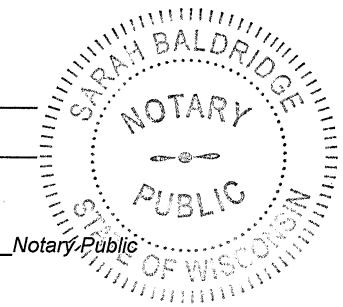
It is understood that the total amount paid to date plus the amount requested in this application shall not exceed 100 % of the cost of work completed to date.

I agree to furnish Waivers of Lien for all materials under my contract when demanded.

Signed Greg Strzalka
Greg Strzalka, Agent
(Position)

Subscribed and sworn to before me this 27th day of February 2025

Sarah Baldridge
My Commission Expires: 01/10/2029



FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: **April 1, 2025**

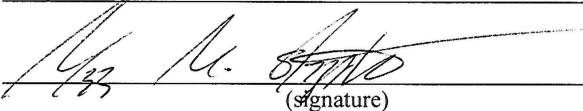
1. Claimant's Name: Payne & Dolan, Inc.
Claimant's Address: 1700 120th Avenue, Kenosha, WI 53144
2. Property Improved by Contractor's Work (check one):
 Street address: Village of Somers - 2024 Roadway Improvements, Various Streets, Somers, WI
 Legal description attached.
3. Contractor's Work furnished at the request of: (name of party which requested or contracted for work)

VILLAGE OF SOMERS
7511 12th Street
Somers, WI 53171

4. Waiver of lien rights, contingent upon receipt of payment, is made for (select one):
 The following work:
(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 past Work, including labor, services, material, plans or specifications performed or furnished at any time by the Contractor at the Property. This is a full waiver of all lien rights.
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: 
(signature)

Authorized Agent's Name: Greg Strzalka
(print name of person signing above)

Title: Agent

Address: 1700 120th Avenue, Kenosha, WI 53144

Telephone Number: 262-859-3081

NOTE: 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.

FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: **February 27, 2025**

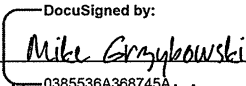
1. Claimant's Name: **CENTURY FENCE COMPANY**
 Claimant's Address: **PO Box 727, Pewaukee, WI 53072-0727**
2. Property Improved by Contractor's Work (check one):
 Project Information: Village of Somers - 2024 Roadway Improvements
 Legal description attached.
3. Contractor's Work furnished at the request of: (name of party which requested or contracted for work)

PAYNE DOLAN, INC.
1700 120th Avenue
Kenosha, WI 53144

4. Waiver of lien rights, contingent upon receipt of payment, is made for (select one):
 The following work:
 (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 past Work, including labor, services, material, plans or specifications performed or furnished at any time by the Contractor at the Property. This is a full waiver of all lien rights.
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)

SUBCONTRACTOR NAME: **CENTURY FENCE**

By:  (signature)

Authorized Agent's Name: **Mike Grzybowski**
(print name of person signing above)

Title: **President**

Address: **PO Box 727, Pewaukee, WI 53072-0727**

Telephone Number: **262-993-5508**

§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.

FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: **February 27, 2025**

1. Claimant's Name: **CENTURY TRAFFIC LLC**
Claimant's Address: **1265 Hickory Street, Pewaukee, WI 53072**

2. Property Improved by Contractor's Work (check one):
 Project Information: Village of Somers - 2024 Roadway Improvements
 Legal description attached.

3. Contractor's Work furnished at the request of: (name of party which requested or contracted for work)

PAYNE DOLAN, INC.
1700 120th Avenue
Kenosha, WI 53144

4. Waiver of lien rights, contingent upon receipt of payment, is made for (select one):

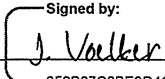
The following work:
(insert description of type of labor, services, material, plans or specifications supplied by Contractor, including percentage performed dollar value, and dates as necessary to accurately describe the Work being waived, stating exceptions, if any)

All past Work, including labor, services, material, plans or specifications performed or furnished at any time by the Contractor at the Property. This is a full waiver of all lien rights.

