

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

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

<b>Village Board Work Session Meeting:</b>	
<b>Item #</b>	
1	Call to Order
2	Administrator's Report
3	Public Works Report on Water Meter Replacement program
4	Engineer's Report
5	Correspondence: Kenosha County Executive Invitation to 100 <sup>th</sup> Anniversary of the Dedication of the Kenosha County Courthouse
6	President & Trustee Reports
7	Discuss proposed 2026 Budget Timeline
8	Discuss proposed Ordinances updates
9	<p>Discuss Plan Commission Recommendations:</p> <ul style="list-style-type: none"> <li>a. Request by Peter W &amp; Laura E Parcenka, 8400 10th Place, Kenosha, WI 53171-0141 (Owner), for a Rezoning. <i>(For information only, this property is located on the northeast corner of County Highway S and the Canadian Pacific Railroad).</i></li> <li>b. Request by Peter W &amp; Laura E Parcenka, 8400 10th Place, Kenosha, WI 53171-0141 (Owner), for a Conditional Use Permit. <i>(For information only, this property is located on the northeast corner of County Highway S and the Canadian Pacific Railroad).</i></li> <li>c. Request by: Berwick Properties Inc, 4011 80th St, Kenosha, WI 53142 (Owner), Daniel Szczap, Bear Development, LLC, 4011 80th St., Kenosha, WI 53142 (Agent); requests an amendment to the land use plan map for the Village of Somers (Map 80) as adopted in the Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035 from High-Density Residential to Medium-Density Residential, on Tax Parcel #s 82-4-222-151-0560, 82-4-222-151-0561, 82-4-222-151-0563, located</li> </ul>

	in the NE 1/4 of Section 15, T2N, R22E, Village of Somers. <i>(For information use only, the property is East and South of the Pike Creek Lift Station.)</i>
10	Discuss request for Final payment from Globe Contractors, Inc. in the amount of \$15,594.63 for work on the Public Utility Improvements for Golden Oil (Kenosha Travel Plaza)
11	Request to review and approve the Tower Space Lease Agreement with Kenosha Cellular Telephone L.P. (U.S. Cellular)
12	Discuss Baxter & Woodman’s proposal for design engineering and project management related to the sanitary sewer rehabilitation project.
13	Consideration of 12th Street Water Main Project Engineering Agreement. This agreement provides engineering services to construct watermain on 12th Street east of 100th Avenue from 100th Avenue to Shoreland High School.
14	Request an amendment to the 2025 Capital Improvement Program (CIP) budget to support the completion of the 4th Street Culvert Replacement project, including construction and engineering expenses.)
15	Discuss letter requesting Walmart install signs informing customers of the Village Ordinance addressing Shoplifting
16	Discuss Operator’s License for Jamie Dodge
17	Motion to convene into closed session per Wisconsin State Statute §19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a Closed Session, specifically proposals for Cemetery Contract (Roll call required)
18	Motion to convene into Closed Session for the purpose of discussing with legal counsel regarding threatened or pending litigation pursuant to Section 19.85(1)(g), Wis. Stats., specifically litigation involving Ordinance violation (Roll call vote required)
19	Reconvene in Open Session (Roll call vote required)
20	Review tentative agenda for Village Board meeting on July 22 <sup>nd</sup>
21	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the Aug 5, 2025 Village Work Session & Agenda in 1 public place & on the Village website.

