

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

**Village Work Session Meeting  
Agenda  
Tuesday, July 1, 2025  
5:30 p.m.**

<b>Village Board Work Session Meeting:</b>	
<b>Item #</b>	
1	Call to Order
2	Administrator's Report
3	Engineer's Report
3	President & Trustee Reports
4	Review 2025 1st Quarter Financials
5	Review and Discuss sewer televising quotes
6	Discuss a proposed change of Village Ordinance 17.32(B)
7	Review and discuss applications for "Class B" (Picnic) Beer License from Hyslop Foundation DBA Hawthorn Hollow Nature Sanctuary & Arboretum, located at 880 Green Bay Road for the Pike River Benefit Concert Series #3 on August 8, 2025, and their Walk in the Woods Art Fair on September 6, 2025, and a request to waive fees.
8	Review and Discuss soil boring proposals
9	Review and Discuss posting a sign at the entrances of the Walmart store informing shoppers of the Village of Somers Shoplifting Ordinance.
10	Closed Session Motion to convene into closed session per Wisconsin State Statute §19.85(1)(c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercise responsibility, specifically Somers Fire & Rescue Department. (Roll call required)
11	Review tentative agenda for Village Board meeting on July 8, 2025
12	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the July 1, 2025, Village Work Session & Agenda in 1 public place & on the Village website.

Dated this 27<sup>th</sup> day of June 2025

Wendy Burnette, Clerk-Treasurer

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

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

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**WORK SESSION:** July 1, 2025

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

**FROM:** Kevin Poirier, Assistant Administrator

**AGENDA ITEM:** #2 Administrator's Report

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

Development

- On June 5, the Village of Somers and Town of Paris met with developers who are considering a project in the Paris expansion area. The cost of bringing utilities to the site is considerable and being discussed.
- On June 5, the Village of Somers met with representatives of a local business considering one of the buildings in the Flint Business Park.
- On June 17, Administration met with representative of Golden Oil and the Hotel to discuss the next steps. The Development Agreement is ready to sign. The Hotel Developer, who has been out of the country came to the Village Hall to have a few questions answered.
- On June 25, Shoreland Lutheran High School held a groundbreaking ceremony for its Regenerative Stormwater Conveyance system. President Stoner attended the event. It is the largest such system in the country, he said.

Administration

- On June 5, the Administration met with municipalities interested in hiring a lobbyist to help push HR 3095 through the 119<sup>th</sup> Congress. There are now 74 municipalities on the Bill. A Request for Proposal will go out in the next few weeks to find a Lobbyist. Preliminary cost estimates came in around \$20,000. The higher cost is due to the substantially longer time from that the lobbyist would be expected to work on the project. When the Village Smith Free to Lobby on its behalf, they only had a few months before the 118th Congress adjourned.

- Due to the Administrator leaving, staff has had to reshuffle responsibilities. Unfortunately, the summer Somers Newsletter will not publish. We hope that the next one due out in October will be unveiled at the same time as the new website.
- On July 21, Jesse Greiner finished his Eagle Scout project: A new kiosk for agendas and a new bench in the park.



- On July 24, the Village Board interviewed the final candidates for the position of Village/Town Administrator. An offer was presented to Jim Hurley. He accepted. The offer is contingent on Board approval. If the Board approves his contract, he could start Aug. 18.
- Last election, Somers Village Clerk Angela Lasecki saw a contest in the City of Kenosha where elementary students designed voting stickers. She liked the idea and wanted to implement it here in Somers. Students at Somers Elementary will be invited to compete in a sticker contest fall of 2025. Two winners from each grade K-5 will have their "I Voted" stickers printed and handed out during elections throughout 2026.



# FIRST INAUGURAL "I VOTED" STICKER CONTEST

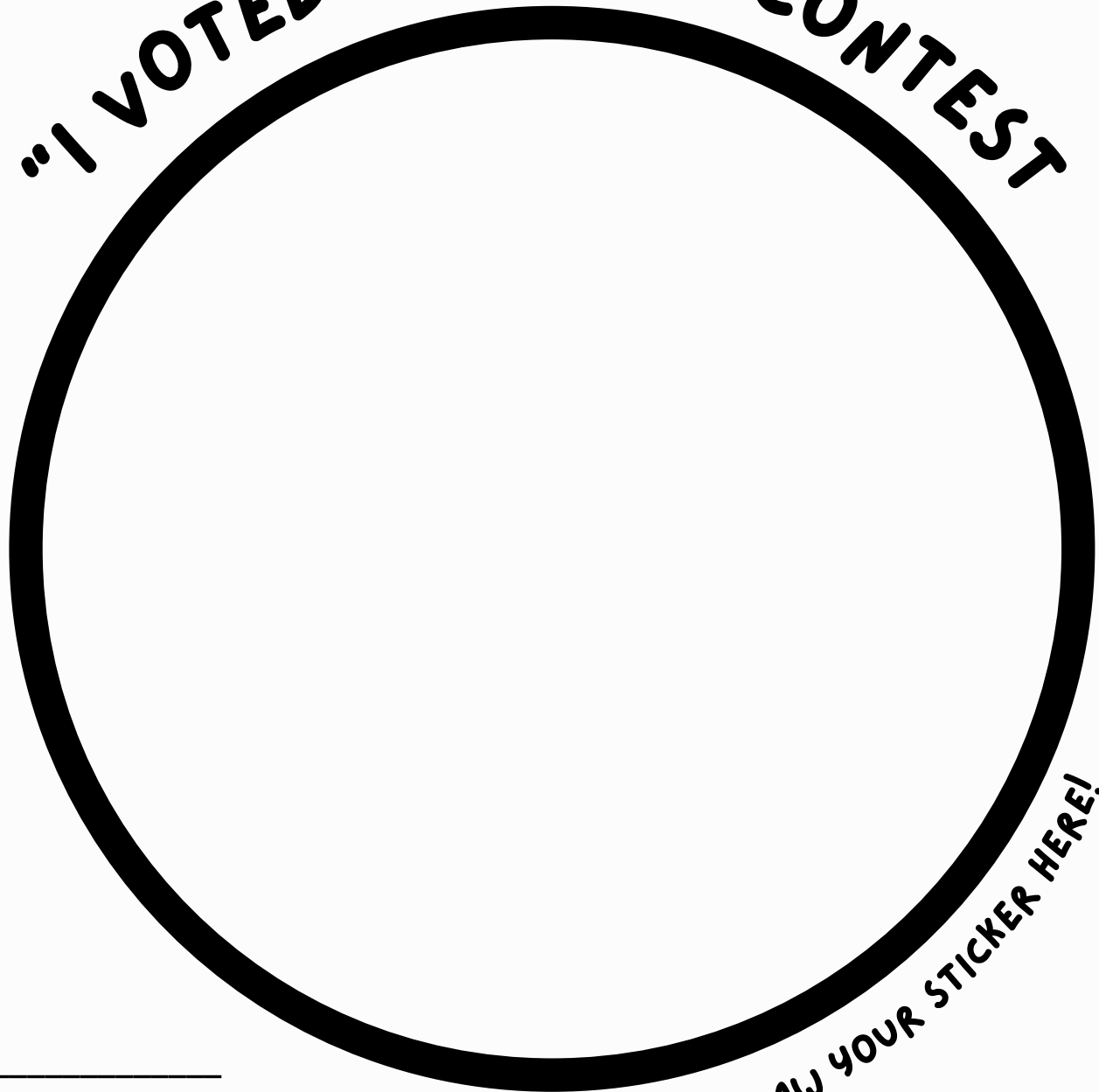
### Contest Requirements:

- student must be a resident of the Village or Town of Somers
- no political statements or party favoritism
- drawing must contain the words "I voted"
- contest entries must be submitted by January 5th, 2026

TWO winners will be chosen from each grade K-5

Winners will be recognized by the Village and Town Boards, named in our newsletter, and their stickers will be used for elections in 2026

If you have any questions, please reach out to the Village Clerk I at [alasecki@somers.org](mailto:alasecki@somers.org)



DRAW YOUR STICKER HERE!

Student's Name: \_\_\_\_\_

Student's Grade: \_\_\_\_\_

**VILLAGE OF SOMERS**  
**Engineer's Report**  
**June 26, 2025**

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

- The developer is Stream Industrial Development Services. Pinnacle is the developer's engineer.
- A public roadway is proposed to extend along the east edge of the development. There is no public bidding planned with this development.
- We are waiting for revised plans, permits, temporary grading easements, and recorded CSM from the developer.

**Golden Oil Sanitary Sewer Connection - Project No. 212153**

- The Developer is Golden Oil; the developer's design engineer is Excel Engineering. The Contractor is Globe Construction.
- The public sanitary sewer is complete and tested.
- Globe submitted pay app #2 on 6/24/25. Retainage and close-out documentation are remaining.

**Golden Oil Somers Gateway Development - Project No's. 2325743 and 2400875**

- The Design Engineer is Excel Engineering; the onsite contractors are Keller and PTS Contractors.
- This development includes a convenience store and a Candlewood Suites Hotel.
- When the grading is complete a Letter of Map Revision (LOMR) must be approved by WDNR and FEMA.
- PTS has installed the on-site public water main to the north property line of the hotel and the off-site sanitary sewer.

**Savannah at Pike Creek - Phase II - Project No. 2500497**

- Savannah at Pike Creek is an approximately 65-acre townhouse development at the northwest corner of the intersection of CTH L (18th Street) and STH 31 (Green Bay Road).
- Phase II is the 21-acre northern portion of the site. Both public and private infrastructure will be constructed as part of Phase II. The developer is the Stoneleigh Company. Developer's design and construction engineer is Kimley-Horn. Stoneleigh has indicated that The Walbec Group will be the general contractor and DK Contractors will be the underground utility contractor.
- Stoneleigh plans to complete infrastructure work before constructing buildings.
- Public utility construction is planned to begin the week of July 10, 2025.

**Flint 94 Development - Project No. 211728**

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

**VILLAGE OF SOMERS**  
**Engineer's Report**  
**June 26, 2025**

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**Water Tower Authority to Construct – Project No. 161104**

- We formally requested the Authority to Construct from the Public Service Commission of Wisconsin; the water tower is planned on 100<sup>th</sup> Avenue, north of 12<sup>th</sup> Street.
- The Village needs to decide if they plan to fund this project with impact fees.

**GIS Implementation – Project No. 2401442**

- GIS data has been migrated to the Village account and an Administrative GIS map has been set up for the Village to view.
- We are working with the Village to create an MS4 permitting and outfall reporting app.

**30<sup>th</sup> Avenue Sanitary Sewer – Project No. 2401761**

- The Developer is the Wisconsin Apartment Investment Group, and the Engineer is Nielsen, Madsen & Barber.
- Parkside supposedly wants Orchard Court Apartments off their system.
- Nielsen, Madsen & Barber indicated that construction may not occur until the fall of 2025 or spring 2026.
- We will complete bidding documents when a developer's agreement is signed.

**Maplecrest Home Path Financial – Project No. 2500325**

- The Developer is Home Path Financial, and the Engineer is Manhard.
- We had a kick-off meeting with the developer and engineer.
- The project was discussed at the May Plan Commission.

**2025 Roadway Improvements – Project No. 2500381**

- The project includes pulverizing and repaving Petrifying Springs Estates and 96<sup>th</sup> Avenue at CTH S.
- Payne & Dolan won the bid and plans to do the work in late summer.
- There will be a public information meeting prior to construction.

**Shoreland Lutheran High School – Project No. 221315**

- The design engineer is Excel Engineering.
- We submitted an approval recommendation dated April 16, 2025.
- The Village decided to extend a water main from 100<sup>th</sup> Avenue to the School.
- Shoreland and the Village need to sign a developer's agreement.

**Willow Creek – Project No. 2401633**

- Bear Development LLC is the developer; the design engineer is Pinnacle Engineering. The project is located south of 12<sup>th</sup> Street on the east side of Pike Creek.
- We submitted review comments on 4/28/25.

**Roers Development – Project No. 2500577**

- The developer is Roers Companies, the design engineer is JSD Engineering. The project is located on the north side of 12<sup>th</sup> Street west of Fire Station 2 across the RR tracks.
- We are working with the developer on conceptual utility plans.

**VILLAGE OF SOMERS**  
**Engineer's Report**  
**June 26, 2025**

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**Water System Needs Assessment – Impact Fee – Project No. 2500046**

- This will enable the Village to recover the cost of the future water tower with less of an impact on water rates.
- Our proposal is waiting for Village action.

**12<sup>th</sup> Street Water Main – Project No. 2500618**

- We are currently preparing a feasibility study to extend water main between the Post Office and 100<sup>th</sup> Avenue; a portion of the route is within the pavement.
- A pump and valve in the Village building will allow the transfer of water between pressure zones.
- This should act as a second source of supply for the water system west of CTH H and the Canadian Pacific Railroad enabling TID 3 and TID 6 to share the cost.

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

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**WORK SESSION:** July 1st, 2025.

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

**FROM:** Tanya Ealy, Accounting Manager/Deputy Clerk-Treasurer

**AGENDA ITEM:** #4 Review 2025 1st Quarter Financials

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**COMMENTS:**

Below is a summary of the spreadsheets that have been provided. Each spread sheet is being provided because we found it helps when the rating agencies review our processes.

4a Dashboard

a. This summarizes the health of the General fund:

- The 2025 unaudited general fund balance projection is \$5 million. Our fund balance policy is set at a 17% minimum requirement level of \$1.2 million, 30% targeted amount of \$2.15 million and at 32% with reserves of \$2.29 million. As of March 2025, we have \$2.77 million in excess reserves at the 32% targeted amount with a 2% reserve fund balance.
- Debt Statutory Limit is 5% of the Equalized value TID IN. The Village of Somers debt limit policy is 65% of the statutory limit. In 2024 based on our balance, we have \$30 million in GO debt capacity. We have the Equalized value TID IN for 2024 in the amount of \$1.5 billion. The 2025 numbers will be available in August.
- We have spent \$862K of the Village's ARPA funds. The remaining amount of \$13K is being used on the water meter AMR replacement program. We spent all the Town's ARPA funds.

- We have paid \$3.12 million of the Tawani’s loan through special assessments and taxes. The remaining amount to pay is 11.1 million.

4b 2025 General fund balance projection spread sheet:

- b. This shows the unaudited balance of \$5 million as of March 31<sup>st</sup>, 2025. The Village is projected to have a decrease of \$863K by year end. This is due to 971K remaining to spend on our CIP items, 13K remaining to spend on our ARPA items, and we will have an increase of \$121K due to taxes and special assessments.

**The top projected variances are:**

- Taxes are projected to be over \$34K from the original budget. This is due to the mobile home reclassification, and Walmart & KUSD chargebacks.
- Miscellaneous revenues and special assessments are projected to be over \$87K from the budgeted amount. This is due to the gains in investments and developer fees from Spaay and Keller.

4c 2025 Unaudited General fund balance variance by appropriation:

- c. This shows the projected 2025 unaudited General fund balance variance by appropriation with the overall projected variance of \$121K by year-end.

4d General fund with notes:

- d. General fund revenue and expenditure with notes (unaudited), show the budget to actual for the 1st quarter. The notes highlight some of the major reasons for the variances.

4e Investment by Bank:

- e. This shows the bank balances as of 3/31/25 with a balance of \$12.6 million in Tri City, \$8.6 million in LGIP Village, \$606K in LGIP Town, \$1.08 million in Pershing investments, 4.7 million in Schwab, and 3.87 million in State Bank, our newest investment account.

The interest rates as of 3/31/25 are 4.375% for Tri-City, 4.39% for the LGIP accounts, 3.81% for Pershing, 4.28% for Schwab, and 4.49% for State Bank.

The YTD total interest is \$328K. The total amount going to the General Fund is \$134K.

The average YTD balance for Tri-City is \$12.8 Million, Pershing (borrowed funds) is \$1.09 million, LGIP Village is \$8.5 million, LGIP Town is \$602K, Schwab is \$4.7 million, and State Bank is 3.8 million.

Our YTD fees from Ehlers total \$687.

4f TID executive summary:

f. This shows the current year's revenue and expenses as of 3/31/25, as well as from date of creation to March 2025. Please note that the outstanding debt balance does not include any future borrowings. The TID annual report was submitted to the state on 5/16/25.

4g Enterprise funds report:

g. This shows the total revenues and expenditures as 3/31/25 for the Water fund, KR fund, UD#1 fund, and Stormwater fund.

4h All funds report:

h. This shows the total revenue and expenditure for each fund as 3/31/25.

#### ATTACHMENTS:

4a Dashboard – 2025 first quarter

4b General fund balance projection – 2025 first quarter

4c 2025 General fund balance budgeted variance by appropriation unaudited

4d General fund with notes – 2025 first quarter

4e Investment by bank – 2025 first quarter

4f TID Executive Summary – 2025 first quarter

4g Enterprise funds report – 2025 first quarter

4h All funds report – 2025 first quarter

**Please note detailed revenue and expenditure reports for all funds are available at request.**

# AND EXPENDITURE REPORT FOR SOMERS VILLAGE AND TO

## 2025 FUND BALANCE (UNAUDITED)

	<u>Required amount at different levels</u>	<u>2025 fund balance projection (unaudited)</u>	<u>Excess reserves (unaudited)</u>
17% minimum fund balance requirement	1,219,016	5,065,143	3,846,127
30% targeted amount of fund balance	2,151,206	5,065,143	2,913,937
32% targeted amount with 2% reserve fund balance	2,294,619	5,065,143	2,770,524

## DEBT LIMIT

<u>Year</u>	<u>Equalized value TID IN</u>	<u>5% statutory limit</u>	<u>Village of Somers Debt</u>	<u>Existing Principal</u>	<u>Excess Debt</u>
			<u>policy - 65% of the statutory limit</u>	<u>outstanding</u>	<u>capacity</u>
2018	834,543,000	41,727,150	27,122,648	23,614,445	3,508,203
2019	896,046,600	44,802,330	29,121,515	21,372,392	7,749,123
2020	940,358,100	47,017,905	30,561,638	23,077,680	7,483,958
2021	937,020,000	46,851,000	30,453,150	21,980,646	8,472,504
2022	1,155,365,200	57,768,260	37,549,369	20,400,000	17,149,369
2023	1,311,111,600	65,555,580	42,611,127	28,900,000	13,711,127
2024	1,583,579,000	79,178,950	51,466,318	21,100,000	30,366,318

## ARPA funding:

	<u>First Half of the payment – Received on 6/25/2021</u>	<u>Second Half of the payment – Received June 2022</u>	<u>Total</u>	<u>Activity</u>	<u>Remaining</u>
Town’s portion of ARPA funding	\$59,504.07	\$59,504.07	\$119,008.15	\$119,008.15	\$0.00
Village’s portion of ARPA funding	\$438,090.24	\$438,090.24	\$876,180.47	\$862,774.00	\$13,406.47
Total Town & Village ARPA funding	\$497,594.31	\$497,594.31	\$995,188.62	\$981,782.15	\$13,406.47

## Tawani Loan

	<u>14,324,456.54</u>	<u>Special Assessment</u>	<u>Real Estate Tax</u>	<u>Total</u>	<u>Remaining</u>
Water 2023-2024		\$555,836.35	\$569,700.00	\$1,125,536.35	
Sewer 2023-2024		\$777,858.88	\$1,224,878.78	\$2,002,737.66	
Total		\$1,333,695.23	\$1,794,578.78	\$3,128,274.01	\$ 11,196,182.53

**REVENUE AND EXPENDITURE REPORT FOR SOMERS VILLAGE AND TOWN**

**General fund balance analysis for 2025 Financial year - 1st quarter**

**(Unaudited)**

<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>MOST LIKELY AMOUNT</u>	<u>POTENTIAL AMOUNT</u>
<b>2025 1st quarter beginning Projected General fund unaudited &amp; unassigned balance</b>		5,928,971.42	5,928,971.42
<b>Items causing increase to the General Fund - unaudited</b>			
Taxes	101-41000 34,193.33		
Miscellaneous revenues/Special Assessment	101-48000 87,931.56		
		122,124.89	122,124.89
General Government	Various (676.62)		
Public Works	101-53100 (134.99)		
		(811.61)	(811.61)
<b>2025 Net Revenue &amp; Expenditures - projected and unaudited</b>			
		<b>121,313.28</b>	<b>121,313.28</b>
		<b>6,050,284.70</b>	<b>6,050,284.70</b>
<b>GF CIP cash to spend</b>		<b>(971,735)</b>	<b>(971,735)</b>
<b>ARPA</b>		<b>(13,406)</b>	<b>(13,406)</b>
<b>CIP Borrowed Funds</b>		<b>0</b>	<b>0</b>
<b>2025 Ending Projected General fund unassigned fund balance (unaudited)</b>		<b>5,065,143</b>	<b>5,065,143</b>
<b>2025 General fund balance percentage - Projected and Unaudited</b>		<b>75%</b>	<b>75%</b>

Water Meter AMR Replacement program  
We have \$1,092,655.81 in the Pershing investment account that will cover the remaining CIP. We will have \$75,373 that is unassigned to projects at year end.