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)

SUBCONTRACTOR NAME: **CENTURY TRAFFIC LLC**

By:  Signed by: _____

Authorized Agent's Name: **J. Voelker** (signature)
_____ (print name of person signing above)

Title: **Vice President**

Address: **1265 Hickory Street, Pewaukee, WI 53072**

Telephone Number: **262-993-3350**

§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.

FULL WAIVER OF CONSTRUCTION LIEN

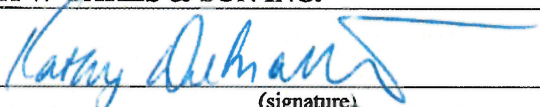
§779.05, Wis. Stats.

Date: February 27, 2025

- Claimant's Name: **A W OAKES & SON**
Claimant's Address: **2000 Oakes Rd., Racine, WI 53406**
- Property Improved by Contractor's Work (check one):
 Project Information: Village of Somers - 2024 Roadway Improvements
 Legal description attached.
- Contractor's Work furnished at the request of: (name of party which requested or contracted for work)

PAYNE DOLAN, INC.
1700 120th Avenue
Kenosha, WI 53144
- Waiver of lien rights, contingent upon receipt of payment, is made for (select one):
 The following work:
 (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 past Work, including labor, services, material, plans or specifications performed or furnished at any time by the Contractor at the Property. This is a full waiver of all lien rights.
- 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)

SUBCONTRACTOR NAME: A W OAKES & SON INC.

By: 
(signature)

Authorized Agent's Name: Signing Group
(print name of person signing above)

Title: CFO/VP

Address: 2000 Oakes Rd., Racine, WI 53406

Telephone Number: _____

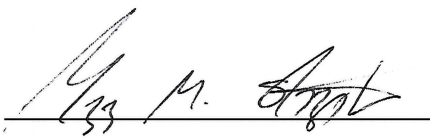
§779.05 Waivers of Lien. Provides, in part "(1) Any document signed by a lien claimant or potential claimant and purporting to be a waiver of construction lien rights under this subchapter, is valid and binding as a waiver whether or not consideration was paid therefor and whether the document was signed 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.

WARRANTY

We hereby warrant that the asphalt paving which we have installed at Various streets, Village of Somers 2024 Roadway Improvements has been done in accordance with the drawings, directives and specifications for this project. We agree to repair or replace any or all work that proves to be defective in workmanship or materials within a period of **one (1)** year from the project's substantial completion date which is November 11, 2024. Subcontractor's warranty excludes remedy for the following: damage or defect caused by abuse; modifications not executed by the Subcontractor, its subcontractors or suppliers; improper or insufficient maintenance; improper operation or normal wear and tear under normal usage. Subcontractor's warranty is in lieu of any other warranty or remedy required by law.

Payne & Dolan, Inc.

Signed 

(Subcontractor) Greg Strzalka, Agent

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we _____
 PAYNE & DOLAN, INC. _____ of
 1700 120th Avenue, Kenosha, WI, 53144 _____, hereinafter
 referred to as the Principal, and _____ WESTERN SURETY COMPANY _____,
 as Surety, are held and firmly bound unto VILLAGE OF SOMERS _____
 of 7511 12th Street, Somers, WI, 53171 _____, hereinafter
 referred to as the Oblige, in the sum of Twenty Four Thousand Six Hundred Sixty Three and 03/100 _____
 Dollars (\$ 24,663.03 _____), for the payment of which we bind ourselves, our legal representatives, successors
 and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with the _____
 VILLAGE OF SOMERS _____ dated
 June 26th _____, 2024 _____, for _____
 2024 Roadway Improvements _____.