Dated this First day of August, 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:** August 5, 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 July 1 Work Session:

Development

- The Somers Plan Commission met July 14 to consider a Rezoning and Conditional Use Permit for a property at the north east corner of Highway S and the Canadian Pacific Railroad to allow a landscaping business to operate. The commission recommended approval unanimously. The item will be discussed at the Village Work Session tonight.
- On July 1, Village staff met with Scherrer Construction representatives to discuss possible future projects in the Village.
- On July 10, Shoreland signed their Development Agreement. Village Administration and Engineers are working on designing the water main extension along Highway E. Different financing options are being considered. The project will be publicly bid yet this year. Once received, affected residents will be notified and a public meeting held.
- On July 10, Village Staff and President Stoner met with a company interested in moving to the Flint 94.
- On July 10, Village Staff and President Stoner and Engineers met with SR Mills to discuss the next steps of the Willow Creek subdivision.
- On July 17, Staff toured a manufacturing facility that is hoping to relocate to the Village of Somers.
- On July 17, Staff and met with SEWRPC and County Planning and Zoning to discuss the 2050 Multi-Jurisdiction Comprehensive Plan for Kenosha County. A joint meeting of the Plan Commission and the Village Board will be held on September 8 to go over the last

changes in order to approve the plan for the Village of Somers.

- On July. 22, Staff met with representatives of Invenergy. They are considering several sites in Kenosha County to construct a reciprocating internal combustion engine (RICE) plant. One of the potential sites identified is in the Somers/Paris Growth Area. Invenergy submitted their application to the Public Service Commission of Wisconsin July 25. The PSC has to approve the final location. The application is available at the link below: <https://apps.psc.wi.gov/APPS/dockets/content/detail.aspx?id=9837&case=CE&num=100>  
The Village has no authority on zoning or other approvals for the project.
- On July. 22, Staff met with representatives of ROERS to discuss their planned apartments on a parcel just west of Station 2.
- The Kenosha County Housing Task Force is planning a Land Use Education Workshop partnering with the Center for Land Use Education on residential planning and zoning for elected officials. Participants will engage with interactive learning materials to identify how zoning can impact the housing stock and economic growth of their community. The event is scheduled for October 19 at 5 p.m. at the Kenosha County Center, 19600 75th Street, Bristol, WI 53104.

#### Administration

- On July 2, Village Staff met with Public Administration Associates President Kevin Brunner and Dave Tebo to discuss the Compensation Study Update. Surveys have been sent out to comparable communities and answers are expected to come in in the next two months. They are looking at mid-September before having any documents for the Village to review.
- On July 4, the Village held its annual parade and it was another resounding success. The Parade Report was published on the website. The parade committee is welcoming volunteers to help plan the next event.
- On July 9, Village staff met with Mueller Communications representatives to discuss the referendum. Documents are being gathered.
- On July 10, Somers Clerk/Treasurer Burnette held the required Board of Review with our Assessor for both the Town and the Village.
- On July 10, Village Staff met with attorney Wishart to discuss the site of the former Town Landfill on the Dairyland property.
- On July 11, Staff met with Kenosha County IT to discuss the preplacement on outdated computer and evaluation of the camera system around the Village Hall and decide whether upgrades are feasible. The yard waste drop-off site that has seen an increase in unauthorized dumping and a license plate reading camera would be helpful there.
- The week of July 14, Clerk Treasure Burnette, Deputy Clerk Treasure Eugenia Lara, Accountant Manager Tanya Ealy and Accountant Naylor all took the Clerk and

Treasurers Institute training and were out of the office.