**REVENUE AND EXPENDITURE REPORT FOR SOMERS VILLAGE AND TOWN**

<u>General fund categories</u>	<u>Department name</u>	<u>2025 Original Budgeted</u>	<u>2025 Amended Budgeted</u>	<u>2025 Projected General Fund year-end balance</u>	Over/(Under) Amended Budget
<b>REVENUE</b>					
41000	TAXES	4,174,777.00	4,174,777.00	4,208,970.33	34,193.33
43000	INTERGOVERNMENTAL	1,183,867.00	1,183,867.00	1,183,867.00	0.00
44000	LICENSES & PERMITS	377,501.00	377,501.00	377,501.00	0.00
45000	FINES & FORFEITURES	175,025.00	175,025.00	175,025.00	0.00
46000	PUBLIC CHARGES FOR SERVICES	720,915.00	720,915.00	720,915.00	0.00
47000	INTERGOVERNMENTAL CHARGES FOR SERVICES	0.00	0.00	0.00	0.00
42000 & 48000	MISCELLANEOUS REVENUES + SPECIAL ASSESSMENTS	138,600.00	138,600.00	226,531.56	87,931.56
48000 Int. only	INVESTMENT INCOME	400,000.00	400,000.00	400,000.00	0.00
49000	CONTINUING APPROPRIATIONS	0.00	0.00	0.00	0.00
	Total revenues	<b>7,170,685.00</b>	<b>7,170,685.00</b>	<b>7,292,809.89</b>	<b>122,124.89</b>
<b>EXPENSES</b>					
Various	General Government	1,592,502.00	1,592,502.00	1,593,178.62	676.62
Various	Public Safety	4,222,843.00	4,222,843.00	4,222,843.00	0.00
53100	Public Works	620,818.00	620,818.00	620,952.99	134.99
53620	Solid Waste	647,722.00	647,722.00	647,722.00	0.00
55200 & 55300	Leisure/Recreation	18,844.00	18,844.00	18,844.00	0.00
56910	Planning and Development	67,956.00	67,956.00	67,956.00	0.00
59100	Transfer to other Funds	0.00	0.00	0.00	0.00
	Total expenses	<b>7,170,685.00</b>	<b>7,170,685.00</b>	<b>7,171,496.61</b>	<b>811.61</b>
	<b>Net revenue (expenses)</b>			<b>121,313.28</b>	

REVENUE AND EXPENDITURE REPORT FOR SOMERS VILLAGE AND TOWN  
PERIOD ENDING 03/31/2025

GL NUMBER	DESCRIPTION	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BODT
		AMENDED BUDGET	03/31/2025	MONTH 03/31/2025	BALANCE	
			ORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
<b>Fund 101 - GENERAL FUND</b>						
<b>Revenues</b>						
Dept 41000 - TAXES						
101-41000-4111	VILLAGE PROPERTY TAXES	3,854,330.00	3,854,331.47	0.00	(1,47)	100.00
101-41000-4112	TOWN PROPERTY TAXES	302,047.00	302,046.78	0.00	0.22	100.00
101-41000-4140	MOBILE HOME TAXES	12,200.00	40,390.01	11,313.07	(28,190.01)	331.07 Mobile Home reclassification
101-41000-4150	PRIVATE AND MANAGED FOREST, WOODLA	200.00	0.00	0.00	200.00	0.00
101-41000-4120	TAXES FROM OTHER TAX EXEMPT ENTITIES	5,000.00	2,165.02	0.00	2,834.98	43.30
101-41000-41800	INTEREST AND PENALTY ON TAXES	0.00	0.00	0.00	0.00	0.00
101-41000-41910	OMITTED TAXES	0.00	6,001.85	0.00	(6,001.85)	100.00 Walmart and KUSD taxes chargeback
101-41000-41920	AG-USE PENALTY	1,000.00	0.00	0.00	1,000.00	0.00
101-41000-41930	BOUNDARY AGREEMENT	0.00	0.00	0.00	0.00	0.00
Total Dept 41000 - TAXES		4,174,777.00	4,204,955.13	11,313.07	(30,158.13)	100.72 1.8-25 check for 17,000 came in for Dec. 2024
Dept 42000 - SPECIAL ASSESSMENTS						
101-42000-42110	STREET IMPROVEMENT ASSESSMENTS	0.00	0.00	0.00	0.00	0.00
101-42000-42180	VOLUNTARY DONATION	77,000.00	40,645.60	40,645.60	36,354.40	52.79 Resa Construction
101-42000-42190	OTHER SPECIAL ASSESSMENTS	0.00	0.00	0.00	0.00	0.00
Total Dept 42000 - SPECIAL ASSESSMENTS		77,000.00	40,645.60	40,645.60	36,354.40	52.79
Dept 43000 - INTERGOVERNMENTAL						
101-43000-43212	FEMA GRANT	0.00	0.00	0.00	0.00	0.00
101-43000-43219	SAFER GRANT	0.00	0.00	0.00	0.00	0.00
101-43000-43300	OTHER FEDERAL PAYMENTS	0.00	0.00	0.00	0.00	0.00
101-43000-43410	STATE SHARED REVENUE	453,828.00	0.00	0.00	453,828.00	0.00
101-43000-43411	PERSONAL PROPERTY AID	40,942.00	0.00	0.00	40,942.00	0.00
101-43000-43420	FIRE INSURANCE DUES	70,000.00	0.00	0.00	70,000.00	0.00
101-43000-43431	EXEMPT COMPUTER AID	3,797.00	0.00	0.00	3,797.00	0.00
101-43000-43432	EXPENDITURE RESTRAINT AID	0.00	0.00	0.00	0.00	0.00
101-43000-43433	VIDEO SERVICE PROVIDER AID	24,485.00	0.00	0.00	24,485.00	0.00
101-43000-43529	AMBULANCE FUNDING	7,500.00	40,420.58	40,420.58	(32,920.58)	538.94 All information is not as of 5/19/25
101-43000-43531	TRANSPORTATION AID	215,209.00	53,885.07	0.00	161,323.93	24.95
101-43000-43532	DISASTER DAMAGE AIDS	0.00	0.00	0.00	0.00	0.00
101-43000-43534	LRF FUNDING	0.00	0.00	0.00	0.00	0.00
101-43000-43545	RECYCLING GRANT	29,855.00	0.00	0.00	29,855.00	0.00
101-43000-43690	OTHER STATE PAYMENTS	0.00	0.00	0.00	0.00	0.00
101-43000-43691	PAYMENT FOR MUNICIPAL SERVICES	228,671.00	228,652.40	0.00	18.60	99.99
101-43000-43692	ENVIRONMENTAL IMPROVEMENT FUND	108,180.00	0.00	0.00	108,180.00	0.00
101-43000-43693	DNR GRANT - PW	0.00	0.00	0.00	0.00	0.00
101-43000-43694	DNR GRANT - PS	1,400.00	996.00	996.00	404.00	71.14
101-43000-43791	OTHER LOCAL GOVERNMENT GRANTS - PS	0.00	0.00	0.00	0.00	0.00
Total Dept 43000 - INTERGOVERNMENTAL		1,183,967.00	323,754.05	41,416.58	860,112.95	27.35
Dept 44000 - LICENSES & PERMITS						
101-44000-44110	CLASS A LIQUOR LICENSES	5,400.00	0.00	0.00	5,400.00	0.00
101-44000-44111	CLASS B LIQUOR LICENSES	7,701.00	(253.00)	172.00	7,954.00	(3.29) Background checks
101-44000-44112	OPERATORS LICENSES	6,000.00	2,125.00	360.00	3,875.00	35.42
101-44000-44113	BUSINESS AND OCCUPATIONAL LICENSES	3,200.00	75.00	75.00	3,125.00	2.34
101-44000-44116	CIGARETTE LICENSES	1,200.00	0.00	0.00	1,200.00	0.00
101-44000-44121	CABLE FRANCHISE FEES	95,000.00	24,116.75	0.00	70,883.25	25.36
101-44000-44122	MOBILE HOME PARK LICENSES	700.00	0.00	0.00	700.00	0.00
101-44000-44130	DOG PARK LICENSES	300.00	1,082.00	285.00	(782.00)	360.67 This account is not over. The Dog Licenses were put in this account in error. I have corrected this in the second quarter.
101-44000-44131	DOG LICENSES	3,000.00	0.00	0.00	3,000.00	0.00 The balance of the Dog Licenses is \$1863.14 as on June
101-44000-44135	KENNEL LICENSES	0.00	0.00	0.00	0.00	0.00
101-44000-44300	BUILDING PERMITS	250,000.00	17,742.66	9,021.10	232,257.34	7.10
101-44000-44900	OTHER LICENSES AND PERMITS	5,000.00	1,625.00	750.00	3,375.00	32.50
Total Dept 44000 - LICENSES & PERMITS		377,501.00	46,511.41	10,663.10	330,989.59	12.32
Dept 45000 - FINES AND FORFEITURES						
101-45000-45100	COURT PENALTIES	175,000.00	67,470.01	24,968.70	107,529.99	38.55
101-45000-45102	ORDINANCE VIOLATION PENALTIES	0.00	0.00	0.00	0.00	0.00
101-45000-45105	DOG PENALTIES	25.00	0.00	0.00	25.00	0.00
101-45000-45210	OTHER COURT PENALTIES	0.00	0.00	0.00	0.00	0.00
Total Dept 45000 - FINES AND FORFEITURES		175,025.00	67,470.01	24,968.70	107,554.99	38.55
Dept 46000 - PUBLIC CHARGES FOR SERVICES						
101-46000-46100	LICENSE PUBLICATION FEES	1,010.00	40.00	40.00	970.00	3.96
101-46000-46103	PREQUALIFICATION BID FEES	1,125.00	975.00	0.00	1,150.00	86.67
101-46000-46105	CHARGES FOR SERVICES	4,500.00	0.00	0.00	4,500.00	0.00
101-46000-46106	COURT SERVICE FEES	0.00	0.00	0.00	0.00	0.00
101-46000-46220	FIRE AND RESCUE SERVICE FEES	950,000.00	3,655.00	2,155.00	946,345.00	0.38
101-46000-46221	FIRE INSPECTION FEES	32,500.00	5,135.00	0.00	27,365.00	15.80
101-46000-46222	BURN PERMITS	4,725.00	18,800.00	900.00	2,925.00	38.10
101-46000-46290	FIRE AND RESCUE ALLOWANCE	(325,000.00)	0.00	0.00	(325,000.00)	0.00
101-46000-46310	PUBLIC WORKS SERVICE FEES	3,500.00	0.00	0.00	3,500.00	0.00
101-46000-46431	LANDFILL PERMITS	150.00	0.00	0.00	150.00	0.00
101-46000-46440	WEED CUTTING FEES	5,000.00	0.00	0.00	5,000.00	0.00
101-46000-46445	POND MAINTENANCE FEES	6,330.00	0.00	0.00	6,330.00	0.00
101-46000-46590	OTHER HEALTH SERVICES	0.00	0.00	0.00	0.00	0.00
101-46000-46742	AUDITORIUM RENTAL	375.00	0.00	0.00	375.00	0.00
101-46000-46743	FIELD RENTAL	2,700.00	0.00	0.00	2,700.00	0.00
101-46000-46750	RECREATION FEES - BASKETBALL	0.00	0.00	0.00	0.00	0.00
101-46000-46751	RECREATION FEES - SOCCER	0.00	0.00	0.00	0.00	0.00
101-46000-46752	RECREATION FEES - SOFTBALL	0.00	0.00	0.00	0.00	0.00
101-46000-46753	RECREATION FEES - GOLF	0.00	0.00	0.00	0.00	0.00
101-46000-46754	RECREATION FEES - FLAG FOOTBALL	0.00	0.00	0.00	0.00	0.00
101-46000-46765	CONCESSION RENTAL	0.00	0.00	0.00	0.00	0.00
101-46000-46851	DEVELOPER FILING FEES	4,000.00	600.00	0.00	3,400.00	15.00
101-46000-46852	DEVELOPER FEES	30,000.00	(6,310.00)	0.00	36,310.00	(21.03) \$6,310 will be reclassified to expense
101-46000-46853	PLAN COMMISSION FEES	0.00	0.00	0.00	0.00	0.00
Total Dept 46000 - PUBLIC CHARGES FOR SERVICES		720,915.00	5,895.00	3,095.00	715,020.00	0.82
Dept 47000 - INTERGOVERNMENTAL CHARGES FOR SERVICES						
101-47000-47222	STATE HIGHWAY FIRES	0.00	0.00	0.00	0.00	0.00
Total Dept 47000 - INTERGOVERNMENTAL CHARGES FOR SERVICES		0.00	0.00	0.00	0.00	0.00
Dept 48000 - MISCELLANEOUS REVENUES						
101-48000-48110	INTEREST INCOME	400,000.00	134,489.53	33,563.92	265,510.47	33.62
101-48000-48111	UNREALIZED GAIN/LOSS IN INVESTMENTS	0.00	5,933.56	1,900.38	(5,933.56)	100.00 Gain on investment
101-48000-48115	PENALTIES AND INTEREST INCOME	6,000.00	793.10	333.89	5,206.11	13.21
101-48000-48120	INTERFUND LOAN INTEREST INCOME	0.00	0.00	0.00	0.00	0.00
101-48000-48130	SPECIAL ASSESSMENT INCOME	0.00	0.00	0.00	0.00	0.00
101-48000-48200	RENTAL INCOME	27,600.00	0.00	0.00	27,600.00	0.00
101-48000-48303	SALE OF HIGHWAY PROPERTY	0.00	0.00	0.00	0.00	0.00
101-48000-48306	SELL OF VILLAGE PROPERTY	10,000.00	1,500.00	0.00	8,500.00	15.00
101-48000-48307	SALE OF RECYCLABLES	2,000.00	540.06	540.06	1,459.94	27.00
101-48000-48500	DONATIONS - OTHER	3,000.00	1,000.00	0.00	2,000.00	33.33
101-48000-48510	DONATIONS - PARADE	10,000.00	0.00	0.00	10,000.00	0.00
101-48000-48520	DONATIONS - RECREATION	0.00	0.00	0.00	0.00	0.00
101-48000-48900	MISCELLANEOUS REVENUE	3,000.00	537.00	537.00	2,463.00	17.90
Total Dept 48000 - MISCELLANEOUS REVENUES		461,600.00	144,795.25	36,877.25	316,804.75	31.37
Dept 49000 - FINANCING SOURCES						
101-49000-49200	TRANSFER FROM OTHER FUNDS	0.00	0.00	0.00	0.00	0.00
101-49000-49900	CONTINUING APPROPRIATIONS	0.00	0.00	0.00	0.00	0.00
Total Dept 49000 - FINANCING SOURCES		0.00	0.00	0.00	0.00	0.00
<b>TOTAL REVENUES</b>		<b>7,170,885.00</b>	<b>4,834,006.45</b>	<b>168,979.30</b>	<b>2,336,678.55</b>	<b>67.41</b>
<b>Expenditures</b>						
Dept 51110 - VILLAGE BOARD						
101-51110-50101	SALARIES	48,000.00	9,783.80	3,692.00	38,216.20	20.38
101-51110-50201	FICA	3,672.00	748.47	282.47	2,929.53	20.38
101-51110-50202	RETIREMENT	0.00	0.00	0.00	0.00	0.00
101-51110-50204	DENTAL INSURANCE	0.00	0.00	0.00	0.00	0.00
101-51110-50301	OFFICE SUPPLIES	30.00	0.00	0.00	30.00	0.00
101-51110-50404	LEGAL	0.00	0.00	0.00	0.00	0.00
101-51110-50701	CONFERENCES & TRAINING	500.00	334.00	110.00	166.00	66.80
101-51110-50702	TRAVEL	2,400.00	600.00	200.00	1,800.00	25.00
Total Dept 51110 - VILLAGE BOARD		54,602.00	11,466.27	4,284.47	43,135.73	21.00
Dept 51120 - TOWN BOARD						
101-51120-50101	SALARIES	24,000.00	4,891.90	1,846.00	19,108.10	20.38
101-51120-50201	FICA	1,836.00	374.24	141.23	1,461.76	20.38
101-51120-50202	RETIREMENT	0.00	0.00	0.00	0.00	0.00
101-51120-50206	POST RETIREMENT BENEFITS	0.00	0.00	0.00	0.00	0.00
101-51120-50404	LEGAL	0.00	0.00	0.00	0.00	0.00
101-51120-50405	COMPUTER AND WEBSITE	0.00	0.00	0.00	0.00	0.00
101-51120-50604	TELEPHONE	0.00	0.00	0.00	0.00	0.00
101-51120-50801	NEWSLETTER	0.00	0.00	0.00	0.00	0.00
Total Dept 51120 - TOWN BOARD		25,836.00				