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of
 three (3) year(s) after approval of the final estimate on said job, by the owner, against all defects in
 workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was approved on November 11 _____, 2024 _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the
 Oblige for all loss that the Oblige may sustain by reason of any defective materials or workmanship which
 become apparent during the period of three (3) year(s) from and after November 11, 2024 _____
 then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 20th _____ day of March _____, 2025 _____.

PAYNE & DOLAN, INC. _____
 (Principal)
 By _____ (Seal)
 Greg Strzalka, Agent

WESTERN SURETY COMPANY _____
 (Surety)

By _____ (Seal)
 Trudy A. Szalewski, Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kelly Cody, Roxanne Jensen, Marc Sacia, Individually of Green Bay, Wisconsin
Trudy A. Szalewski, Brian Krause, Individually of Milwaukee, Wisconsin**

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of May, 2023.



WESTERN SURETY COMPANY

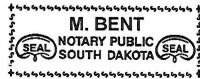
Larry Kasten

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of May, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of March 2025



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-4-2023

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

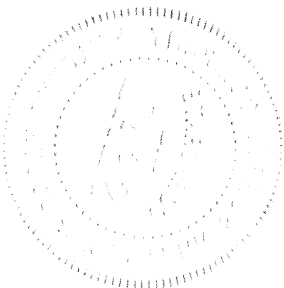
This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/05/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No. Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Payne & Dolan, Inc. c/o Sarah Baldridge PO Box 1632 Waukesha, WI 53187	INSURER A: Travelers Indemnity Company NAIC # 25658	
	INSURER B: Travelers Property Casualty Company of Ame 25674	
	INSURER C: Standard Fire Insurance Company 19070	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** W37689677 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	VTC2K-CO-7W348588-IND-25	03/01/2025	03/01/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	VTC2J-CAP-7W348576-TIL-25	03/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CUP-7W34859A-25-25	03/01/2025	03/01/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-6X192249-25-25-K	03/01/2025	03/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Worker's Compensation and Employer's Liability (WI - Retro) Per Statute		Y	UB-6X191345-25-25-R	03/01/2025	03/01/2026	E.L. Each Accident \$1,000,000 E.L. Disease-Each Emp \$1,000,000 E.L. Disease-Pol Lmt \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 2024 Roadway Improvements for the Village of Somers, Kenosha County, Wisconsin P&D 253947 2024 / 2 years

Village of Somers and Baxter & Woodman, Inc., it's officers, directors and employees are included as Additional Insureds under the General Liability policy, for ongoing and completed operations, Automobile Liability and Umbrella/Excess policies with respect to work performed by the Named Insured when required by written contract, agreement or permit and executed prior to the loss.

CERTIFICATE HOLDER Village of Somers 7511 - 12th Street Somers, WI 53171	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Payne & Dolan, Inc. c/o Sarah Baldrige PO Box 1632 Waukesha, WI 53187	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Insurance afforded to the Additional Insureds under the General Liability, Automobile Liability and Umbrella/Excess policies is Primary and Non-contributory with any other insurance available to the Additional Insureds.

Waiver of Subrogation is afforded to Village of Somers and Baxter & Woodman, Inc., its officers, directors and employees under the General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Policies when required by written agreement, executed prior to the loss and where permitted by law.

Where coverage applies in the underlying, the Umbrella Liability policy follows form of the General Liability, Automobile Liability, and Employers Liability policies.

Installation Floater provided per contract requirements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation: 30

NONRENEWAL: Number of Days Notice of Nonrenewal:

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

- A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice: 30

WHEN WE DO NOT RENEW (Nonrenewal): Number of Days Notice: _____

PERSON OR ORGANIZATION:

Any person or organization to whom you have agreed in a written contract that notice of cancellation or nonrenewal of this policy will be given, but only if:

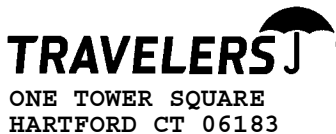
1. You see to it that we receive a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

ADDRESS:

The address for that person or organization included in such written request from you to us.

PROVISIONS

- A.** If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- B.** If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.