- On July 15, Assistant Administrator Poirier attended a webinar on Budgeting by the League of Wisconsin Municipalities.
- On July 15, Assistant Administrator Poirier attended a webinar on changes to the DNR rules about recycling
- On July 15, Assistant Administrator Poirier met with Director of Planning & Development Buehler to discuss trends in schools around the county.
- On July 16, Assistant Administrator Poirier met with Tawani representatives to discuss upcoming events and the extension of the repayment for the loan to extend the utilities. Tawani Attorney proposed an extension of the repayment deadline subject to interest rates for the extended period. The Village is working with Ehlers to assess a repayment plan and whether to consider that proposition. We will have further discussion with our Financial Advisors once TID reports are released later this month.
- On July 23, Staff and trustees Smith and Nelson met with Dooley and Associates to discuss the website remodel. The project is exceeding its initial scope. The changes would involve a larger redesign of the website. The decision was made to halt the refresh efforts and see if the Village Board would consider a larger redesign for next year.
- Following that meeting, Staff gave Kenosha County IT the go-ahead to update the website URL to the new [www.somerswi.gov](http://www.somerswi.gov) website. That change is scheduled for the week of Aug. 18. Emails with the new address are already active
- On July 24, Staff, Kenosha County Sheriff's Office and President Stoner held their Quarterly meeting with representatives of Walmart. Discussion covered shoplifting, law enforcement response and cameras near the property. Walmart praised both the Sheriff Deputies and Somers Firefighters for their quick response to any incidents on the property.
- On July 24, Staff met with Wisconsin Department of Transportation, and property owners to discuss the site of the former Dairyland Greyhound Track. Part of that property was the site of a Town Landfill. Environmental issues have been found that may be tied to that use. The Town has engaged Attorney Wishart of Stafford Law to represent the Town in this matter. Discussions are ongoing.
- Over the past several week, Public Works has held interviews for the open Public Works I position. We believe that we have found a suitable candidate.



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

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**WORK SESSION:** Aug. 5, 2025

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

**FROM:** Somers Utilities Manager Josh Fugate

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

**AGENDA ITEM:** #3 Meter Replacement Program progress update

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**OVERVIEW**

The Department of Public Works began replacing residential water meters on June 11, 2025. As of July 28, 2025, a total of 120 meters have been replaced in the Eaglewood, Somers Estates, 22nd Avenue Corridor, and Fairfield subdivisions.

**RESIDENT RESPONSE & SCHEDULING**

Resident cooperation has been positive overall, with only three residents unresponsive to multiple replacement requests. Staff are averaging four-meter replacements per day, with a target goal of six per day.

**MXU INSTALLATION PROGRESS**

All compatible existing meters have been fitted with new radio-read units (MXUs), apart from three installations requiring wiring extensions; these are scheduled for completion by August 14, 2025. Since May, 582 MXUs have been installed on existing meters. All newly installed meters are also receiving MXUs, bringing the total to 702 MXUs currently active in the system. As of this report, 578 meters still require manual reading each quarter, a significant reduction from previous totals.

**PROGRAM TIMELINE**

Assuming continued resident cooperation and no major delays, Public Works anticipates completing the meter replacement program by April 2026.

**ADVANCED METERING INFRASTRUCTURE (AMI) UPDATE**

Public Works is finalizing an agreement with US Cellular to host the Village's Advanced Metering Infrastructure (AMI) system on their tower. This upgrade will:

- Automate approximately 98% of quarterly water meter readings.
- Provide the Village with daily meter usage data, improving operational efficiency.

A site plan for the tower installation has been completed by Edge Engineering and submitted to US Cellular for review and approval. The contract for leasing space on an adequate tower will be discussed later tonight.

**VILLAGE OF SOMERS**  
**Engineer's Report**  
**July 30, 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 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.
- A Letter of Map Revision (LOMR) must be approved by WDNR and FEMA.
- The water main and sanitary sewer are installed; the mandrel test will occur after 8/14/25.
- We are reviewing the 2<sup>nd</sup> pay application and will forward a payment recommendation.

**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). The developer is the Stoneleigh Company. Developer's design and construction engineer is Kimley-Horn.
- The developer needs to prove the Phase 1 roadways and drainage meet the approved plans; they have a deadline of September 1 or we will mobilize our survey crew and collect the data.
- 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 Walbec Group is the general contractor; DK Contractors is the underground utility subcontractor.
- Stoneleigh plans to complete public utility construction work before constructing buildings.
- Sanitary sewer installation is scheduled for completion the week of 8/4/25.

**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 and needs a large water user prior to constructing the project.

**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.
- We will complete bidding documents after a signed developer's agreement.
- This project is on hold because the property is up for sale.

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

- The Developer is Home Path Financial, and the Engineer is Manhard.
- The project was discussed at the May Plan Commission.
- We are waiting for a submittal to review.