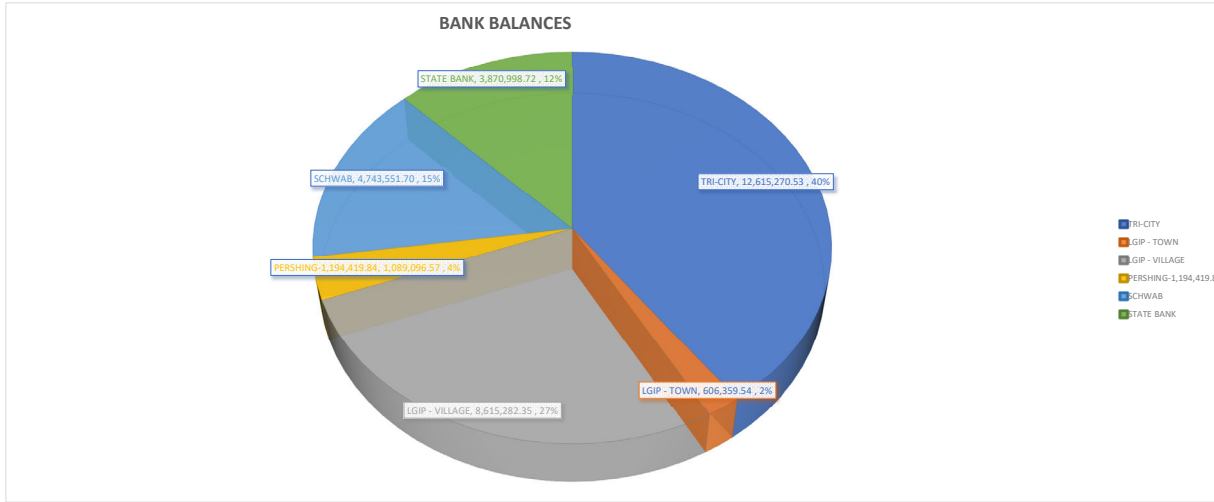
GL NUMBER	DESCRIPTION	YTD BALANCE		ACTIVITY FOR		AVAILABLE BALANCE	% BODGT USED
		2025 AMENDED BUDGET	ORMAL (ABNORMAL)	MONTH 03/31/2025	MONTH 03/31/2025		
<b>Dept 51210 - MUNICIPAL COURT</b>							
101-51210-50101	SALARIES	69,082.00	14,022.03	5,314.02	55,059.97	20.30	
101-51210-50102	WAGES	0.00	0.00	0.00	0.00	0.00	
101-51210-50201	FICA	5,385.00	1,069.31	4,065.24	4,215.69	20.23	
101-51210-50202	RETIREMENT	3,625.00	736.27	278.84	2,888.73	20.31	
101-51210-50203	HEALTH INSURANCE	10,992.00	2,747.88	915.96	8,244.12	25.00	
101-51210-50204	DENTAL INSURANCE	556.00	138.90	46.30	417.10	24.98	
101-51210-50205	LIFE INSURANCE	158.00	31.02	10.34	147.66	19.63	
101-51210-50301	OFFICE SUPPLIES	630.00	351.12	0.00	278.88	55.73	
101-51210-50303	POSTAGE	0.00	0.00	0.00	0.00	0.00	
101-51210-50309	OTHER SUPPLIES AND EXPENSE	5,985.00	4,982.99	0.00	1,002.01	83.26	
101-51210-50404	LEGAL	0.00	0.00	0.00	0.00	0.00	
101-51210-50701	CONFERENCES & TRAINING	2,625.00	0.00	0.00	2,625.00	0.00	
101-51210-50702	TRAVEL	0.00	0.00	0.00	0.00	0.00	
101-51210-50806	CODE ENFORCEMENT	0.00	0.00	0.00	0.00	0.00	
101-51210-50902	EQUIPMENT CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	
Total Dept 51210 - MUNICIPAL COURT		98,938.00	24,079.52	6,970.70	74,858.48	24.34	
<b>Dept 51410 - VILLAGE/TOWN OFFICE</b>							
101-51410-50101	SALARIES	172,453.00	35,098.83	13,265.49	137,354.17	20.35	
101-51410-50102	WAGES	53,705.00	10,935.04	4,131.16	42,769.96	20.36	
101-51410-50104	OVERTIME	1,500.00	0.00	0.00	1,500.00	0.00	
101-51410-50201	FICA	17,416.00	3,500.05	1,321.84	13,915.95	20.10	
101-51410-50202	RETIREMENT	15,718.00	3,199.38	1,209.07	12,518.62	20.35	
101-51410-50203	HEALTH INSURANCE	55,763.00	13,636.06	4,502.36	42,126.94	24.45	
101-51410-50204	DENTAL INSURANCE	3,731.00	917.21	303.55	2,813.79	24.58	
101-51410-50205	LIFE INSURANCE	538.00	102.15	33.92	404.93	18.99	
101-51410-50206	POST RETIREMENT BENEFITS	2,581.00	640.29	213.43	1,940.71	24.81	
101-51410-50207	UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	
101-51410-50301	OFFICE SUPPLIES	8,000.00	895.09	410.06	7,104.91	11.19	
101-51410-50302	COPPER	2,332.00	363.29	0.00	1,968.71	15.58	
101-51410-50303	POSTAGE	3,500.00	907.80	303.00	2,592.20	25.94	
101-51410-50309	OTHER SUPPLIES AND EXPENSE	15,000.00	3,651.38	1,603.98	11,348.62	24.34	
101-51410-50404	LEGAL	30,000.00	9,153.00	3,976.50	20,847.00	30.51	
101-51410-50405	COMPUTER AND WEBSITE	52,779.00	6,651.52	5,119.88	46,127.48	12.69	
101-51410-50503	EQUIPMENT LEASE AND RENTAL	19,100.00	18,639.96	87.05	460.04	97.59	\$6,000 from Walmart is in 101-48000-48500. \$5000 11/2024 & \$1000 in 2/2025
101-51410-50701	CONFERENCES & TRAINING	21,051.00	2,264.07	669.00	18,786.93	10.76	
101-51410-50702	TRAVEL	1,800.00	300.00	0.00	1,500.00	16.67	
101-51410-50801	NEWSLETTER	0.00	0.00	0.00	0.00	0.00	
101-51410-50805	ADMINISTRATIVE CHANGE	(117,408.00)	(29,372.45)	(9,725.65)	(88,135.65)	24.93	
101-51410-50902	EQUIPMENT CAPITAL OUTLAY	400.00	0.00	0.00	400.00	0.00	
Total Dept 51410 - VILLAGE/TOWN OFFICE		359,959.00	81,582.67	27,424.64	278,736.33	22.66	
<b>Dept 51420 - CLERK/TREASURER</b>							
101-51420-50101	SALARIES	70,200.00	11,399.93	5,299.97	58,900.07	16.24	
101-51420-50201	FICA	5,370.00	872.08	405.43	4,497.92	16.24	
101-51420-50202	RETIREMENT	4,879.00	792.27	368.34	4,086.73	16.24	
101-51420-50203	HEALTH INSURANCE	24,716.00	3,250.42	2,059.66	21,465.58	13.15	
101-51420-50204	DENTAL INSURANCE	1,408.00	177.56	117.36	1,230.44	12.61	
101-51420-50205	LIFE INSURANCE	305.00	49.21	18.80	255.79	16.13	
101-51420-50206	POST RETIREMENT BENEFITS	291.00	0.00	0.00	291.00	0.00	
101-51420-50301	OFFICE SUPPLIES	500.00	0.00	0.00	500.00	0.00	
101-51420-50309	OTHER SUPPLIES AND EXPENSE	500.00	0.00	0.00	500.00	0.00	
101-51420-50701	CONFERENCES & TRAINING	2,000.00	564.00	496.00	1,436.00	22.20	
101-51420-50702	TRAVEL	2,000.00	450.00	150.00	1,550.00	22.50	
101-51420-50902	EQUIPMENT CAPITAL OUTLAY	700.00	0.00	0.00	700.00	0.00	
Total Dept 51420 - CLERK/TREASURER		112,869.00	17,555.47	8,918.56	95,313.53	15.55	
<b>Dept 51421 - LICENSE PUBLICATION FEES</b>							
101-51421-50305	PRINTING AND PUBLISHING	800.00	0.00	0.00	800.00	0.00	
Total Dept 51421 - LICENSE PUBLICATION FEES		800.00	0.00	0.00	800.00	0.00	
<b>Dept 51430 - ELECTIONS</b>							
101-51430-50101	SALARIES	10,000.00	4,663.57	4,577.32	5,336.43	46.64	
101-51430-50104	OVERTIME	0.00	0.00	0.00	0.00	0.00	
101-51430-50201	FICA	765.00	356.72	350.12	408.28	46.63	
101-51430-50202	RETIREMENT	0.00	0.00	0.00	0.00	0.00	
101-51430-50203	HEALTH INSURANCE	0.00	0.00	0.00	0.00	0.00	
101-51430-50204	DENTAL INSURANCE	0.00	0.00	0.00	0.00	0.00	
101-51430-50303	POSTAGE	2,960.00	2,015.00	0.00	945.00	68.07	
101-51430-50309	OTHER SUPPLIES AND EXPENSE	3,000.00	519.35	335.43	2,480.65	17.31	
101-51430-50409	OTHER CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00	
101-51430-50701	CONFERENCES & TRAINING	0.00	0.00	0.00	0.00	0.00	
101-51430-50902	EQUIPMENT CAPITAL OUTLAY	1,000.00	1,676.62	0.00	(676.62)	167.66	Service Contract over the budgeted amount
Total Dept 51430 - ELECTIONS		17,725.00	9,231.26	5,262.87	8,493.74	52.08	
<b>Dept 51510 - ASSESSOR</b>							
101-51510-50301	OFFICE SUPPLIES	1,000.00	283.59	9.66	716.41	28.36	
101-51510-50407	ASSESSMENT	59,500.00	14,875.03	4,958.33	44,624.97	25.00	
Total Dept 51510 - ASSESSOR		60,500.00	15,158.62	4,967.99	45,341.38	25.06	
<b>Dept 51520 - BOARD OF REVIEW</b>							
101-51520-50101	SALARIES	400.00	0.00	0.00	400.00	0.00	
101-51520-50201	FICA	31.00	0.00	0.00	31.00	0.00	
101-51520-50202	RETIREMENT	0.00	0.00	0.00	0.00	0.00	
101-51520-50309	OTHER SUPPLIES AND EXPENSE	100.00	0.00	0.00	100.00	0.00	
101-51520-50404	LEGAL	500.00	456.00	0.00	44.00	91.20	
101-51520-50701	CONFERENCES & TRAINING	60.00	0.00	0.00	60.00	0.00	
Total Dept 51520 - BOARD OF REVIEW		1,091.00	456.00	0.00	635.00	41.80	
<b>Dept 51610 - VILLAGE/TOWN HALL</b>							
101-51610-50309	OTHER SUPPLIES AND EXPENSE	2,000.00	257.85	0.00	1,742.15	12.89	
101-51610-50409	OTHER CONTRACTED SERVICES	5,200.00	1,200.00	400.00	4,000.00	23.08	
101-51610-50501	BUILDINGS AND GROUNDS	25,000.00	8,831.07	4,925.11	16,168.93	35.32	This account will be over by end of year. PW and PS are both using this account. We will adjust for 2026's budget.
101-51610-50602	ELECTRICITY	13,465.00	21,445.00	951.71	10,468.26	23.07	
101-51610-50603	GAS	5,775.00	2,873.30	573.35	2,901.70	49.75	
101-51610-50604	TELEPHONE	6,756.00	1,007.62	181.00	5,748.38	14.91	
101-51610-50606	WATER AND SEWER	6,400.00	1,016.98	1,016.98	5,383.02	15.89	
101-51610-50902	EQUIPMENT CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	
Total Dept 51610 - VILLAGE/TOWN HALL		64,596.00	18,158.26	8,047.65	46,437.74	28.11	
<b>Dept 51910 - OTHER GENERAL GOVERNMENT</b>							
101-51910-50304	MEMBERSHIPS	5,543.00	50.00	0.00	5,493.00	0.90	
101-51910-50305	PRINTING AND PUBLISHING	1,000.00	(60.01)	0.00	1,060.01	0.00	
101-51910-50401	AUDITING AND ACCOUNTING	24,000.00	0.00	0.00	24,000.00	0.00	
101-51910-50402	CONSULTING AND FINANCIAL ADVISOR	10,000.00	5,500.00	5,500.00	4,500.00	55.00	
101-51910-50403	ENGINEERING AND INSPECTION	11,000.00	(2,009.16)	1,948.00	13,009.16	(18.27)	
101-51910-50404	LEGAL	75,000.00	17,854.66	8,144.91	57,145.34	23.81	
101-51910-50409	OTHER CONTRACTED SERVICES	5,000.00	0.00	0.00	5,000.00	0.00	
101-51910-50802	ILLEGAL AND UNCOLLECTIBLE TAXES	0.00	0.00	0.00	0.00	0.00	
101-51910-50803	COLLECTION EXPENSE	55,000.00	0.00	0.00	55,000.00	0.00	
101-51910-50804	UNCOLLECTIBLE ACCOUNTS	0.00	0.00	0.00	0.00	0.00	
101-51910-50808	PRIOR YEAR EXPENSES	10,000.00	0.00	0.00	10,000.00	0.00	
101-51910-50809	OTHER MISCELLANEOUS EXPENSES	148,768.00	0.00	0.00	148,768.00	0.00	
101-51910-50811	LIABILITY INSURANCE	233,540.00	33,183.91	(991.47)	200,356.09	14.21	
101-51910-50812	WORKER'S COMPENSATION INSURANCE	0.00	0.00	0.00	0.00	0.00	
101-51910-50813	PROPERTY INSURANCE	0.00	0.00	0.00	0.00	0.00	
101-51910-50913	PAYING AGENT FEES	0.00	0.00	0.00	0.00	0.00	
Total Dept 51910 - OTHER GENERAL GOVERNMENT		578,851.00	54,510.34	14,601.44	524,331.66	9.42	
<b>Dept 51911 - UNION</b>							
101-51911-50404	LEGAL	500.00	0.00	0.00	500.00	0.00	
Total Dept 51911 - UNION		500.00	0.00	0.00	500.00	0.00	
<b>Dept 51912 - INTERGOVERNMENTAL AGREEMENTS</b>							
101-51912-50404	LEGAL	0.00	0.00	0.00	0.00	0.00	
Total Dept 51912 - INTERGOVERNMENTAL AGREEMENTS		0.00	0.00	0.00	0.00	0.00	
<b>Dept 51913 - PAYMENTS FOR MUNICIPAL SERVICES</b>							
101-51913-50809	OTHER MISCELLANEOUS EXPENSES	205,804.00	205,787.16	0.00	16.84	99.99	
Total Dept 51913 - PAYMENTS FOR MUNICIPAL SERVICES		205,804.00	205,787.16	0.00	16.84	99.99	
<b>Dept 51999 - CONTINGENCY</b>							
101-51999-50809	OTHER MISCELLANEOUS EXPENSES	0.00	0.00	0.00	0.00	0.00	
Total Dept 51999 - CONTINGENCY		0.00	0.00	0.00	0.00	0.00	
<b>Dept 52100 - LAW ENFORCEMENT</b>							
101-52100-50406	LAW ENFORCEMENT	858,375.00	214,593.72	71,531.24	643,781.28	25.00	
Total Dept 52100 - LAW ENFORCEMENT		858,375.00	214,593.72	71,531.24	643,781.28	25.00	
<b>Dept 52210 - FIRE DEPARTMENT</b>							
101-52210-50101	SALARIES	1,186,447.00	197,059.34	82,490.51	989,887.66	16.61	

CL NUMBER	DESCRIPTION	2025		ACTIVITY FOR		AVAILABLE BALANCE	% BODT USED
		AMENDED BUDGET	ORMAL (ABNORMAL)	MONTH 03/31/2025	MONTH 03/31/2025		
				INCREASE (DECREASE)	NORMAL (ABNORMAL)		
101-52210-50202	RETIREMENT	23,166.00	36,781.98	13,615.98	13,615.98	194,404.00	16.65
101-52210-50203	HEALTH INSURANCE	418,944.00	95,559.88	32,559.47	32,559.47	323,384.12	22.81
101-52210-50204	DENTAL INSURANCE	23,110.00	5,191.31	1,766.13	1,766.13	17,918.69	22.46
101-52210-50205	LIFE INSURANCE	2,302.00	369.16	125.71	125.71	1,932.64	16.04
101-52210-50206	POST RETIREMENT BENEFITS	3,232.00	874.84	314.26	314.26	2,360.16	26.98
101-52210-50207	UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00
101-52210-50208	LENGTH OF SERVICE	0.00	0.00	0.00	0.00	0.00	0.00
101-52210-50302	COPIER	525.00	0.00	0.00	0.00	525.00	0.00
101-52210-50303	POSTAGE	200.00	69.75	69.75	69.75	130.25	34.88
101-52210-50306	MEDICAL SUPPLIES	47,000.00	18,772.82	4,890.78	4,890.78	28,227.18	39.94
101-52210-50307	GEAR AND CLOTHING	37,500.00	2,531.14	1,207.46	1,207.46	34,968.86	6.75
101-52210-50309	OTHER SUPPLIES AND EXPENSE	12,075.00	6,429.72	679.21	679.21	5,645.28	53.25
101-52210-50405	COMPUTER AND WEBSITE	26,595.00	3,612.92	1,967.86	1,967.86	22,982.08	13.58
101-52210-50502	EQUIPMENT MAINTENANCE	16,000.00	7,130.94	757.16	757.16	8,869.06	44.57
101-52210-50503	EQUIPMENT LEASE AND RENTAL	349.00	87.03	29.01	29.01	261.97	24.94
101-52210-50504	VEHICLE MAINTENANCE	44,500.00	12,556.87	6,839.34	6,839.34	31,943.13	28.22
101-52210-50601	FUEL - GASOLINE AND DIESEL	35,000.00	7,747.27	3,052.99	3,052.99	27,252.73	22.14
101-52210-50602	ELECTRICITY	19,950.00	4,760.91	1,427.60	1,427.60	15,189.09	23.86
101-52210-50603	GAS	10,000.00	3,839.82	759.28	759.28	6,160.18	38.40
101-52210-50604	TELEPHONE	12,000.00	1,551.89	445.98	445.98	10,448.11	12.93
101-52210-50606	WATER AND SEWER	11,035.00	2,556.71	2,556.71	2,556.71	8,478.29	23.17
101-52210-50609	PUBLIC FIRE PROTECTION	0.00	0.00	0.00	0.00	0.00	0.00
101-52210-50701	CONFERENCES & TRAINING	29,000.00	1,602.00	750.00	750.00	27,388.00	5.52
101-52210-50703	FIRE PREVENTION	5,500.00	1,819.88	0.00	0.00	3,680.12	33.09
101-52210-50809	OTHER MISCELLANEOUS EXPENSES	20,000.00	5,239.60	2,380.16	2,380.16	14,760.40	26.20
101-52210-50812	WORKER'S COMPENSATION INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
101-52210-50902	EQUIPMENT CAPITAL OUTLAY	36,000.00	11,347.19	340.94	340.94	24,652.81	31.52
Total Dept 52210 - FIRE DEPARTMENT		3,011,788.00	570,017.59	221,540.62	221,540.62	2,441,770.41	18.93
Dept 52220 - FIRE COMMISSION							
101-52220-50101	SALARIES	0.00	0.00	0.00	0.00	0.00	0.00
101-52220-50201	FICA	0.00	0.00	0.00	0.00	0.00	0.00
101-52220-50701	CONFERENCES & TRAINING	300.00	0.00	0.00	0.00	300.00	0.00
Total Dept 52220 - FIRE COMMISSION		300.00	0.00	0.00	0.00	300.00	0.00
Dept 52230 - PUBLIC FIRE PROTECTION							
101-52230-50609	PUBLIC FIRE PROTECTION	217,077.00	54,269.25	54,269.25	54,269.25	162,807.75	25.00
Total Dept 52230 - PUBLIC FIRE PROTECTION		217,077.00	54,269.25	54,269.25	54,269.25	162,807.75	25.00
Dept 52300 - AMBULANCE							
101-52300-50804	UNCOLLECTIBLE ACCOUNTS	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 52300 - AMBULANCE		0.00	0.00	0.00	0.00	0.00	0.00
Dept 52400 - BUILDING INSPECTIONS							
101-52400-50101	SALARIES	85,000.00	17,264.37	6,538.46	6,538.46	67,735.63	20.31
101-52400-50102	WAGES	7,069.00	1,439.29	543.78	543.78	5,629.71	20.36
101-52400-50201	FICA	7,044.00	1,430.34	541.64	541.64	5,613.66	20.31
101-52400-50202	RETIREMENT	6,399.00	1,299.87	492.20	492.20	5,099.13	20.31
101-52400-50203	HEALTH INSURANCE	2,526.00	597.61	194.43	194.43	1,928.39	23.66
101-52400-50204	DENTAL INSURANCE	137.00	32.30	10.53	10.53	104.70	23.58
101-52400-50205	LIFE INSURANCE	286.00	55.94	18.62	18.62	230.06	19.56
101-52400-50206	POST RETIREMENT BENEFITS	1,325.00	0.00	0.00	0.00	1,325.00	0.00
101-52400-50207	UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00
101-52400-50309	OTHER SUPPLIES AND EXPENSE	2,211.00	606.73	27.09	27.09	1,604.27	27.44
101-52400-50403	ENGINEERING AND INSPECTION	4,500.00	960.19	960.19	960.19	3,539.81	21.34
101-52400-50405	COMPUTER AND WEBSITE	1,144.00	1,102.75	440.00	440.00	41.25	96.39
101-52400-50504	VEHICLE MAINTENANCE	200.00	0.00	0.00	0.00	200.00	0.00
101-52400-50601	FUEL - GASOLINE AND DIESEL	1,000.00	0.00	0.00	0.00	1,000.00	0.00
101-52400-50701	CONFERENCES & TRAINING	3,000.00	700.00	0.00	0.00	2,300.00	23.33
101-52400-50702	TRAVEL	2,100.00	506.24	123.34	123.34	1,593.76	24.11
101-52400-50806	CODE ENFORCEMENT	500.00	0.00	0.00	0.00	500.00	0.00
101-52400-50902	EQUIPMENT CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 52400 - BUILDING INSPECTIONS		124,441.00	25,995.63	9,890.28	9,890.28	98,445.37	20.89
Dept 53100 - PUBLIC WORKS							
101-53100-50101	SALARIES	39,548.00	9,976.50	3,038.66	3,038.66	29,571.50	25.23
101-53100-50102	WAGES	196,910.00	34,081.14	12,019.54	12,019.54	162,828.86	17.31
101-53100-50104	OVERTIME	3,500.00	394.74	394.07	394.07	2,905.26	16.99
101-53100-50105	SNOW REMOVAL	10,000.00	6,833.91	1,685.15	1,685.15	3,116.09	68.34
101-53100-50106	SEASONAL	40,000.00	0.00	0.00	0.00	40,000.00	0.00
101-53100-50201	FICA	22,182.00	3,789.29	1,294.60	1,294.60	18,392.71	17.08