POLICY NUMBER: UB-6X192249-25-25-K

NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX – CONDITIONS :

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Table with 2 columns: Name and Address of Designated Persons or Organizations; Number of Days Notice. Content includes conditions for cancellation notice and a 30-day notice period.

ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured Policy No. Endorsement No. Premium \$

Insurance Company Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> | <p>C. Incidental Medical Malpractice</p> <p>D. Blanket Waiver Of Subrogation</p> <p>E. Contractual Liability – Railroads</p> <p>F. Damage To Premises Rented To You</p> |
|--|---|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a.** An organization other than a partnership, joint venture or limited liability company; or
- b.** A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a.** Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b.** Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II – Who Is An Insured**.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following is added to Paragraph 11., **OUR RIGHT TO RECOVER FROM OTHERS.**, of **SECTION IV – CONDITIONS.**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an "offense" that is committed;
subsequent to the execution of the contract or agreement.



ONE TOWER SQUARE
HARTFORD, CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 01

POLICY NUMBER: UB-6X192249-25-25-K

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

DATE OF ISSUE:

ST ASSIGN: 103/224



ONE TOWER SQUARE
HARTFORD, CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 01

POLICY NUMBER: UB-6X191345-25-25-R
Policy Term: 03/01/2025 - 03/01/2026

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

DATE OF ISSUE:

ST ASSIGN: 104/224

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1) or (2) below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) CG 20 10 04 13 or CG 20 37 04 13; or
- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(2) If Paragraph (1) above does not apply:

- (a) The person or organization is an additional insured only if, and to the extent

that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

- (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

- b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the

COMMERCIAL GENERAL LIABILITY

"products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

Conforms with the American Institute of
Architects, AIA Document G707

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

Bond No 30216540

PROJECT:
(name, address) 2024 Roadway Improvements

TO (Owner)

VILLAGE OF SOMERS
7511 12th Street
Somers WI 53171

ARCHITECT'S PROJECT NO:
CONTRACT FOR:
2024 Roadway Improvements
CONTRACT DATE: 6/26/2024

CONTRACTOR: PAYNE & DOLAN, INC.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

WESTERN SURETY COMPANY
151 N. Franklin Street
Chicago IL 60606

, SURETY COMPANY

on bond of (here insert name and address of Contractor)

PAYNE & DOLAN, INC.
1700 120th Avenue
Kenosha WI 53144

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve
the Surety Company of any of its obligations to (here insert name and address of Owner)

VILLAGE OF SOMERS
7511 12th Street
Somers WI 53171

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS, WHEREOF,
the Surety Company has hereunto set its hand this 20th day of March, 2025

WESTERN SURETY COMPANY

Surety Company

~~Witness~~
(Seal):

Signature of Authorized Representative

Trudy A. Szalewski
Title

Attorney-in-Fact

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS,
Current Edition

ONE PAGE

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kelly Cody, Roxanne Jensen, Marc Sacia, Individually of Green Bay, Wisconsin
Trudy A. Szalewski, Brian Krause, Individually of Milwaukee, Wisconsin**

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of May, 2023.



WESTERN SURETY COMPANY

Larry Kasten

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of May, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of March 2025



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-4-2023

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

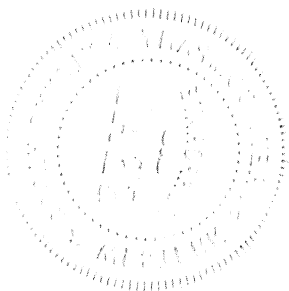
This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”





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

MEETING DATE: April 8th, 2025

TO: Village President Stoner and Village Trustees

PREPARED BY: Wendy Burnette-Clerk/Treasurer

AGENDA ITEM: #10 Action on Operator's Licenses: J. Santiago Mora

BACKGROUND:

J. Santiago Mora has applied for operator's licenses for the Village of Somers.

No discrepancy was found.

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 J. Santiago Mora"

ATTACHMENTS:

None