**VILLAGE OF SOMERS**  
**Engineer's Report**  
**July 30, 2025**

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**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 is the contractor 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.
- Kenosha County Highway has not approved the CTH E & H intersection plans.

**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 7/18/25.
- The developer is requesting a grading permit.

**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.
- There is no recent action on this.

**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**

- A July 8, 2025 feasibility study provided options to extend water main.
- Work orders for the options are with the Village. Our survey crew is collecting data on the section between 100<sup>th</sup> Avenue and Shoreland High School.

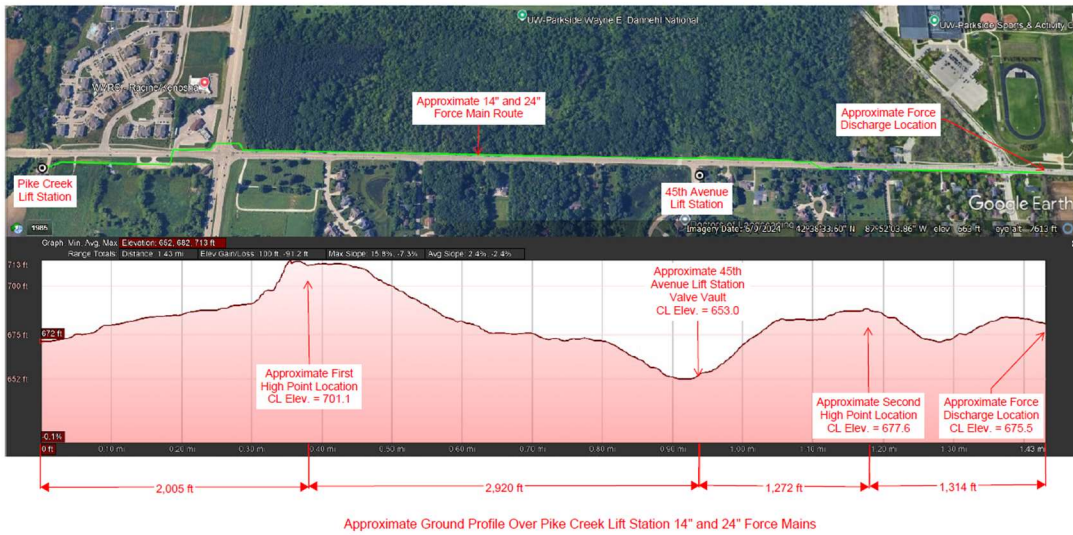
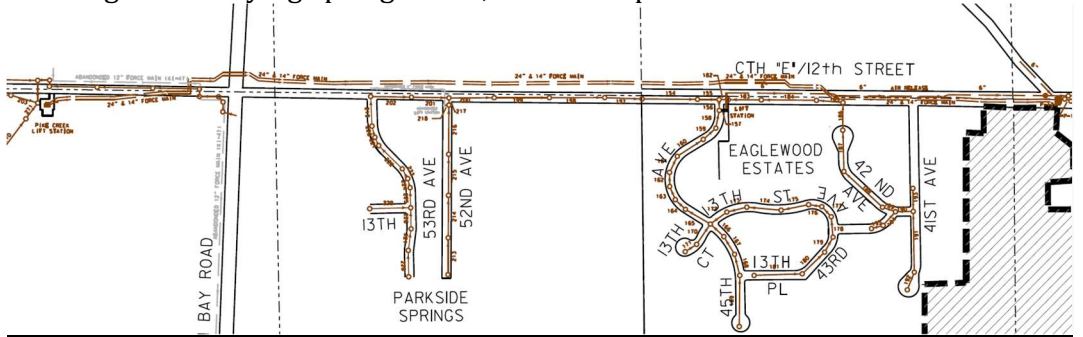
**4<sup>th</sup> Street Culvert – Project No. 2326136**