CL NUMBER	DESCRIPTION	2025		ACTIVITY FOR		AVAILABLE	% BODT
		AMENDED BUDGET	ORMAL (ABNORMAL)	MONTH 03/31/2025	MONTH 03/31/2025		
101-53100-50202	RETIREMENT	16,953.00	3,397.68	1,178.37	13,574.63	20.14	
101-53100-50203	HEALTH INSURANCE	9,349.00	19,254.00	5,507.25	74,195.00	20.60	
101-53100-50204	DENTAL INSURANCE	5,639.00	1,141.30	329.30	4,497.70	20.24	
101-53100-50205	LIFE INSURANCE	303.00	58.23	13.79	244.77	19.22	
101-53100-50206	POST RETIREMENT BENEFITS	146.00	34.80	11.60	111.20	23.84	
101-53100-50207	UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	
101-53100-50307	GEAR AND CLOTHING	1,750.00	1,884.99	0.00	(134.99)	107.71	Per Josh, No more funds will be pulled from this budget line, had multiple new hires that needed gear that was not originally budgeted for
101-53100-50309	OTHER SUPPLIES AND EXPENSE	20,000.00	9,232.69	7,957.20	10,767.31	46.16	
101-53100-50403	ENGINEERING AND INSPECTION	0.00	0.00	0.00	0.00	0.00	
101-53100-50405	COMPUTER AND WEBSITE	0.00	0.00	0.00	0.00	0.00	
101-53100-50501	BUILDINGS AND GROUNDS	0.00	0.00	0.00	0.00	0.00	
101-53100-50504	VEHICLE MAINTENANCE	14,000.00	6,194.19	207.28	7,805.81	44.24	
101-53100-50505	ROAD MAINTENANCE	85,000.00	(162.62)	(162.62)	85,162.62	(0.19)	Per Josh, This should not come in under budget, just starting roadway projects so funds will begin to be used, also salt to be purchased
101-53100-50506	DITCHING AND DRAINAGE	0.00	0.00	0.00	0.00	0.00	
101-53100-50601	FUEL - GASOLINE AND DIESEL	15,000.00	4,225.00	1,046.54	10,775.00	28.17	
101-53100-50602	ELECTRICITY	11,000.00	2,563.56	820.64	8,436.44	23.31	
101-53100-50603	GAS	6,021.00	2,478.90	494.65	3,542.10	41.17	
101-53100-50604	TELEPHONE	600.00	162.78	67.30	437.22	27.13	
101-53100-50606	WATER AND SEWER	9,120.00	2,033.96	2,033.96	7,086.04	22.30	
101-53100-50607	STREET LIGHTS	24,195.00	6,251.36	2,090.02	17,943.64	25.84	
101-53100-50701	CONFERENCES & TRAINING	2,000.00	0.00	0.00	2,000.00	0.00	
101-53100-50702	TRAVEL	0.00	0.00	0.00	0.00	0.00	
101-53100-50902	EQUIPMENT CAPITAL OUTLAY	3,000.00	0.00	0.00	3,000.00	0.00	
Total Dept 53100 - PUBLIC WORKS		620,818.00	114,026.40	40,027.30	506,791.60	18.37	
Dept 53620 - SOLID WASTE							
101-53620-50102	WAGES	9,944.00	2,021.26	764.90	7,922.74	20.33	
101-53620-50201	FICA	761.00	151.98	57.46	609.02	19.97	
101-53620-50202	RETIREMENT	691.00	140.47	53.15	550.53	20.33	
101-53620-50203	HEALTH INSURANCE	4,055.00	952.38	307.27	3,102.62	23.49	
101-53620-50204	DENTAL INSURANCE	242.00	56.76	18.32	185.24	23.45	
101-53620-50205	LIFE INSURANCE	11.00	2.00	0.64	9.00	18.18	
101-53620-50301	OFFICE SUPPLIES	1,000.00	0.00	0.00	1,000.00	0.00	
101-53620-50408	GARBAGE COLLECTION	413,187.00	100,359.70	33,818.70	312,827.30	24.29	
101-53620-50504	VEHICLE MAINTENANCE	0.00	0.00	0.00	0.00	0.00	
101-53620-50601	FUEL - GASOLINE AND DIESEL	0.00	0.00	0.00	0.00	0.00	
101-53620-50608	RECYCLING AND TIPPING FEES	217,831.00	50,340.45	16,987.95	166,890.55	23.39	
Total Dept 53620 - SOLID WASTE		647,722.00	154,025.00	52,009.39	493,097.00	23.87	
Dept 54100 - ANIMAL CONTROL							
101-54100-50409	OTHER CONTRACTED SERVICES	10,862.00	2,780.64	970.32	8,081.36	25.60	
Total Dept 54100 - ANIMAL CONTROL		10,862.00	2,780.64	970.32	8,081.36	25.60	
Dept 55200 - PARKS							
101-55200-50101	SALARIES	500.00	0.00	0.00	500.00	0.00	
101-55200-50201	FICA	38.00	0.00	0.00	38.00	0.00	
101-55200-50309	OTHER SUPPLIES AND EXPENSE	3,000.00	0.00	0.00	3,000.00	0.00	
101-55200-50409	OTHER CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00	
101-55200-50501	BUILDINGS AND GROUNDS	0.00	0.00	0.00	0.00	0.00	
101-55200-50902	EQUIPMENT CAPITAL OUTLAY	4,000.00	0.00	0.00	4,000.00	0.00	
Total Dept 55200 - PARKS		7,538.00	0.00	0.00	7,538.00	0.00	
Dept 55300 - RECREATION							
101-55300-50102	WAGES	5,952.00	1,282.12	485.45	4,669.88	21.54	
101-55300-50104	OVERTIME	0.00	0.00	0.00	0.00	0.00	
101-55300-50106	SEASONAL	1,500.00	0.00	0.00	1,500.00	0.00	
101-55300-50201	FICA	570.00	95.27	36.05	474.73	16.71	
101-55300-50202	RETIREMENT	414.00	89.11	33.74	324.89	21.52	
101-55300-50203	HEALTH INSURANCE	2,704.00	613.65	193.78	2,090.35	22.69	
101-55300-50204	DENTAL INSURANCE	161.00	36.57	11.55	124.43	22.71	
101-55300-50205	LIFE INSURANCE	5.00	0.90	0.28	4.10	18.00	
101-55300-50309	OTHER SUPPLIES AND EXPENSE	0.00	0.00	0.00	0.00	0.00	
101-55300-50902	EQUIPMENT CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	
Total Dept 55300 - RECREATION		11,306.00	2,117.62	760.85	9,188.38	18.73	
Dept 56910 - PLAN COMMISSION							
101-56910-50101	SALARIES	39,600.00	8,057.48	3,046.13	31,542.52	20.35	
101-56910-50102	WAGES	3,360.00	120.00	120.00	3,240.00	3.57	
101-56910-50201	FICA	3,287.00	625.73	241.65	2,661.27	19.04	
101-56910-50202	RETIREMENT	2,752.00	559.98	211.70	2,192.02	20.35	
101-56910-50203	HEALTH INSURANCE	5,407.00	1,351.65	450.55	4,055.35	25.00	
101-56910-50204	DENTAL INSURANCE	645.00	161.11	53.70	483.89	24.98	
101-56910-50205	LIFE INSURANCE	75.00	13.47	4.49	61.53	17.96	
101-56910-50206	POST RETIREMENT BENEFITS	0.00	0.00	0.00	0.00	0.00	
101-56910-50305	PRINTING AND PUBLISHING	400.00	67.55	67.55	332.45	16.89	
101-56910-50309	OTHER SUPPLIES AND EXPENSE	30.00	0.00	0.00	30.00	0.00	
101-56910-50403	ENGINEERING AND INSPECTION	0.00	0.00	0.00	0.00	0.00	
101-56910-50409	OTHER CONTRACTED SERVICES	12,400.00	0.00	0.00	12,400.00	0.00	
Total Dept 56910 - PLAN COMMISSION		67,956.00	10,956.97	4,195.77	56,999.03	16.12	
Dept 56920 - BOARD OF APPEALS							
101-56920-50102	WAGES	400.00	0.00	0.00	400.00	0.00	
101-56920-50201	FICA	31.00	0.00	0.00	31.00	0.00	
101-56920-50202	RETIREMENT	0.00	0.00	0.00	0.00	0.00	
101-56920-50309	OTHER SUPPLIES AND EXPENSE	0.00	0.00	0.00	0.00	0.00	
Total Dept 56920 - BOARD OF APPEALS		431.00	0.00	0.00	431.00	0.00	
Dept 59100 - TRANSFER OUT							
101-59100-50000	TRANSFER TO OTHER FUNDS	0.00	0.00	0.00	0.00	0.00	
Total Dept 59100 - TRANSFER OUT		0.00	0.00	0.00	0.00	0.00	
TOTAL EXPENDITURES		7,170,685.00	1,592,643.53	537,660.57	5,578,041.47	22.21	
Fund 101 - GENERAL FUND:							
TOTAL REVENUES		7,170,685.00	4,834,006.45	168,979.30	2,336,678.55	67.41	
TOTAL EXPENDITURES		7,170,685.00	1,592,643.53	537,660.57	5,578,041.47	22.21	
NET OF REVENUES & EXPENDITURES		0.00	3,241,362.92	(368,681.27)	(3,241,362.92)	100.00	

Account Type	Balance as of 3/31/2025	Interest rate*	Accrued Interest YTD		GF Interest
			YTD Interest		
TRI-CITY	12,615,270.53	4.375%	\$ 162,639.68	\$ 106,130.88	42%
LGIP - TOWN	606,359.54	4.39%	\$ 6,487.24	\$ 6,487.24	100%
LGIP - VILLAGE	8,615,282.35	4.39%	\$ 92,652.92	\$ -	Included in the Tri-City total
PERSHING-1,194,419.84	1,089,096.57	3.81%	\$ 10,603.42	\$ 315.42	This interest is being used for the Capital Improvement projects
SCHWAB	4,743,551.70	4.28%	\$ 13,423.17	\$ 5,194.77	39%
STATE BANK	3,870,998.72	4.49%	\$ 43,092.11	\$ 16,676.65	39%
	<u>31,540,559.41</u>		<u>\$ 328,898.54</u>	<u>\$ 134,489.54</u>	

\*Average interest rate for the month



2025 VILLAGE OF SOMERS INVESTMENT INCOME

MONTH	STATE BANK	SCHWAB	PERSHING-BORROWING	PERSHING2	LGIP-V	LGIP-T	TOTALS
JAN	\$ 14,976.97	\$ 8,441.24	\$ 3,533.36		\$ 31,756.00	\$ 2,220.67	\$ 60,928.24
FEB	\$ 13,423.04	\$ 2,449.26	\$ 3,556.49		\$ 28,902.80	\$ 2,023.54	\$ 50,355.13
MAR	\$ 14,692.10	\$ 2,532.67	\$ 3,513.57		\$ 31,994.12	\$ 2,243.03	\$ 54,975.49
APR							\$ -
MAY							\$ -
JUN							\$ -
JUL							\$ -
AUG							\$ -
SEP							\$ -
OCT							\$ -
NOV							\$ -
DEC							\$ -
2025 GT	43,092.11	13,423.17	10,603.42	-	92,652.92	6,487.24	166,258.86
1ST QTR	\$ 43,092.11	\$ 13,423.17	\$ 10,603.42	\$ -	\$ 92,652.92	\$ 6,487.24	\$ 166,258.86
2nd QTR	-	-	-	-	-	-	-
3rd QTR	-	-	-	-	-	-	-
4th QTR	-	-	-	-	-	-	-

FEEES

MONTH	STATE BANK	SCHWAB	PERSHING-BORROWING	PERSHING2	LGIP-V	LGIP-T	TOTALS
JAN			\$ 236.53				\$ 236.53
FEB			\$ 237.29				\$ 237.29
MAR			\$ 213.94				\$ 213.94
APR							\$ -
MAY							\$ -
JUN							\$ -
JUL							\$ -
AUG							\$ -
SEP							\$ -
OCT							\$ -
NOV							\$ -
DEC							\$ -
2025 GT	0	0	687.76	-	-	-	\$ 687.76
1ST QTR	\$ -	\$ -	\$ 687.76	\$ -	\$ -	\$ -	\$ 687.76
2nd QTR	-	-	-	-	-	-	-
3rd QTR	-	-	-	-	-	-	-
4th QTR	-	-	-	-	-	-	-

2025 MONTHLY BALANCES

MONTH	STATE BANK	SCHWAB	PERSHING-BORROWING	PERSHING	LGIP-V	LGIP-T
JAN	\$ 3,842,883.58	\$ 4,722,429.40	\$ 1,120,904.43	\$ -	\$ 8,554,385.43	\$ 598,909.13
FEB	\$ 3,856,306.62	\$ 4,736,103.31	\$ 1,085,796.94	\$ -	\$ 8,583,288.23	\$ 600,932.67
MAR	\$ 3,870,998.72	\$ 4,743,551.70	\$ 1,089,096.57	\$ -	\$ 8,615,282.35	\$ 606,359.54
APR						
MAY						
JUN						
JUL						
AUG						
SEP						
OCT						
NOV						
DEC						
YEARLY AVG	\$ 3,856,729.64	\$ 4,734,028.14	\$ 1,098,599.31	\$ -	\$ 8,584,318.67	\$ 602,067.11

VILLAGE OF SOMERS 1st QTR REPORT 2025

AVERAGE MONTHLY	STATE BANK	SCHWAB	PERSHING-BORROWING	PERSHING	LGIP-V	LGIP-T
1ST Q BEGIN BALANCE	3842883.58	4722429.4	1,120,904.43	-	8,554,385.43	598,909.13
1ST Q END BALANCE	3,870,998.72	4,743,551.7	1,089,096.57	-	8,615,282.35	606,359.54
AVERAGE BALANCE	3,856,729.64	4,734,028.14	1,098,599.31	-	8,584,318.67	602,067.11
INTEREST EARNED	43,092.11	13,423.17	10,603.42	-	92,652.92	6,487.24

Respectfully submitted,

Tanya Ealy  
Accounting Manager

AND EXPENDITURE REPORT FOR SOMERS VILLAGE AND TOWN  
TAX INCREMENT DISTRICT REPORTS

District No.	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>
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	\$ 1,251,174	\$ 1,268,200	\$ 1,475,231	\$ 499,578	\$ 145,601	\$ 123,680	\$ 42,846	\$ 1,113	\$ 4,071	\$ 25,309	\$ 923
Expenses	<u>239,714</u>	<u>11,534</u>	<u>4,791</u>	<u>5,749</u>	<u>16,580</u>	<u>2,396</u>	<u>143</u>	<u>17,794</u>	<u>96</u>	<u>143</u>	<u>143</u>
Excess or Deficiency	<u>\$ 1,011,459</u>	<u>\$ 1,256,667</u>	<u>\$ 1,470,440</u>	<u>\$ 493,828</u>	<u>\$ 129,020</u>	<u>\$ 121,284</u>	<u>\$ 42,703</u>	<u>\$ (16,681)</u>	<u>\$ 3,975</u>	<u>\$ 25,166</u>	<u>\$ 780</u>
Totals from Date of Creation to 3/31/25											
Revenues	\$ 24,165,701	\$ 22,614,773	\$ 3,731,425	\$ 2,685,445	\$ 405,207	\$ 14,765,078	\$ 213,232	\$ 244,718	\$ 16,660	\$ 107,926	\$ 4,106
Expenses	<u>18,280,599</u>	<u>17,494,059</u>	<u>1,958,408</u>	<u>1,186,406</u>	<u>428,086</u>	<u>14,510,860</u>	<u>46,869</u>	<u>539,779</u>	<u>20,978</u>	<u>29,957</u>	<u>21,007</u>
Excess or Deficiency	<u>\$ 5,885,101</u>	<u>\$ 5,120,715</u>	<u>\$ 1,773,017</u>	<u>\$ 1,499,038</u>	<u>\$ (22,880)</u>	<u>\$ 254,218</u>	<u>\$ 166,363</u>	<u>\$ (295,061)</u>	<u>\$ (4,318)</u>	<u>\$ 77,969</u>	<u>\$ (16,901)</u>
Outstanding Debt	\$ 7,118,530	\$ 5,005,000	\$ 134,076	\$ -	\$ -	\$ 157,394	\$ -	\$ -	\$ -	\$ -	\$ -
Less Fund Balances											
TID Capital Projects Fund	1,040,846	(1,825)	(434,442)	(1,011,163)	(181,037)	31,591	(23,413)	(299,382)	(20,977)	(395)	(21,007)
TID Debt Service Fund	<u>4,844,255</u>	<u>5,122,540</u>	<u>2,207,459</u>	<u>2,510,201</u>	<u>158,157</u>	<u>222,628</u>	<u>189,775</u>	<u>4,321</u>	<u>16,659</u>	<u>78,364</u>	<u>4,106</u>
Net Cost to be Recovered as of 3/31/25	<u>\$ 1,233,429</u>	<u>\$ (115,715)</u>	<u>\$ (1,638,940)</u>	<u>\$ (1,499,038)</u>	<u>\$ 22,880</u>	<u>\$ (96,825)</u>	<u>\$ (166,362)</u>	<u>\$ 295,061</u>	<u>\$ 4,318</u>	<u>\$ (77,968)</u>	<u>\$ 16,901</u>
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
2025 Revenue	1,154,643	1,164,956	\$ 1,475,230.79	499,578	138,635	123,680	42,846	1,113	4,071	23,423	923
Check - should be zero	0	0	0	0	0	(0)	0	(0)	0	0	(0)