- Below is the history:
  - September 2023: Started discussions with the Village.
  - October 2023: Preliminary OPC of \$85,000
  - August 2024: Submitted \$54,000 engineering work order to the Village.
  - October 2024: CIP Budget \$71,600
  - November 2024: Updated OPC \$152,000 with final project scope including engineering.
  - The current cost is \$167,000. Engineering was \$54,000 and Wanasek Bid was \$113,000

**VILLAGE OF SOMERS**  
**Engineer's Report**  
**July 30, 2025**

**Pike Creek Force Main Cleaning and 45<sup>th</sup> Street LS Verification**

- The Project includes the cleaning of the 14-inch force main between 53<sup>rd</sup> Avenue and the gravity discharge at Petrifying Springs Road; see the snips that follow.



Approximate Ground Profile Over Pike Creek Lift Station 14" and 24" Force Mains

- This main force went online in 2007; the pumps were set at 85 percent speed, which corresponds to approximately 1800 gallons per minute. See the elevation snip; the velocity in the pipe will slow down just east of the west hill unless the pumps are operated for an extended period, which they were not. The western 2005 lineal feet operated at just over 3.5 feet per second; the remaining 5500 feet operated at a velocity less than 3.5 feet per second. Solids deposit in pipes that operate at velocities less than 2 feet per second. These solids create additional frictional loss, decrease pump output if operated long term, and require the same pump to use more electricity to create the same amount of work. In addition, this additional frictional loss limits output at the 45<sup>th</sup> Street Lift Station when the Pike Creek Station operates, which should not impact to the extent it does.
- On June 10, 2025, we assisted public works and tried to super flush the debris from the force main by operating both pumps at full speed long term with stored water in the wet well; both pumps operating together were able to produce 2000 gallons per minute long-term, which created a velocity of just over 4 feet per second in the 14-inch force main. No debris exited on the east end during the testing. We verified that the discharge pressure at the 45<sup>th</sup> Street connection is at least 10 psi higher than it should be at 2000 gallons per minute. The 14-inch force main east of 45<sup>th</sup> Street created a backpressure of 24.5 psi (should be 14.5 psi) at 2000

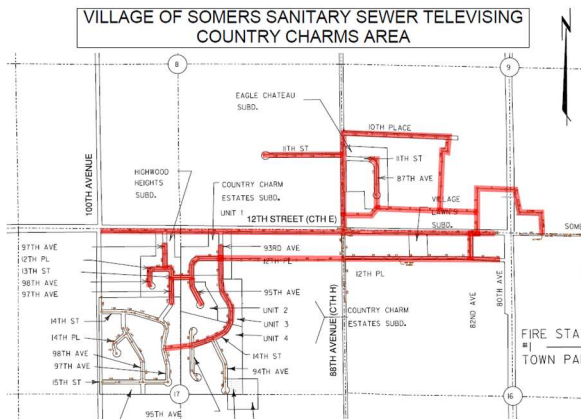
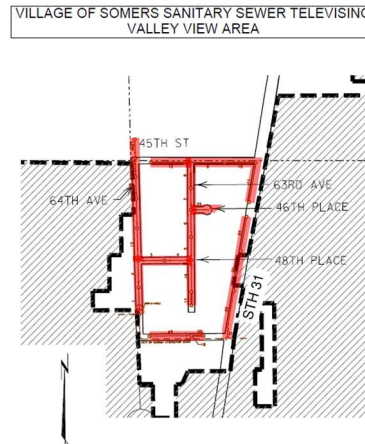
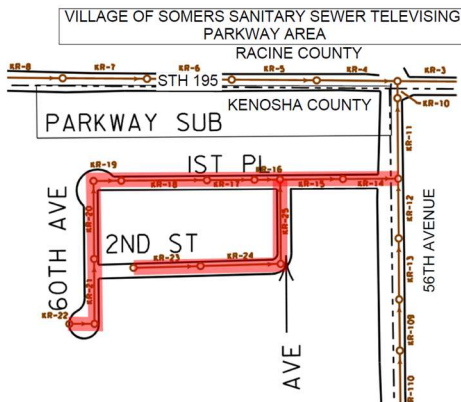
**VILLAGE OF SOMERS**  
**Engineer's Report**  
**July 30, 2025**

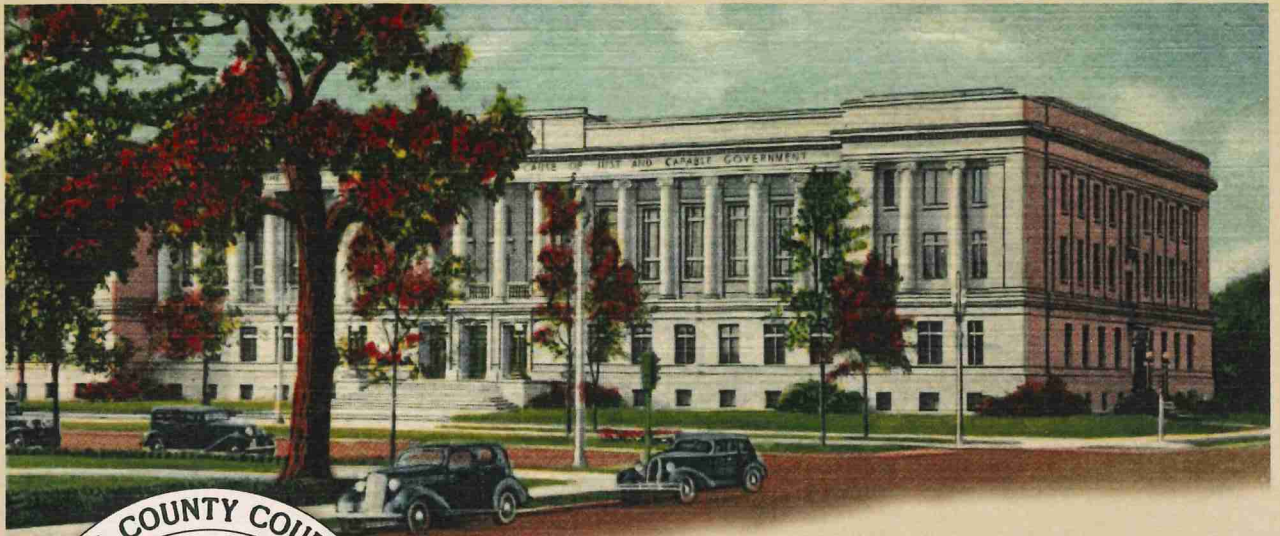
gallons per minute. This indicates the 14-inch force main east of 45<sup>th</sup> Avenue has hydraulic characteristics like a pipe smaller than a 12-inch, but larger than a 10-inch.

- Great Lakes TV -- based on their experience with similar projects -- recommends that we ice pig the main to remove the debris. We plan to have Great Lakes TV televise the section of force main east of 45<sup>th</sup> Avenue prior to asking the board to act on a proposal from a pigging contractor. Water Well Solutions does this type of work and is currently reviewing the project details and preparing a proposal.
- Plans are to routinely super flush the system after the hydraulic capacity is restored.

**Sanitary Sewer Rehabilitation – Project No. 2500603**

- The Project includes the rehabilitation or replacement of sanitary sewers, building laterals, and manholes with approximately 35,700 LF of main, 390 laterals, and 150 manholes. The areas are: Valley View Area, Country Charms Area, and Parkway Area “Beix; see the snips below.
- The mainline sewers and building laterals are planned for rehabilitation by installing cured-in-place pipe (pipe lining) except those with offset joints will be replaced.
- The scope includes the possibility of bidding the work over two years depending on funding availability. The Village is contracting separately with Great Lakes TV Seal for televising and possible cleaning.