REVENUE AND EXPENDITURE REPORT FOR SOMERS VILLAGE AND TOWN  
 PERIOD ENDING 03/31/2025  
 % Fiscal Year Completed: 24.66

GL NUMBER	DESCRIPTION	2025		YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	2025 AMENDED BUDGET	03/31/2025 NORM (ABNORM)	MONTH 03/31/25 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 601 - SOMERS WATER UTILITY							
Fund 601 - SOMERS WATER UTILITY:							
	TOTAL REVENUES	1,741,418.00	1,741,418.00	429,571.52	420,977.57	1,311,846.48	24.67
	TOTAL EXPENDITURES	1,514,554.00	1,514,554.00	265,586.69	128,791.50	1,248,967.31	17.54
	NET OF REVENUES & EXPENDITURES	226,864.00	226,864.00	163,984.83	292,186.07	62,879.17	72.28
Fund 602 - K.R. SEWER DISTRICT							
Fund 602 - K.R. SEWER DISTRICT:							
	TOTAL REVENUES	222,409.00	222,409.00	57,091.06	55,747.41	165,317.94	25.67
	TOTAL EXPENDITURES	369,429.00	369,429.00	48,109.75	16,187.55	321,319.25	13.02
	NET OF REVENUES & EXPENDITURES	(147,020.00)	(147,020.00)	8,981.31	39,559.86	(156,001.31)	6.11
Fund 603 - UTILITY DISTRICT #1							
Fund 603 - UTILITY DISTRICT #1:							
	TOTAL REVENUES	2,716,754.00	2,716,754.00	741,075.01	717,502.26	1,975,678.99	27.28
	TOTAL EXPENDITURES	2,938,267.00	2,938,267.00	563,418.38	212,893.24	2,374,848.62	19.18
	NET OF REVENUES & EXPENDITURES	(221,513.00)	(221,513.00)	177,656.63	504,609.02	(399,169.63)	80.20
Fund 604 - STORMWATER UTILITY							
Fund 604 - STORMWATER UTILITY:							
	TOTAL REVENUES	290,000.00	290,000.00	334,668.36	0.00	(44,668.36)	115.40
	TOTAL EXPENDITURES	546,189.00	546,189.00	34,772.14	15,853.00	511,416.86	6.37
	NET OF REVENUES & EXPENDITURES	(256,189.00)	(256,189.00)	299,896.22	(15,853.00)	(556,085.22)	117.06
	TOTAL REVENUES - ALL FUNDS	4,970,581.00	4,970,581.00	1,562,405.95	1,194,227.24	3,408,175.05	31.43
	TOTAL EXPENDITURES - ALL FUNDS	5,368,439.00	5,368,439.00	911,886.96	373,725.29	4,456,552.04	16.99
	NET OF REVENUES & EXPENDITURES	(397,858.00)	(397,858.00)	650,518.99	820,501.95	(1,048,376.99)	163.51

REVENUE AND EXPENDITURE REPORT FOR SOMERS VILLAGE AND TOWN  
 PERIOD ENDING 03/31/2025  
 % Fiscal Year Completed: 24.66

GL NUMBER	DESCRIPTION	2025 ORIGINAL BUDGET	2025 AMENDED BUDGET	YTD BALANCE 03/31/2025 NORM (ABNORM)	ACTIVITY FOR MONTH 03/31/25 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101 - GENERAL FUND							
Fund 101 - GENERAL FUND:							
TOTAL REVENUES		7,170,685.00	7,170,685.00	4,834,006.45	168,979.30	2,336,678.55	67.41
TOTAL EXPENDITURES		7,170,685.00	7,170,685.00	1,592,643.53	537,660.57	5,578,041.47	22.21
NET OF REVENUES & EXPENDITURES		0.00	0.00	3,241,362.92	(368,681.27)	(3,241,362.92)	100.00
Fund 201 - DRAINAGE FUND							
Fund 201 - DRAINAGE FUND:							
TOTAL REVENUES		0.00	0.00	565.93	195.42	(565.93)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	565.93	195.42	(565.93)	100.00
Fund 202 - PARK FUND							
Fund 202 - PARK FUND:							
TOTAL REVENUES		0.00	0.00	722.42	249.46	(722.42)	100.00
TOTAL EXPENDITURES		5,111.00	5,111.00	0.00	0.00	5,111.00	0.00
NET OF REVENUES & EXPENDITURES		(5,111.00)	(5,111.00)	722.42	249.46	(5,833.42)	14.13
Fund 204 - GRANT FUND							
Fund 204 - GRANT FUND:							
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
Fund 301 - DEBT SERVICE FUND							
Fund 301 - DEBT SERVICE FUND:							
TOTAL REVENUES		1,067,441.00	1,067,441.00	1,030,561.44	527.94	36,879.56	96.55
TOTAL EXPENDITURES		1,027,976.00	1,027,976.00	499,937.28	0.00	528,038.72	48.63
NET OF REVENUES & EXPENDITURES		39,465.00	39,465.00	530,624.16	527.94	(491,159.16)	1,344.54
Fund 302 - TID#1 DEBT SERVICE FUND							
Fund 302 - TID#1 DEBT SERVICE FUND:							
TOTAL REVENUES		1,154,643.00	1,154,643.00	1,233,539.18	27,522.15	(78,896.18)	106.83
TOTAL EXPENDITURES		682,443.00	682,443.00	238,100.00	0.00	444,343.00	34.89
NET OF REVENUES & EXPENDITURES		472,200.00	472,200.00	995,439.18	27,522.15	(523,239.18)	210.81
Fund 303 - TID#2 DEBT SERVICE FUND							
Fund 303 - TID#2 DEBT SERVICE FUND:							
TOTAL REVENUES		1,164,956.00	1,164,956.00	1,260,102.01	34,435.52	(95,146.01)	108.17
TOTAL EXPENDITURES		618,554.00	618,554.00	8,098.48	958.24	610,455.52	1.31
NET OF REVENUES & EXPENDITURES		546,402.00	546,402.00	1,252,003.53	33,477.28	(705,601.53)	229.14
Fund 304 - TID#3 DEBT SERVICE FUND							
Fund 304 - TID#3 DEBT SERVICE FUND:							
TOTAL REVENUES		1,475,231.00	1,475,231.00	1,475,230.79	0.00	0.21	100.00
TOTAL EXPENDITURES		3,927.00	3,927.00	0.00	0.00	3,927.00	0.00
NET OF REVENUES & EXPENDITURES		1,471,304.00	1,471,304.00	1,475,230.79	0.00	(3,926.79)	100.27
Fund 305 - TID#4 DEBT SERVICE FUND							
Fund 305 - TID#4 DEBT SERVICE FUND:							
TOTAL REVENUES		499,578.00	499,578.00	499,577.67	0.00	0.33	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		499,578.00	499,578.00	499,577.67	0.00	0.33	100.00
Fund 306 - TID#5 DEBT SERVICE FUND							
Fund 306 - TID#5 DEBT SERVICE FUND:							
TOTAL REVENUES		138,635.00	138,635.00	138,634.50	0.00	0.50	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		138,635.00	138,635.00	138,634.50	0.00	0.50	100.00
Fund 307 - TID#6 DEBT SERVICE FUND							
Fund 307 - TID#6 DEBT SERVICE FUND:							
TOTAL REVENUES		123,680.00	123,680.00	123,679.96	0.00	0.04	100.00
TOTAL EXPENDITURES		4,610.00	4,610.00	0.00	0.00	4,610.00	0.00
NET OF REVENUES & EXPENDITURES		119,070.00	119,070.00	123,679.96	0.00	(4,609.96)	103.87

GL NUMBER	DESCRIPTION	2025		YTD BALANCE 03/31/2025 NORM (ABNORM)	ACTIVITY FOR MONTH 03/31/25 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
		ORIGINAL BUDGET	2025 AMENDED BUDGET				
Fund 308 - TID#7 DEBT SERVICE FUND							
Fund 308 - TID#7 DEBT SERVICE FUND:							
TOTAL REVENUES		42,846.00	42,846.00	42,846.36	0.00	(0.36)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		42,846.00	42,846.00	42,846.36	0.00	(0.36)	100.00
Fund 309 - TID#8 DEBT SERVICE FUND							
Fund 309 - TID#8 DEBT SERVICE FUND:							
TOTAL REVENUES		1,113.00	1,113.00	1,113.33	0.00	(0.33)	100.03
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		1,113.00	1,113.00	1,113.33	0.00	(0.33)	100.03
Fund 310 - TID#9 DEBT SERVICE FUND							
Fund 310 - TID#9 DEBT SERVICE FUND:							
TOTAL REVENUES		4,071.00	4,071.00	4,070.94	0.00	0.06	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		4,071.00	4,071.00	4,070.94	0.00	0.06	100.00
Fund 311 - TID#10 DEBT SERVICE FUND							
Fund 311 - TID#10 DEBT SERVICE FUND:							
TOTAL REVENUES		23,423.00	23,423.00	23,422.89	0.00	0.11	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		23,423.00	23,423.00	23,422.89	0.00	0.11	100.00
Fund 312 - TID#11 DEBT SERVICE FUND							
Fund 312 - TID#11 DEBT SERVICE FUND:							
TOTAL REVENUES		923.00	923.00	923.44	0.00	(0.44)	100.05
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		923.00	923.00	923.44	0.00	(0.44)	100.05
Fund 401 - CAPITAL IMPROVEMENT							
Fund 401 - CAPITAL IMPROVEMENT:							
TOTAL REVENUES		0.00	0.00	8,450.70	2,771.69	(8,450.70)	100.00
TOTAL EXPENDITURES		1,070,134.00	1,070,134.00	537,286.56	44,629.15	532,847.44	50.21
NET OF REVENUES & EXPENDITURES		(1,070,134.00)	(1,070,134.00)	(528,835.86)	(41,857.46)	(541,298.14)	49.42
Fund 402 - TAX INCREMENTAL DISTRICT #1							
Fund 402 - TAX INCREMENTAL DISTRICT #1:							
TOTAL REVENUES		12,819.00	12,819.00	17,634.38	4,816.09	(4,815.38)	137.56
TOTAL EXPENDITURES		18,040.00	18,040.00	1,614.32	479.12	16,425.68	8.95
NET OF REVENUES & EXPENDITURES		(5,221.00)	(5,221.00)	16,020.06	4,336.97	(21,241.06)	306.84
Fund 403 - TAX INCREMENTAL DISTRICT #2							
Fund 403 - TAX INCREMENTAL DISTRICT #2:							
TOTAL REVENUES		21,048.00	21,048.00	8,098.48	958.24	12,949.52	38.48
TOTAL EXPENDITURES		19,011.00	19,011.00	3,435.48	958.24	15,575.52	18.07
NET OF REVENUES & EXPENDITURES		2,037.00	2,037.00	4,663.00	0.00	(2,626.00)	228.92
Fund 404 - TAX INCREMENTAL DISTRICT #3							
Fund 404 - TAX INCREMENTAL DISTRICT #3:							
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		25,625.00	25,625.00	4,791.20	1,916.48	20,833.80	18.70
NET OF REVENUES & EXPENDITURES		(25,625.00)	(25,625.00)	(4,791.20)	(1,916.48)	(20,833.80)	18.70
Fund 405 - TAX INCREMENTAL DISTRICT #4							
Fund 405 - TAX INCREMENTAL DISTRICT #4:							
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		275,625.00	275,625.00	5,749.44	1,916.48	269,875.56	2.09
NET OF REVENUES & EXPENDITURES		(275,625.00)	(275,625.00)	(5,749.44)	(1,916.48)	(269,875.56)	2.09
Fund 406 - TAX INCREMENTAL DISTRICT #5							
Fund 406 - TAX INCREMENTAL DISTRICT #5:							
TOTAL REVENUES		0.00	0.00	6,966.25	0.00	(6,966.25)	100.00
TOTAL EXPENDITURES		33,861.00	33,861.00	16,580.37	7,296.16	17,280.63	48.97
NET OF REVENUES & EXPENDITURES		(33,861.00)	(33,861.00)	(9,614.12)	(7,296.16)	(24,246.88)	28.39
Fund 407 - TAX INCREMENTAL DISTRICT #6							
Fund 407 - TAX INCREMENTAL DISTRICT #6:							
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00

GL NUMBER	DESCRIPTION	2025		YTD BALANCE 03/31/2025 NORM (ABNORM)	ACTIVITY FOR MONTH 03/31/25 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET				
TOTAL EXPENDITURES		30,625.00	30,625.00	2,395.60	479.12	28,229.40	7.82
NET OF REVENUES & EXPENDITURES		(30,625.00)	(30,625.00)	(2,395.60)	(479.12)	(28,229.40)	7.82
Fund 408 - TAX INCREMENTAL DISTRICT #7							
Fund 408 - TAX INCREMENTAL DISTRICT #7:							
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		1,073.00	1,073.00	143.25	47.75	929.75	13.35
NET OF REVENUES & EXPENDITURES		(1,073.00)	(1,073.00)	(143.25)	(47.75)	(929.75)	13.35
Fund 409 - TAX INCREMENTAL DISTRICT #8							
Fund 409 - TAX INCREMENTAL DISTRICT #8:							
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		25,208.00	25,208.00	17,794.44	1,916.48	7,413.56	70.59
NET OF REVENUES & EXPENDITURES		(25,208.00)	(25,208.00)	(17,794.44)	(1,916.48)	(7,413.56)	70.59
Fund 410 - TAX INCREMENTAL DISTRICT #9							
Fund 410 - TAX INCREMENTAL DISTRICT #9:							
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		1,073.00	1,073.00	95.50	0.00	977.50	8.90
NET OF REVENUES & EXPENDITURES		(1,073.00)	(1,073.00)	(95.50)	0.00	(977.50)	8.90
Fund 411 - TAX INCREMENTAL DISTRICT #10							
Fund 411 - TAX INCREMENTAL DISTRICT #10:							
TOTAL REVENUES		0.00	0.00	1,885.92	702.39	(1,885.92)	100.00
TOTAL EXPENDITURES		1,073.00	1,073.00	143.25	47.75	929.75	13.35
NET OF REVENUES & EXPENDITURES		(1,073.00)	(1,073.00)	1,742.67	654.64	(2,815.67)	162.41
Fund 412 - TAX INCREMENTAL DISTRICT #11							
Fund 412 - TAX INCREMENTAL DISTRICT #11:							
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		1,073.00	1,073.00	143.25	47.75	929.75	13.35
NET OF REVENUES & EXPENDITURES		(1,073.00)	(1,073.00)	(143.25)	(47.75)	(929.75)	13.35
Fund 601 - SOMERS WATER UTILITY							
Fund 601 - SOMERS WATER UTILITY:							
TOTAL REVENUES		1,741,418.00	1,741,418.00	429,571.52	420,977.57	1,311,846.48	24.67
TOTAL EXPENDITURES		1,514,554.00	1,514,554.00	265,586.69	128,791.50	1,248,967.31	17.54
NET OF REVENUES & EXPENDITURES		226,864.00	226,864.00	163,984.83	292,186.07	62,879.17	72.28
Fund 602 - K.R. SEWER DISTRICT							
Fund 602 - K.R. SEWER DISTRICT:							
TOTAL REVENUES		222,409.00	222,409.00	57,091.06	55,747.41	165,317.94	25.67
TOTAL EXPENDITURES		369,429.00	369,429.00	48,109.75	16,187.55	321,319.25	13.02
NET OF REVENUES & EXPENDITURES		(147,020.00)	(147,020.00)	8,981.31	39,559.86	(156,001.31)	6.11
Fund 603 - UTILITY DISTRICT #1							
Fund 603 - UTILITY DISTRICT #1:							
TOTAL REVENUES		2,716,754.00	2,716,754.00	741,075.01	717,502.26	1,975,678.99	27.28
TOTAL EXPENDITURES		2,938,267.00	2,938,267.00	563,418.38	212,893.24	2,374,848.62	19.18
NET OF REVENUES & EXPENDITURES		(221,513.00)	(221,513.00)	177,656.63	504,609.02	(399,169.63)	80.20
Fund 604 - STORMWATER UTILITY							
Fund 604 - STORMWATER UTILITY:							
TOTAL REVENUES		290,000.00	290,000.00	334,668.36	0.00	(44,668.36)	115.40
TOTAL EXPENDITURES		546,189.00	546,189.00	34,772.14	15,853.00	511,416.86	6.37
NET OF REVENUES & EXPENDITURES		(256,189.00)	(256,189.00)	299,896.22	(15,853.00)	(556,085.22)	117.06
TOTAL REVENUES - ALL FUNDS		17,871,673.00	17,871,673.00	12,274,438.99	1,435,385.44	5,597,234.01	68.68
TOTAL EXPENDITURES - ALL FUNDS		16,384,166.00	16,384,166.00	3,840,838.91	972,078.58	12,543,327.09	23.44
NET OF REVENUES & EXPENDITURES		1,487,507.00	1,487,507.00	8,433,600.08	463,306.86	(6,946,093.08)	566.96

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

---

**WORK SESSION:** July 1, 2025

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

**PREPARED BY:** Josh Fugate, Utilities Manager

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

**AGENDA ITEM:** #5 Review and Discuss sewer televising quotes

---

**BACKGROUND:**

During significant rain events, the Pike Creek lift station experiences elevated inflow volumes, particularly from the sanitary system west of the station. Evidence suggests that a substantial portion of this inflow originates from the **Country Charms subdivision**, where sanitary sewer infrastructure was installed between **1963 and 1987**, with most dating to the 1960s.

The mains are constructed of **vitrified clay pipe (VCP)**, which is prone to **inflow and infiltration (I&I)** over time due to joint movement, gasket failure, and material degradation. Public Works and Baxter & Woodman have determined that **CIPP (Cured-In-Place Pipe) lining** is likely necessary to rehabilitate this system.

Before lining can occur, it is standard practice to **televising the sewer mains** to assess pipe conditions and determine which segments require lining.

**UPDATE:**

Public Works solicited televising quotes from **five contractors**. As of this memo, **two contractors** have submitted proposals.

**COMMENTS:**

It is recommended that the Village proceed with **Great Lakes TV Seal** for the following reasons:

- **Reputation:** Great Lakes has a proven track record and favorable performance history in similar projects.

- **Cost:** Their televising bid is **26% lower** than the next bidder, The Expeditors.
- **Scope:** One of their proposal also includes **pre-televising pipe cleaning**, which is a required step and would otherwise need to be handled separately by either the Village or the contractor.

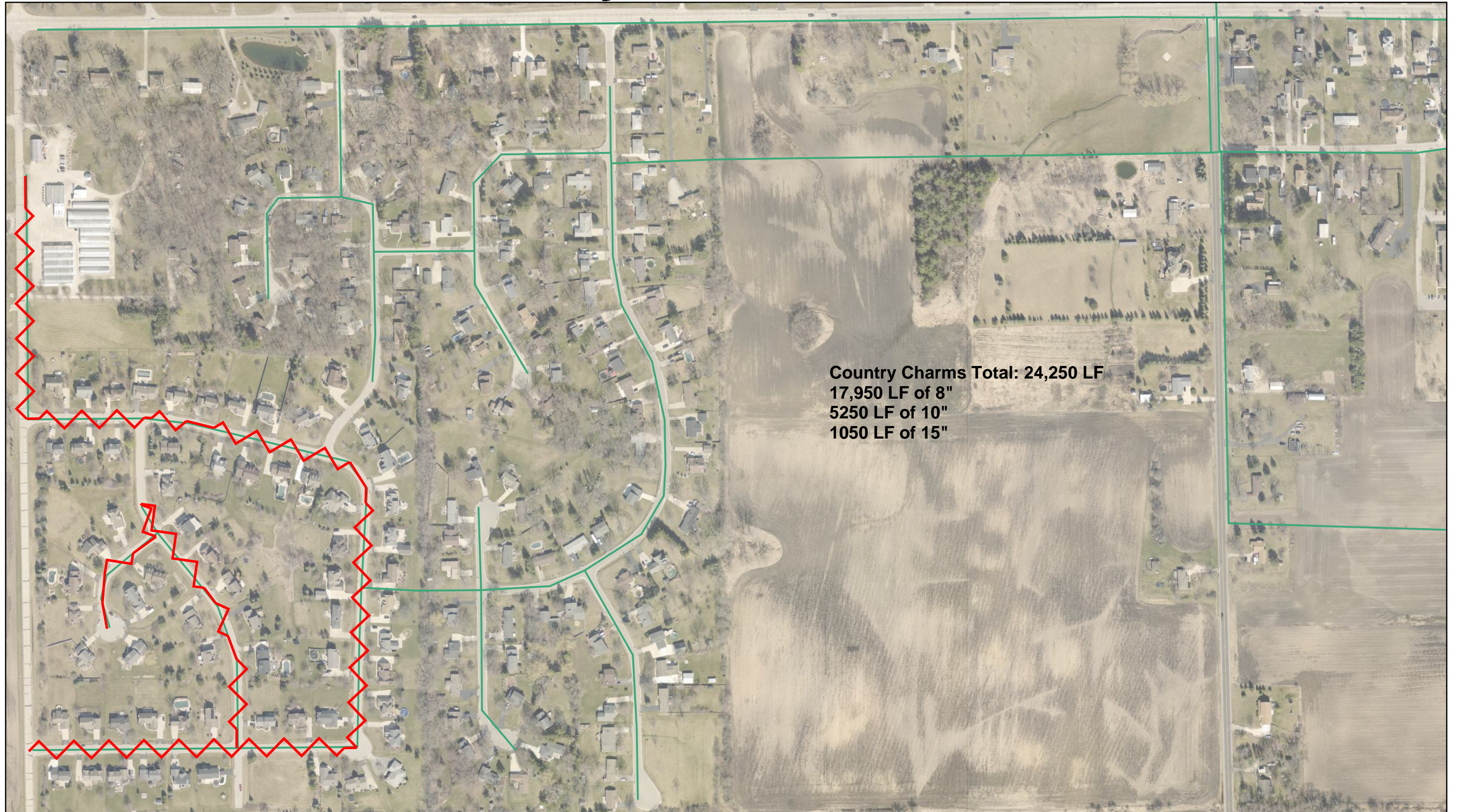
ATTACHMENTS:

Maps of the subdivisions

Quote from The Expeditors, Inc.

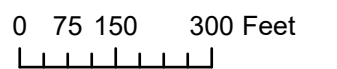
Quote from Great Lakes TV Sealing

# County Charms Area

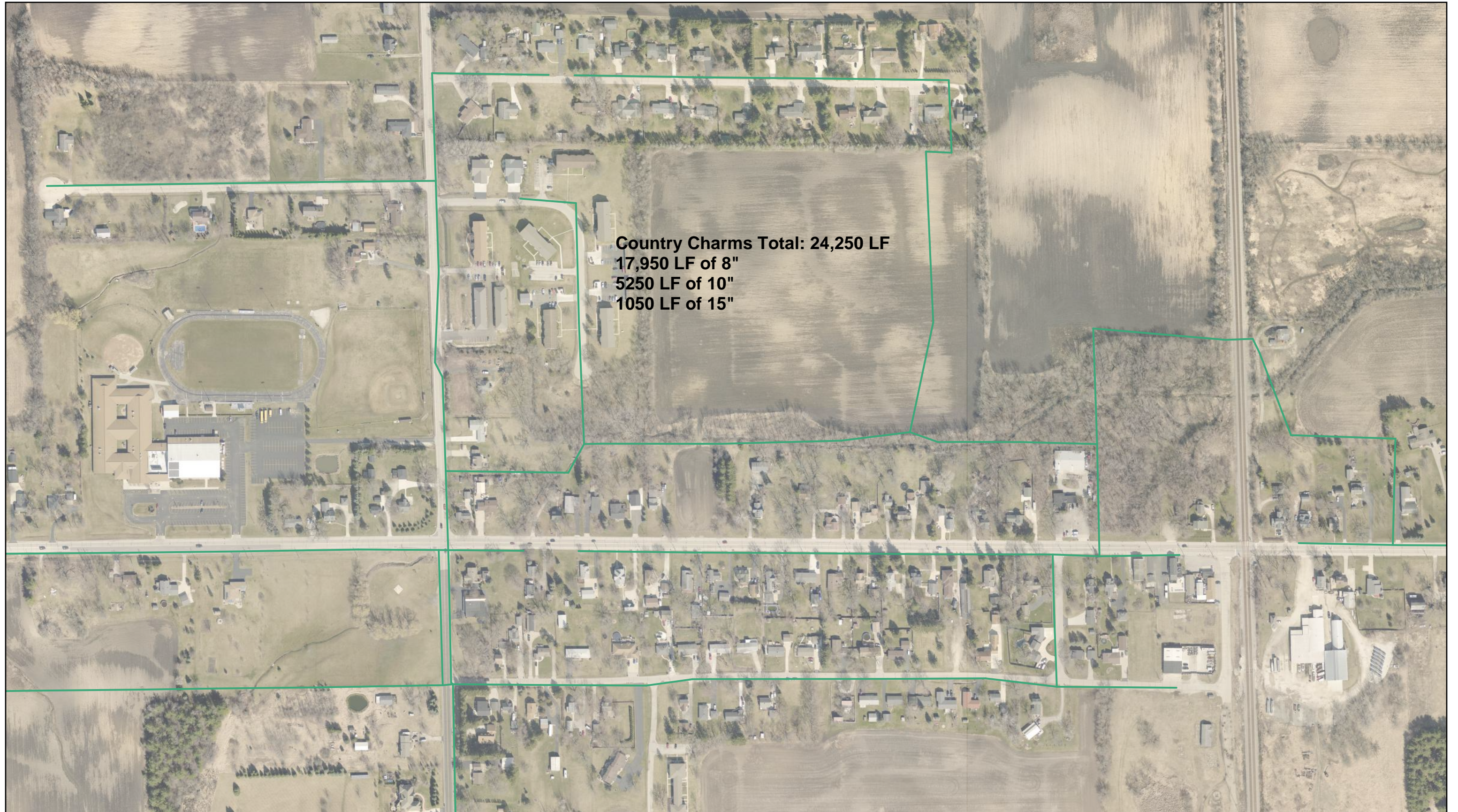


Country Charms Total: 24,250 LF  
17,950 LF of 8"  
5250 LF of 10"  
1050 LF of 15"

Total Laterals: 246

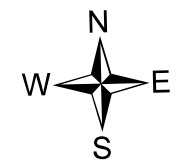


# County Charms Area (2)



**Country Charms Total: 24,250 LF**  
**17,950 LF of 8"**  
**5250 LF of 10"**  
**1050 LF of 15"**

**Total Laterals: 246**



0 75 150 300 Feet  
|-----|-----|-----|-----|

# Valley View



Valley View Total 6150 LF of 8"

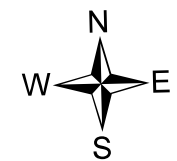
Total Laterals: 70



# Bikes Subdivision



**Bikes Subdivision 3275 LF of 8"**  
**Total Laterals: 46**



0 25 50 100 Feet  
A scale bar with markings at 0, 25, 50, and 100 feet.

# The Expeditors, Inc.

## QUOTATION

**CUSTOMER: Village of Somers**

**QUOTE DATE: 5-13-25**

**CONTACT: Josh Fugate**

**PROJECT: County Charm Area 2025-2026 Sanitary Sewer Televising**

**WORK DESCRIPTION: Televis 24,250' LF of 8"-15" Sanitary Sewer**

**QUOTE: 24,250 X \$.85 = \$20,612.50**

**\*City to clean sewers prior to televising**

**Thank you for the opportunity to bid this work. If you have any questions, please feel free to call us at 1-800-657-0879.**

**Sincerely,  
The Expeditors, Inc.**

**Peter J. Muchka**



**CUSTOMER SIGNATURE:**

**139 N. Main St. Dousman, WI. 53118  
Phone 800-657-0879 Fax 800-261-3582  
theexpeditors@aol.com**

# The Expeditors, Inc.

## QUOTATION

**CUSTOMER: Village of Somers**

**QUOTE DATE: 5-13-25**

**CONTACT: Josh Fugate**

**PROJECT: Bikes Subdivision 2025-2026 Sanitary Sewer Televising**

**WORK DESCRIPTION: Televis 3,275' LF of 8" Sanitary Sewer**

**QUOTE: 3,275 X \$.99 = \$3,242.25**

**\*City to clean sewers prior to televising**

**Thank you for the opportunity to bid this work. If you have any questions, please feel free to call us at 1-800-657-0879.**

**Sincerely,  
The Expeditors, Inc.**

**Peter J. Muchka**



**CUSTOMER SIGNATURE:**

**139 N. Main St. Dousman, WI. 53118  
Phone 800-657-0879 Fax 800-261-3582  
theexpeditors@aol.com**

# The Expeditors, Inc.

## QUOTATION

**CUSTOMER: Village of Somers**

**QUOTE DATE: 5-13-25**

**CONTACT: Josh Fugate**

**PROJECT: Valley View Area 2025-2026 Sanitary Sewer Televising**

**WORK DESCRIPTION: Televis 6,150' LF of 8" Sanitary Sewer**

**QUOTE: 6,150 X \$.99 = \$6,088.50**

**\*City to clean sewers prior to televising**

**Thank you for the opportunity to bid this work. If you have any questions, please feel free to call us at 1-800-657-0879.**

**Sincerely,  
The Expeditors, Inc.**

**Peter J. Muchka**



**CUSTOMER SIGNATURE:**

**139 N. Main St. Dousman, WI. 53118  
Phone 800-657-0879 Fax 800-261-3582  
theexpeditors@aol.com**

# The Expeditors, Inc.

## QUOTATION

**CUSTOMER:** Village of Somers

**QUOTE DATE:** 5-23-25

**CONTACT:** Josh Fugate

**PROJECT:** 2025 Sanitary Sewer Lateral Televising

**WORK DESCRIPTION:** Televis & Locate 362 Sanitary Sewer Laterals

**QUOTE:** 362 X \$189.00 = \$68,418.00

**\*Price does not include any cleaning**

**\*Full lateral price will be charged even if camera doesn't make it to building**

Thank you for the opportunity to bid this work. If you have any questions, please feel free to call us at 1-800-657-0879.

Sincerely,  
The Expeditors, Inc.

  
Peter J. Muchka

**CUSTOMER SIGNATURE:**

139 N. Main St. Dousman, WI. 53118  
Phone 800-657-0879 Fax 800-261-3582  
theexpeditors@aol.com

**TOTAL COST TELEWISE  
ONLY : \$98,631.25**



3600 Kewaunee Road  
 Green Bay, WI 54311  
 Phone: (920)863-3663  
 Fax: (920)863-3662

# Quotation

Quote Number:  
25794

Quote Date:  
May 14, 2025

**Quoted to:**

VILLAGE OF SOMERS  
 7511 - 12th Street  
 Kenosha , WI 53144

Page:  
1

Quote Good Thru	Payment Terms	Sales Rep
6/13/25	Net 30 Days	

Description	Unit of Measure	Quantity	Unit Price	Extension
REVISED WITH LATERAL TELEVISIONING	.			
2025 SANITARY SEWER INSPECTION	.			
MOBILIZATION/DEMOBILIZATION - TV UNIT AND CREW	EACH	1.00	950.000	950.00
COUNTRY CHARMS AREA	.			
PIPE INSPECTION	FOOT	24,250.00	0.620	15,035.00
VALLEY VIEW AREA	.			
PIPE INSPECTION	FOOT	6,150.00	0.620	3,813.00
PARKWAY AREA	.			
PIPE INSPECTION	FOOT	3,257.00	0.620	2,019.34
LATERAL TELEVISIONING	.			
LATERAL INSPECTION FROM MAIN	EACH	1.00	155.000	155.00
			<b>Estimated 362</b>	<b>\$56,110</b>
QUANTITIES ARE ESTIMATED, ACTUAL QUANTITIES WILL BE INVOICED	.			
WE ARE UNSURE OF OUR WORK LOAD CAPACITY AT	.			

Please notify Great Lakes within 30 days if the quotation is accepted and the above prices will be honored. This acknowledgment will enable us to schedule your work more efficiently. If prevailing wages apply - this quote will be adjusted accordingly. Bond fee and/or additional insurance requirements are not included in the quoted amount. If applicable, add the amount(s) to this quote.

Subtotal	Continued
Sales Tax	Continued
<b>Total</b>	Continued



3600 Kewaunee Road  
 Green Bay, WI 54311  
 Phone: (920)863-3663  
 Fax: (920)863-3662

# Quotation

Quote Number:  
25794

Quote Date:  
May 14, 2025

**Quoted to:**

VILLAGE OF SOMERS  
 7511 - 12th Street  
 Kenosha , WI 53144

Page:  
2

Quote Good Thru	Payment Terms	Sales Rep
6/13/25	Net 30 Days	

Description	Unit of Measure	Quantity	Unit Price	Extension
THIS TIME. WE HAD AN INFLUX OF WORK ORDERS AND A LARGE AMOUNT OF BIDS STILL AWAITING TO BE AWARDED. WE WILL DO OUR BEST TO COMPLETE IN A TIMELY MANNER.				
<div data-bbox="300 1171 1437 1507" style="background-color: yellow; padding: 20px;"> <p><b>TOTAL ONLY TELEVISIONING SEWER : \$77,927.34</b></p> </div>				
				<div data-bbox="1182 1549 1518 1633" style="background-color: yellow; padding: 5px;"> <p><b>\$21,972.34 + \$55,955 = \$77,927.34</b></p> </div>

Please notify Great Lakes within 30 days if the quotation is accepted and the above prices will be honored. This acknowledgment will enable us to schedule your work more efficiently.

If prevailing wages apply - this quote will be adjusted accordingly. Bond fee and/or additional insurance requirements are not included in the quoted amount. If applicable, add the amount(s) to this quote.

Subtotal	21,972.34
Sales Tax	<b>\$77,927.34</b>
<b>Total</b>	21,972.34



3600 Kewaunee Road  
 Green Bay, WI 54311  
 Phone: (920)863-3663  
 Fax: (920)863-3662

# Quotation

Quote Number:  
25794

Quote Date:  
Jun 23, 2025

**Quoted to:**

VILLAGE OF SOMERS  
 7511 - 12th Street  
 Kenosha , WI 53144

Page:  
1

Quote Good Thru	Payment Terms	Sales Rep
7/23/25	Net 30 Days	

Description	Unit of Measure	Quantity	Unit Price	Extension
REVISED WITH LATERAL TELEVISIONING	.			
2025 SANITARY SEWER INSPECTION	.			
MOBILIZATION/DEMOBILIZATION - VACTOR AND CREW	EACH	1.00	1,100.000	1,100.00
MOBILIZATION/DEMOBILIZATION - TV UNIT AND CREW	EACH	1.00	950.000	950.00
COUNTRY CHARMS AREA	.			
SANITARY SEWER CLEANING	FOOT	24,250.00	0.650	15,762.50
PIPE INSPECTION	FOOT	24,250.00	0.620	15,035.00
VALLEY VIEW AREA	.			
SANITARY SEWER CLEANING	FOOT	6,150.00	0.650	3,997.50
PIPE INSPECTION	FOOT	6,150.00	0.620	3,813.00
PARKWAY AREA	.			
SANITARY SEWER CLEANING	FOOT	3,257.00	0.650	2,117.05
PIPE INSPECTION	FOOT	3,257.00	0.620	2,019.34
LATERAL TELEVISIONING	.			
LATERAL INSPECTION FROM MAIN	EACH	1.00	155.000	155.00
		<b>Estimated 362</b>		
			<b>\$56,110</b>	

Please notify Great Lakes within 30 days if the quotation is accepted and the above prices will be honored. This acknowledgment will enable us to schedule your work more efficiently. If prevailing wages apply - this quote will be adjusted accordingly. Bond fee and/or additional insurance requirements are not included in the quoted amount. If applicable, add the amount(s) to this quote.

Subtotal	Continued
Sales Tax	Continued
<b>Total</b>	Continued



3600 Kewaunee Road  
 Green Bay, WI 54311  
 Phone: (920)863-3663  
 Fax: (920)863-3662

# Quotation

Quote Number:  
25794

Quote Date:  
Jun 23, 2025

**Quoted to:**

VILLAGE OF SOMERS  
 7511 - 12th Street  
 Kenosha , WI 53144

Page:  
2

Quote Good Thru	Payment Terms	Sales Rep
7/23/25	Net 30 Days	

Description	Unit of Measure	Quantity	Unit Price	Extension
<p>QUANTITIES ARE ESTIMATED, ACTUAL QUANTITIES WILL BE INVOICED</p> <p>WE ARE UNSURE OF OUR WORK LOAD CAPACITY AT THIS TIME. WE HAD AN INFLUX OF WORK ORDERS AND A LARGE AMOUNT OF BIDS STILL AWAITING TO BE AWARDED.</p> <p>WE WILL DO OUR BEST TO COMPLETE THIS YEAR.</p>	.			

**TOTAL WITH CLEANING & TELEVISIONING SEWER :  
 \$101,059.39**

Please notify Great Lakes within 30 days if the quotation is accepted and the above prices will be honored. This acknowledgment will enable us to schedule your work more efficiently.

If prevailing wages apply - this quote will be adjusted accordingly. Bond fee and/or additional insurance requirements are not included in the quoted amount. If applicable, add the amount(s) to this quote.

Subtotal	44,949.39
Sales Tax	
<b>Total</b>	<b>44,949.39</b>



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

---

**WORK SESSION:** July 1, 2025

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

**PREPARED BY:** #6 Scott Seymour, Building Inspector

**AGENDA ITEM:** Discuss a proposed change to Village Ordinance 17.32(B)

---

**BACKGROUND:**

The Village of Somers Building Inspector receives complaints from residents regarding sump pump and gutter downspouts discharging onto neighboring property.

**COMMENTS:**

It has been a long standing but often unwritten rule that a property owner cannot dump their water onto a neighbor. Ordinances in many Wisconsin municipalities prohibit discharging sump pumps, downspouts, or other drainage systems onto an adjacent property. The Village of Somers does not currently have this needed language in our ordinances. Updating our ordinance would help clear up a number of situations, and prevent future problems with new construction within the Village.

**ATTACHMENTS:**

Village Ordinance Section 17.32(B)

ORDINANCE NO. 25-\_\_\_\_\_

AN ORDINANCE TO REPEAL AND RECREATE SECTION 17.32(B)  
OF THE CODE OF ORDINANCES OF THE  
VILLAGE OF SOMERS REGARDING ILLICIT DISCHARGES AND  
CONNECTIONS–DISCHARGES PROHIBITED

---

The Village Board of Trustees of the Village of Somers, Kenosha County,  
Wisconsin, hereby repeals and recreates Section 17.32(B) of the Code of Ordinances of the  
Village of Somers to read as follows:

(B) **Discharges Prohibited**. No person shall discharge, spill or dump substances or materials which are not entirely composed of stormwater into receiving bodies of water or onto driveways, sidewalks, parking lots or other areas that drain into the storm drainage system.

Water from swimming pools, roof drains, sump pumps, and other similar devices shall not be discharged from a property in a way which would adversely impact neighboring properties.

No sump or roof discharge whether by hose, trench or in any other manner, shall be installed or maintained to discharge, run and flow into an adjacent property.

Dated at Somers, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

VILLAGE OF SOMERS

By: \_\_\_\_\_  
George Stoner, President

Attest: \_\_\_\_\_  
Wendy Burnette, Clerk/Treasurer



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

---

**MEETING DATE:** July 1, 2025

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

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

**AGENDA ITEM:** #7 Review and discuss applications for “Class B” (Picnic) Beer License from Hyslop Foundation DBA Hawthorn Hollow Nature Sanctuary & Arboretum, located at 880 Green Bay Road for the Pike River Benefit Concert Series #3 on August 8, 2025, and their Walk in the Woods Art Fair on September 6, 2025, and a request to waive fees.

---

**BACKGROUND:**

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

They approached the Village to request a “Class B” (Picnic) Beer License for the Pike River Benefit Concert Series on August 8<sup>th</sup> and for their Walk in the Woods Art Fair on September 6, 2025.

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

**ATTACHMENTS:**

Temporary “Class B” Applications – August 8<sup>th</sup>

Temporary “Class B” Application – September 6<sup>th</sup>

Request to Waive Fee Letter

Temporary Alcohol Beverage License

Municipality  
Village of Somers

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

**Part A: Organization Information**

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

2. Organization Permanent Address  
880 Green Bay Rd

3. City  
Kenosha

4. State  
WI

5. Zip Code  
53144

6. Mailing Address (if different from permanent address)

7. FEIN  
39-6061420

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

9. State of Organization/Incorporation  
WI

10. Phone  
(262) 552-8196

11. Email  
thehollow@hawthornhollow.org

12. Organization type (check one)

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

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

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

**Part B: Individual Information**

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

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

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

Continued →



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

Part A: Organization Information		
1. Organization Name Hyslop Foundation DBA Hawthorn Hollow Nature Sanctuary & Arboretum		
2. Organization Permanent Address 880 Green Bay Rd		
3. City Kenosha	4. State WI	5. Zip Code 53144
6. Mailing Address (if different from permanent address)		
7. FEIN 39-6061420	8. Date of Organization/Incorporation 12/26/62	9. State of Organization/Incorporation WI
10. Phone (262) 552-8196	11. Email thehollow@hawthornhollow.org	
12. Organization type ( <i>check one</i> )		
<input checked="" type="checkbox"/> Bona Fide Club <input type="checkbox"/> Church <input type="checkbox"/> Fair Association/Agricultural Society <input type="checkbox"/> Veteran's Organization <input type="checkbox"/> Lodge/Society <input type="checkbox"/> Chamber of Commerce or similar Civic or Trade Organization under ch. 181, Wis. Stats.		
13. Is this organization required to hold a Wisconsin Seller's permit? ..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
14. Wisconsin Seller's Permit Number (if applicable)		

Part B: Individual Information			
List the name, title, and phone number for all officers, directors, and agent of the organization. Include an Individual Questionnaire (Form AB-100) for each person listed below. Attach additional sheets if necessary.			
Corporations must also include Alcohol Beverage Appointment of Agent (Form AB-101).			
Last Name	First Name	Title	Phone
Leveque	Timothy	Director/Agent	(262) 705-9278
Andrea-Schlenker	Susan	President	(262) 515-3555
Kozak Bishop	Charlotte	Treasurer	(262) 496-6830
Halmo	Sandra	Secretary	(262) 960-3806

Continued →





**HAWTHORN HOLLOW**  
NATURE SANCTUARY AND ARBORETUM

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

April 1, 2025

Dear Ms. Burnette,

Hawthorn Hollow and the Friends of Hawthorn Hollow will be holding our Pike River Benefit Concert series this year on June 13, July 11 and August 8. Our Walk in the Woods Art Fair will be held on September 6<sup>th</sup>. We are applying for Temporary Class B and "B" licenses for all four of these events, with the Friends of Hawthorn Hollow applying for the first two and Hawthorn Hollow (Hyslop Foundation) applying for the August concert and the Art Fair.

The sale of alcoholic beverages such as wine, seltzer and craft beer help with the proceeds of these events, and add to the flavor of the day. If granted the Temporary Class B and Class "B" Licenses, could you please ask the Village Board to waive the accompanying fees for these fundraising events?

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

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

Sincerely,

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

# ***SOMERS FIRE & RESCUE***



CHIEF  
Benjamin Andersen

P.O. Box 197  
Somers, WI 53171  
(262-859-2277)

---

Village President and Trustees

Memo Topic: Station 2 soil boring

Submitted By Chief Andersen 06/26/2025

Reviewed by Assistant Administrator Kevin Poirier

Village Board Members I am requesting that we review and discuss the 2 proposals submitted to the village for soil boring at the park area behind Fire Station 2. As previously discussed, we are considering building a new station on this site and there are some concerns since it was previously a town dump site. There is very little historical data on the dump site so we thought it was best to check the site before proceeding to plan a building to make sure we can build. Attached are the two proposals for your review and discussion on.

Respectfully Submitted Chief Andersen



# ECS Midwest, LLC

Proposal for Subsurface Exploration and Geotechnical  
Engineering Services

Somers Fire Station 2

818 12<sup>th</sup> Street  
Kenosha, Kenosha County, Wisconsin

ECS Proposal No. 42:4195-GP

June 9, 2025





June 9, 2025

Mr. Benjamin Anderson  
Village of Somers  
7511 12th Street  
PO Box 197  
Somers, Wisconsin 53171

ECS Proposal No. 42:4195-GP

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering Services  
**Somers Fire Station 2**  
818 12<sup>th</sup> Street  
Kenosha, Kenosha County, Wisconsin

Dear Mr. Anderson:

As requested, ECS Midwest, LLC (ECS) is pleased to provide the following **lump sum** proposal for subsurface exploration and geotechnical engineering services for the above referenced project. This proposal outlines our understanding of the project, the proposed scope of services, activity schedule, fees, and authorization requirement.

### PROJECT BACKGROUND INFORMATION

In preparing this proposal, we have reviewed the Request for Proposal and discussed the overall project with your firm. We have also reviewed the available geologic and geotechnical information in our files in vicinity of the site. The following is a summary of the sources of information used in preparing this proposal:

- Emails between Brett Biber and Doug Snyder with Baxter & Woodman, Ben Anderson with the Village of Somers, and Darin Maciolek with ECS on June 3, 2025.
- Kenosha County Interactive Mapping aerial photo showing the property location and general area of the property for the new fire station.

### Existing Site Conditions

The project site is located at 818 12<sup>th</sup> Street in Kenosha, Kenosha County, Wisconsin. The subject property is bounded to the north and east by residential developments, to the south by 12<sup>th</sup> Street, and to the west by railroad tracks. The site is currently an undeveloped, grass-covered area north of the existing fire station. Some trees are present generally at the perimeter of the site. A site-specific topographic survey was not available. The ground surface elevations at the site, estimated from the topographic information on the Kenosha County Interactive Mapping website, vary from approximately EL. 613 to EL. 618 feet.

## Project Description

The area was reportedly an old dump site, and the existing building is reportedly having settlement issues. No official records of the dumpsite are available, but varying descriptions from very old residents point to some type of old dumping at the site there a long time ago. We understand the proposed project will include the construction of a new fire station building and pavement. Details about the building, including its location within the site, are not known currently. The information in the table below summarizes our understanding and estimates of the project.

DESIGN INFORMATION			
Subject		Expectation	
Building	Construction	Steel frame and masonry	B
	Dimensions	Unknown	R
	Usage	Fire Station	R
	Levels	Single-story, slab-on-grade	B
	Column Loads	180 kips maximum	B
	Wall Loads	5 kips per lineal foot (klf) maximum	B
	Slab-on-Grade Live Load	250 psf and 24-kip concentrated load	B
	Finished Floor Elevation	616±	B
	Foundation Type	Conventional shallow spread footing foundation system	B
	Settlement Tolerance	1 inch total and ½ inch differential	B
Pavement	Type	Hot mix asphalt (concrete in high stress areas)	B
	Traffic	Unknown – Expected to be less than 100 18-kip ESALs per day. Potential for and 24-kip concentrated loads.	B
	Design Service Life	20 years	B
Site Grading	Cut	Less than 3 feet	B
	Fill	Less than 3 feet	B

R: Reported by client and/or design team

B: Based on ECS estimates in absence of information from client and/or design team

Estimates and presumptions were made in the formation of our scope of services. If different information becomes available and/or the design criteria are changed, we would be pleased to revise our scope of services. Please note that a topographic drawing and grading plan was not available at the time of this proposal. ECS should be provided with topographic drawings and a grading plan prior to initiating our services to review our proposed depth of borings regarding actual cut/fill depths and make changes to our proposed scope and fee as necessary.

## SCOPE OF SERVICES

Our integrated services will include drilling borings by drilling crews based on instructions provided by ECS. Our services will also include laboratory testing of representative soil samples, and engineering analyses presented in a site-specific engineering report.

## Utility Clearance

Per state law, our drilling subcontractor will contact Diggers Hotline, Inc. the public utility to locate underground utilities at the site. Typically, Diggers Hotline, Inc. will not locate utilities beyond the point of distribution (meters or gauge points) on private property. The risk of hitting utilities that Diggers Hotline, Inc. did not mark can be reduced by engaging a private utility locating service. The risks include hitting gas lines, electrical lines, fiber optic lines, and many other utility service lines. This can result in

electrocution, gas leaks or explosions, loss of services to businesses as well as tremendous costs for lost business, interruption of service, and repair along with potential legal liability.

We **have** included the cost of a private utility line locator in our “Base Services”.

Private utility locator services can aid in identifying utilities that incorporate significant iron content in the conduit materials. However, utilities without significant ferrous (iron) content are more difficult to detect. These include most sanitary sewer alignments, copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, irrigation lines, etc.

Using a private utility locator does not guarantee that all utilities will be identified. However, this service lowers the risk and potential liability of the client while also protecting the safety of our field exploration crews.

We will coordinate our exploration locations around marked utilities and utilities pointed out to us by the owner/client. However, we will not be responsible for any utilities not marked or not pointed out to us by the landowner or client.

### Site Access

Regarding site access, we have made the following assumptions:

- No special permits or work outside of normal working hours will be required.
- Landowner notification will be provided by the client. ECS will work with the project team in providing site access diagrams for the drill rig as needed, but actual coordination with landowners to obtain access permission will be provided by the client.
- Parking within the work areas will be blocked off prior to our arrival. ECS cannot be held responsible for damage to, nor the cleanliness of, vehicles not moved from the work area.

### Field Exploration

ECS proposes to perform the following in general accordance with the local standards and practices listed:

- a. Field locate the test locations by handheld GPS unit. Elevations will be interpolated from the plans provided or referenced from available published/online topographical information. If more precise locating of the borings or ground elevations at the boring locations is desired, we recommend a surveyor be retained.
- b. Obtain a public utility locate ticket for location of underground lines. See further information in the Utility Clearance section above.
- c. Mobilize a truck or track mounted drilling rig to the site.

- d. Perform soil test borings (ASTM 1586/1587 Standard Sampling) at the approximate locations shown on the figure below.



BORING NO.	SITE FEATURE	PROPOSED DRILLING	TOTAL LINEAR FEET OF DRILLING
B-01 through B-05	Site	5 SPT* Borings to 20 feet deep	100
		<b>Total Drilling Footage</b>	<b>100</b>

\*Standard Penetration Test

- e. Measure the depth of groundwater within each exploration location at the time of drilling and/or prior to backfilling.

The explorations will be extended to the depths listed above or to mechanical refusal (shallow rock or other impenetrable obstructions), whichever occurs first. Please note that a minimum charge of 10 feet will apply to each location terminated at a depth less than 10 feet.

**Site Departure Conditions**

Upon completion of subsurface exploration, we will backfill each of the locations and mound the excess spoils back up over the test location. Some post drilling settlement of the boreholes should be expected and may require future maintenance to repair any settlement and prevent a hazard. This maintenance is not included in our scope of services or fees. No other restoration will be provided. ECS will not be responsible for restoration of, but not limited to the following: grass or ruts caused by drilling operations. The client must communicate areas that must not be disturbed in advance of field operations.

Typically, we will not provide site repairs beyond what is outlined above unless specifically contracted. Alternatively, we will remove excess spoils from job sites and dispose of them in an approved manner for a negotiated fee.

Please note that some disturbance to off-pavement, gravel-covered, grass-covered areas might occur. We will attempt to limit such disturbance; however, we have not budgeted for site repairs including filling of tire ruts, seeding of lawn areas, etc. If necessary, additional site repairs can be provided at an additional cost.

### Laboratory Testing

Upon completion of field exploration operations, the samples will be returned to our laboratory for further identification, visual classification, and testing. Laboratory testing may include the following:

LABORATORY TEST	QUANTITY
Natural Moisture Content	Cohesive Samples
Calibrated Hand Penetrometer	Cohesive Samples

### Engineering Report

Upon completion of the field exploration, laboratory testing, and engineering analyses, we will prepare a written engineering report that will include:

- a. A review of published soils mapping and/or geologic information.
- b. Observations from our site reconnaissance and personnel on the drill rig, including current site conditions, surface drainage features, and surface topographic conditions, and/or available satellite imagery.
- c. A description of the field exploration and laboratory tests performed.
- d. A site location diagram and a field exploration diagram.
- e. Final logs of the soil borings in accordance with industry standard practices for geotechnical engineering.
- f. The results of the laboratory tests will be plotted on the final exploration logs and/or included on separate test report pages.
- g. Discussion of the subsurface materials encountered along with groundwater conditions observed.
- h. Subsurface cross sections/profiles may be included that graphically represent the subsurface conditions.
- i. Recommendations for appropriate shallow foundation system and their allowable bearing pressures as well as estimates of predicted foundation settlement. If required, we can provide recommendations for suitable intermediate foundations, ground improvement options, or deep foundations in the event estimated settlements of shallow foundations are not tolerable.
- j. Recommendations for slab-on-grade floor slabs including recommendations for subgrade improvements and underslab subdrainage recommendations, as necessary.
- k. Evaluation of the on-site soil characteristics and a discussion of their suitability for reuse as engineered fill to support grade slabs and pavements. We will also include compaction recommendations and suitable material guidelines.
- l. Pavement subgrade design parameters (i.e., CBR and modulus of subgrade reaction) will be provided and estimated based on the classification and index properties of the anticipated pavement subgrade soil and engineering judgment. Recommendations for pavement subgrade preparation and pavement drainage considerations will be included. Recommendations for preliminary pavement design can also be provided if the site-specific traffic in 18-kip ESALs is provided. A brief discussion regarding maintenance will also be included.

- m. Recommendations for seismic site classification in accordance with the International Building Code.
- n. Recommendations for additional subsurface exploration, laboratory testing, and/or consultation that may be required to complete the geotechnical assessment and engineering recommendations.

## FEE

ECS will provide the services outlined in this proposal (“Base Services”) for a lump sum fee of \$5,616, plus any optional services authorized.

Our fee assumes that the site is accessible based upon our assumptions detailed in this proposal. If additional services/fees are requested or required based on differing site conditions, unreported contaminated materials, access issues (i.e., snow cover, heavily wooded, soft subgrades, etc.) or difficult drilling conditions (i.e., SPT blow counts greater than 50 blows/foot or fill materials containing debris, etc.) we will contact your office (or assigned representative) for verbal and written authorization to proceed with the additional services.

## SCHEDULE

Our ability to access the site and perform the field exploration may be impacted by precipitation, excessive temperatures or other atmospheric conditions, as well as utility clearance and drilling rig availability at the time of notice to proceed. Field exploration will be performed during normal business hours Monday through Friday. If work needs to be performed at night or on weekends, there will be an additional fee.

We have assumed that the client will assist in accessing the site (with the current site owners/occupants). We anticipate the following project schedule:

TASK	APPROXIMATE SCHEDULE
Mobilization	10 weeks
Field Exploration	1 day
Laboratory Testing	3 days
Engineering Report	1 weeks
<b>Total</b>	<b>12 weeks</b>

## CLOSING

Our “Terms and Conditions of Service,” are an integral part of our proposal. If other services are required because of unexpected field conditions, or because of a request for additional services, they will be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, we will contact you for your review and authorization.

Our insurance carrier requires that we receive written authorization prior to initiation of work and a signed contract prior to the release of any work product. This letter is the agreement for our services. If notice to proceed is provided verbally, through email, or by other means, the Client is bound by the terms and conditions attached to this proposal.

Your acceptance of this proposal may be indicated by signing and returning a copy of this proposal to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully submitted,

**ECS MIDWEST, LLC**



**Lauren McGovern**  
**Geotechnical Staff Project Manager I**  
**lmcgovern@ecslimited.com**



**Darin Maciolek, P.E.**  
**Geotechnical Department Manager**  
**dmaciolek@ecslimited.com**

Enclosures: Proposal Acceptance Sheet  
Terms and Conditions of Service  
Important Information about This Geotechnical Engineering Proposal

**PROPOSAL ACCEPTANCE**

Proposal No.: 42:4195-GP  
 Scope of Work: Subsurface Exploration and Geotechnical Engineering Services  
 Project: Somers Fire Station 2  
 Location: 818 12<sup>th</sup> Street, Kenosha, Kenosha County, Wisconsin  
 Base Services: \$5,616

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Please complete this page and return one copy of this proposal to ECS to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client’s signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

**BILLING INFORMATION**  
 (please print or type)

Invoice Delivery Preference:  Electronic (email)  Hardcopy (USPS)

	<u>Invoice Addressee</u>	<u>Report Addressee</u>
Contact Name:	_____	_____
Company:	_____	_____
Title:	_____	_____
Email:	_____	_____
Mailing Address	_____	_____
City, State, Zip:	_____	_____
Telephone No.:	_____	_____

Client Project/Account Number: \_\_\_\_\_  
 Special Conditions for Invoice: \_\_\_\_\_  
 \_\_\_\_\_

ECS offers a full array of services to assist you with *all* phases of your project, including but not limited to:

- Phase I, II and III Environmental Site Assessments	- Third Party Mechanical, Electrical, Plumbing Inspections Services	- Building Envelope, Roofing, and Waterproofing Consultation
- Wetlands Delineations	- Construction Materials Testing and Special Inspections	- Specialty Materials and Forensics Testing
- Asbestos/Lead Paint Services	- LEED® Consulting Services	- Monitoring Services
- Indoor Air Quality/Mold Services	- Geo-Structural Design	- Pre- and Post-Construction Condition Assessments
- Natural Resources		
- Groundwater Remediation		



## ECS Midwest, LLC TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Midwest, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

**1.0 INDEPENDENT CONSULTANT STATUS** - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

**2.0 SCOPE OF SERVICES** - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

### **3.0 STANDARD OF CARE**

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

### **4.0 CLIENT DISCLOSURES**

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

**5.0 INFORMATION PROVIDED BY OTHERS** - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

**6.0 CONCEALED RISKS** - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

### **7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES**

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

### **8.0 UNDERGROUND UTILITIES**

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

### **9.0 SAMPLES**

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

### **10.0 ENVIRONMENTAL RISKS**

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

## **11.0 OWNERSHIP OF DOCUMENTS**

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, its licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

## **12.0 SAFETY**

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

## **13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES**

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

- 14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

## **15.0 BILLINGS AND PAYMENTS**

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.
- 15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

## **16.0 DEFECTS IN SERVICE**

- 16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT'S personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

- 17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

## **18.0 LIMITATION OF LIABILITY**

- 18.1 **CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.**

- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or two (2) times the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.

## **19.0 INDEMNIFICATION**

19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.) ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.

19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**

19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**

19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

## **20.0 CONSEQUENTIAL DAMAGES**

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

## **21.0 SOURCES OF RECOVERY**

21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 **THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

## **23.0 DISPUTE RESOLUTION**

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

## **24.0 CURING A BREACH**

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

## **25.0 TERMINATION**

25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 **TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 **ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 **SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 **SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

## **30.0 TITLES; ENTIRE AGREEMENT**

30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.

30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT

## Important Information about This

# Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

### Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

### Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

### Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

*is an offer to better manage your risk.* Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

### **Realize That Geoenvironmental Issues Have Not Been Covered**

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

### **Obtain Professional Assistance To Deal with Mold**

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project **is not** a mold prevention consultant; **none of the services being offered have been designed or proposed for the purpose of mold prevention.**

### **Have the Geotechnical Engineer Work with Other Design Professionals and Constructors**

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

### Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal’s provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

### Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm’s membership in GBA by contacting GBA directly or at its website.



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GESTRA Engineering, Inc.  
191 W. Edgerton Avenue  
Milwaukee, WI 53207  
Phone: (414) 933-7444  
Fax: (414) 933-7840

June 11, 2025

Mr. Brett D. Biwer, PE (email: BBiwer@baxterwoodman.com)  
Baxter & Woodman  
256 S. Pine Street  
Burlington, WI 53105

Re: Proposal for Preliminary Geotechnical Engineering Services  
Proposed Fire Station  
Somers, Wisconsin  
GESTRA Proposal P25258

Dear Mr. Biwer,

GESTRA Engineering, Inc. (GESTRA) appreciates the opportunity to provide this proposal for geotechnical engineering services for the above project. The following proposal outlines the project information, scope of services to be performed, and the fees for providing these services. Our proposal is based on the information provided in your emails on June 3 and 6, 2025.

Project Information:

The proposed site is north of CTH E and east of the Union Pacific rail line (site address 818 12<sup>th</sup> St, Kenosha, WI). The Village of Somers (Village) is considering building a new fire station in the undeveloped area north of the existing Fire Station #2. The undeveloped area is estimated at 1.3 acres.

It was reported that the property was an old landfill site and the existing fire station building is having settlement issues. The original building was constructed in 1975 and settlement indications such as cracks in the floor slab and step cracks in the masonry at the building corners are present.

Scope of Geotechnical Services:

GESTRA proposes the following scope of services based on our understanding of the project. Our proposal is based on the current site information available related to the project. We recommend our scope be reviewed before authorization with respect to any additional project information that may become available.

1. Review historical information (if available) to select the boring locations.
2. Contact Diggers Hotline to identify the utility locations prior to drilling. This proposal assumes the Village will locate any utilities not identified through Diggers Hotline. An additional fee has been provided if a private utility locator is required.
3. Perform field layout of the boring locations measured from existing site features. Elevations and as drilled locations of the boreholes will be obtained by GESTRA using a

Geomax Zenith 35 GNSS-INS receiver or survey rod and level. Locations and elevations will not be obtained by a licensed surveyor.

4. Perform two (2) standard penetration test (SPT) soil borings, each to a depth of 30 feet. The borings will be sampled at 2-½ foot intervals to 15 feet and 5-foot intervals thereafter. Our site work will include abandonment of the boreholes per WDNR requirements and excess drilling spoil will be thin spread on site.
5. Perform laboratory soil tests to assign classification and engineering properties to the soils encountered. Dependent upon the types of soil encountered, the testing may include hand penetrometer, unconfined compressive strength, moisture and organic content, Atterberg limits, and grain size analysis.
6. Prepare a preliminary engineering report presenting the results of the field exploration, laboratory testing, and providing a discussion related to shallow foundations and allowable bearing capacity, alternate foundation options, anticipation and management of groundwater, site preparation/soil correction, and future geotechnical exploration.

Our proposal is prepared based on an assumption that the soil borings will be performed using a track mounted drill rig, our client will coordinate clear access to the boring locations, and drilling spoils will be left on site. We have also assumed no vegetation or other obstructions will need to be removed to access the borings, borings may be adjusted depending on access, and that drilling spoil is clean (not contaminated) and requires no special handling. The scope of services does not include provisions for special OSHA, hazardous, or contaminated soil drilling conditions or drilling spoil handling.

The backfill of soil borings can and do settle or expand in some situations. By accepting this proposal, the client and the property owner understand they are responsible for monitoring and repair of any boreholes after GESTRA's site work is complete as these locations can cause a hazard which may lead to threat of injury to persons or animals. Soil samples will be stored for a minimum of 30 days after completion of the report before disposal.

#### Fees

The lump sum fee for the above scope of services is **\$5,150.00**. *If a private utility locator is required, an additional fee of \$500 will apply.*

Our fees include all the field tests, laboratory soil tests, and the preliminary engineering report as described above. Any additional work after issuance of the final report, including the attendance of meetings or requests for information will be charged on a time and materials basis. Should unanticipated conditions be encountered, such as soft soil or soft surficial soils, which we feel requires additional borings or laboratory testing beyond the work scope proposed, we will contact you immediately to describe the conditions encountered and to receive additional authorization before performing any additional work. A reduction in scope will not result in a direct unit price reduction in total fee due to other factors built into the total cost.

Optional Additional Scope- Existing Fire Station Property

If future renovation work is planned, the project may benefit from a boring on the existing fire station property. If performed, the lump sum fee for an additional 30 feet deep boring with laboratory testing is **\$900.00**.

Schedule

We can generally begin the field exploration within twenty working days after written authorization to proceed is given, but a minimum 3 days is required for utility locating by Diggers Hotline. We assume the field work will take 1 day to complete. The report will be submitted within three weeks after completion of the field and laboratory testing work.

Remarks

GESTRA appreciates the opportunity to propose on this project. To authorize our services, please endorse the enclosed Statement of Authorization and return it to us. If you have any questions concerning this proposal or if we can be of any further services to you, please contact me at 414-933-7444.

Sincerely,  
GESTRA Engineering, Inc.



Douglas Dettmers, P.E.  
Senior Engineer

Attachments

Statement of Authorization

\_\_\_\_\_ hereby authorizes GESTRA Engineering, Inc. to proceed with the Preliminary Geotechnical Engineering Services for the proposed Fire Station project in Somers, Wisconsin in accordance with the terms and scope of the attached proposal.

**Initial for authorized services:**

\_\_\_\_\_ Base scope

\_\_\_\_\_ Private utility locator

\_\_\_\_\_ Additional 30 ft boring

Authorized by: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



GEOPROBE DRILLING SERVICES

	<u>Rate</u>	
1. Geoprobe Sampling (0-30') .....	\$11.00/	Ft
2. Geoprobe Borehole Abandonment .....	\$2.50/	Ft
3. Geoprobe Mobilization .....	Special Quote	

EQUIPMENT RENTAL AND TRAVEL EXPENSES

1. Mobilization .....	personnel rate + trip fee	
2. Per Diem .....	Special Quote	Day
3. Steam Cleaner Rental .....	\$250.00/	Day
4. Core Machine/Generator Rental .....	\$150.00/	Day
5. DCP Equipment Rental .....	\$150.00/	Day
6. Additional Insured Insurance Endorsements .....	Actual Cost x 1.1	
7. Subcontractor, Airfare, Car Rental, & Misc. Expenses .....	Actual Cost x 1.1	

Overtime will be charged at 1.5 times normal rate for work performed prior to 7:00 am and after 5:00 pm, for work in excess of 8 hrs per day or on Weekends and Holidays.

All invoices due net 30 days. 18% Annual Interest Charges for past due billing.

## General Conditions

- 1. Scope of Work:** GESTRA Engineering, Inc. (hereinafter referred to as "GESTRA") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing, consulting or other service to be performed by GESTRA as set forth in GESTRA's proposal, the client's acceptance thereof if accepted by GESTRA and these General Conditions. "Client" refers to the person or business entity ordering the work to be done by GESTRA. If the client is ordering the work on behalf of another, the client represents and warrants that the client is the duly authorized agent of the said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, the client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for the client's intended purpose. Client will communicate these General Conditions to each and every third party to whom the client transmits any part of GESTRA's work. GESTRA shall have no duty or obligations to any third party greater than that set forth in GESTRA's proposal, client's acceptance thereof and these General Conditions. The ordering of work from GESTRA shall constitute acceptance of the terms of GESTRA's proposal and these General Conditions.
- 2. Tests and Engineering Observations:** Client shall cause all tests and engineering observations of the site, materials and work performed by GESTRA or others to be timely and properly performed in accordance with the plans, specifications, and contract documents and GESTRA's recommendations. No claims for loss, damage, or injury shall be brought against GESTRA by client or any third party unless all tests and engineering observations have been so performed and unless GESTRA's recommendations have been followed. Client agrees to indemnify, defend and hold GESTRA, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and engineering observations are not so performed or GESTRA's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of GESTRA, its officers, agents or employees, subject to the limitation contained in paragraph 10. GESTRA may, in the course of its engineering forensic failure studies perform cuts or remove portions of building components as part of the study. In the event that a contractor is not so provided by client, client agrees that GESTRA may make and remove such cuts as GESTRA deems necessary in the course of the study. Cut areas will be temporarily patched by GESTRA personnel. Client agrees to pay for the costs of the materials and labor needed for any and all temporary repairs and will hold GESTRA harmless for any and all damages to the building systems, building and its contents which may arise for the removal and repair of the cuts.
- 3. Scheduling of Work:** The services set forth in GESTRA's proposal and client's acceptance will be accomplished in a timely, workmanlike and professional manner by GESTRA personnel at the prices quoted. If GESTRA is required to delay commencement of the work or if, upon embarking upon its work, GESTRA is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of GESTRA, additional charges will be applicable and payable by client.
- 4. Access to Site:** Client will arrange and provide such access to the site as is necessary for GESTRA to perform the work. GESTRA shall make reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, GESTRA has not included in its fee the cost of restoration of damage which may occur. If client desires or requires GESTRA to restore the site to its former condition, upon written request GESTRA will perform such additional work as is necessary to do so and client agrees to pay to GESTRA the cost thereof.
- 5. Client's Duty to Notify Engineer:** Client represents and warrants that he has advised GESTRA of any known or suspected hazardous materials, utility lines and pollutants at any site at which GESTRA is to do work hereunder, and unless GESTRA has assumed in writing the responsibility of locating subsurface hazardous materials or pollutants, objects, structures, lines or conduits, client agrees to defend, indemnify and save GESTRA harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to GESTRA's performance of its work and resulting from contact with subsurface or latent hazardous materials or pollutants, objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to GESTRA by client.
- 6. Responsibility:** GESTRA's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction unless GESTRA has assumed in writing these responsibilities. GESTRA's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. GESTRA has no right or duty to stop the contractor's work.
- 7. Sample Disposal:** Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed thirty (30) days after submission of GESTRA's report.
- 8. Payment:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amount invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the

maximum interest rate permitted under applicable law), until paid. Client agrees to pay GESTRA's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. GESTRA shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein GESTRA waives any rights to a mechanic's lien, or any provision conditioning GESTRA's right to receive payment for its work upon payment to client by any third party. These General Conditions are notice, when required, that GESTRA shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of GESTRA from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.

- 9. Standard of Care:** GESTRA's services will be performed, its findings obtained, and its reports prepared in accordance with this agreement and with generally accepted principles and practices. In performing its professional services, GESTRA will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession in the same locale. No other warranties or representations, either express or implied, created by statute or imposed by law, relating to GESTRA's services is provided. Statements made in GESTRA reports are opinions based upon engineering judgment and are not to be construed as representations of fact.
- 10. Limitation of Liability:** In recognition of the relative risks and benefits of the Work to both the Client and GESTRA, should GESTRA or any of its professional employees be found to have been negligent in the performance of its work, client, all parties claiming through client, and all parties claiming to have in any way relied upon GESTRA's work agree the risks have been allocated, to the fullest extent permitted by law, such that the maximum aggregate amount of the liability of GESTRA, its officers, employees and agents shall be limited to \$75,000 or the total amount of the fee paid to GESTRA for its work performed with respect to the project, whichever amount is greater.
- 11. Indemnity:** Subject to the foregoing limitations, GESTRA agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of GESTRA's negligence to the extent of GESTRA's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suite, cause of action, claim or counterclaim against GESTRA, the party initiating such action shall pay to GESTRA the costs and expensed incurred by GESTRA to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that GESTRA shall prevail in such suit.
- 12. Termination:** This Agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, GESTRA shall be compensated by client for all services performed up to and including the termination date, including reimbursable expense, and for the completion of such services and records as are necessary to GESTRA's files in order and/or protect its professional reputation.
- 13. Witness Fees:** GESTRA's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay GESTRA's legal expenses, administrative costs and fees pursuant to GESTRA's then current fee schedule to GESTRA to respond to any subpoena.
- 14. Hazardous Materials:** Nothing contained within this agreement shall be construed or interpreted as requiring GESTRA to assume the status of an owner of, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, storage, treatment and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
- 15. Provisions Severable:** In the event any of the provisions of these General conditions should be found to unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
- 16. Entire Agreement:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertaking made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.
- 17. Ownership and Use of Instruments of Service:** All reports, drawings, computer files, field data, notes and other documents and instruments prepared by GESTRA as instruments of service shall remain the property of GESTRA. GESTRA shall retain all common law and statutory and other reserved rights, including the copyright thereto. In the event the project or work associated with this agreement does not continue to full completion, GESTRA has rights the to the instruments of service for use in the future. No reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by GESTRA for this project will be used by others for current or future projects or other use without express written consent of GESTRA. Data and image files, both electronic and hard copy are part of GESTRA's instruments of service and shall not be used for any purpose other than for the described project. Any reuse of files or services pertaining to this project or any other project shall be at Client's sole risk and without liability or legal exposure to GESTRA. GESTRA makes no representation as to compatibility of electronic files with Consultant's hardware or software.



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

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**WORK SESSION:** July 1, 2025

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

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

**AGENDA ITEM:** #9 Discuss posting a sign at the entrances of the Walmart store informing shoppers of the Village of Somers Shoplifting Ordinance.

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**BACKGROUND:**

Chapter 9.25 of the Village Ordinance related to shoplifting read:

*Any person who shall be found guilty of a violation for shoplifting under § 9.216 shall be subject to a forfeiture of not less than \$500 but not more than \$1,000 for the first offense and \$1,000 but not more than \$2,500 for the second offense within one year of conviction of the first offense.*

**UPDATE:**

Village President George Stoner wanted to discuss a proposal to post signs at each entrance to the store informing shoppers of the Village Shoplifting ordinance including the fine. Wording for the sign could be as follows:

*“Any person caught shoplifting in the Village of Somers will be prosecuted and face charges up to \$2,500 according to Chapter 9.25 of the Village Ordinances.”*

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

**Village Board Meeting  
Tentative Agenda  
Tuesday, July 8, 2025  
5:30 p.m.**

<b>Village Board Meeting:</b>	
<b>Item #</b>	
1	Call to order
2	Pledge of Allegiance
3	Consent and Approval of Minutes of Regular meetings on June 24, 2025 Vouchers dated June 26, July 3 and June ACH Payments, June Building Report, May Investment Statements
4	Correspondence:
5	Citizens Comments
6	President and Trustee Comments
7	Motion to approve sewer televising quote
8	Motion to approve applications for “Class B” (Picnic) Beer License from Hyslop Foundation DBA Hawthorn Hollow Nature Sanctuary & Arboretum, located at 880 Green Bay Road for the Pike River Benefit Concert Series #3 on August 8, 2025, and their Walk in the Woods Art Fair on September 6, 2025, and a request to waive fees.
9	Motion to approve soil boring proposals
	Motion to inform Walmart of the board’s desire to posting a sign at the entrances of the store informing shoppers of the Village of Somers Shoplifting Ordinance.
10	Action on Operator’s Licenses: Joseph Alessi, Jennifer Epley, Audrey Kessler, Haven Brunner, Wendy Bosco and Rhesana Marchese
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 July 8, 2025, Village Board Meeting & Tentative Agenda in 1 public place & on the Village website.

Dated this 27<sup>th</sup> day of June 2025

Wendy Burnette, Clerk-Treasurer

Original Post Date: June 27, 2025

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.**