*Kenosha County Courthouse  
Centennial Celebration*

Sunday, August 24, 2025

Civic Center Park • 900 57<sup>th</sup> Street • Kenosha

County Executive Samantha Kerkman and the Kenosha County Courthouse Centennial Committee cordially invite you to join us as we celebrate the

**100<sup>th</sup> Anniversary of the Dedication  
of the Kenosha County Courthouse**



*Schedule of Events*

- NOON: Ice cream social begins with a performance by the UW Marching Band
- 12:30PM: Commemorative address by dignitaries  
followed by a recreation of the historic 1925 Courthouse dedication photo
- 1:00-3:30PM: Courthouse open house with self-guided tours
- 4:00PM: Kenosha Pops Concert Band performance on the Courthouse steps



*"Erected by the people of Kenosha County  
to the cause of just and capable government"*



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

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**WORK SESSION:** Aug. 5, 2025

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

**FROM:** Kevin Poirier, Assistant Administrator

**AGENDA ITEM:** #7 Discuss and review proposed 2026 Budget Timeline

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**BACKGROUND:**

Staff has begun gearing up for the creation of the 2026 Budget.

**COMMENTS:**

As past practice would dictate, we would like to schedule a special budget work session on Saturday, September 20. Please check your calendars to see if this fits in your schedule.

Staff has created the attached timeline to keep us on track and to keep the Board informed.

**ATTACHMENTS:**

Proposed Budget Adoption Timeline

# 2026 BUDGET ADOPTION TIMELINE

August 2025	Staff begins work on the 2026 Budget
September 20, 2025	Special Work Session to discuss 2026 Budget
October 7, 2025	Board continues discussion on 2026 Budget at Work Session
October 14, 2025	Village Administrator presents the proposed 2026 budget at the Village Board Meeting
October 20, 2025	Village Clerk/Treasurer e-mails 2026 Budget Summary to the Kenosha News for publication
October 21, 2025	Board continues discussion on 2026 Budget at Work Session
October 27, 2025	2026 Budget Publication appears in the Kenosha News
November 4, 2025	Board continues discussion on 2026 Budget at Work Session
November 11, 2025	Town Board to hold Public Hearing on the 2026 Budget

November 11, 2025      Town Electors meet to discuss and approve the  
Town Levy

November 11, 2025      Town Board adopts 2026 Budget

November 11, 2025      Public Hearing on the 2026 Budget

November 11, 2025      Village Board adopts 2026 Budget



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

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**WORK SESSION:** Aug. 5, 2025

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

**FROM:** Kevin Poirier, Assistant Administrator

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

**AGENDA ITEM:** #8 Discuss ordinances updates

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**BACKGROUND:**

Village staff periodically reviews ordinances and takes proposals for changes. The following ordinances were identified as needing to be updated:

- a. Section 7.03(J) relating to parking adds restrictions to 14<sup>th</sup> Place.
- b. Section 9.29 and 9.30 adopt Wisconsin Statutes 943.13 and 943.13 by reference and add trespass to land and dwellings to the Village code of Ordinances.
- c. Section 1.10(B)(5)(b) updates the ordinance addressing Contempt of Court. This update was requested by Judge Kupfer.
- d. Section 9.26(B) defining theft is being updated to reflect the terms used by Joint Services/Dispatch.
- e. Section 1.20 pertaining to record retention. The adoption of the state statute would allow Staff to dispose of old records legally.

**COMMENTS:**

Should the board approve of the ordinances, they will be brought up to the Aug. 12 Village Board Meeting.

**ATTACHMENTS:**

Ordinance No. 005 – Parking restriction

Ordinance No. 006 – Trespass to Land and Dwellings

Ordinance No. 007 – Contempt of Court

Ordinance No. 008 – Definition of Theft

Ordinance No. 009 – Record Retention

ORDINANCE NO. 25-005

AN ORDINANCE TO CREATE SECTION 7.03(J)  
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS  
REGARDING RESTRICTION OF PARKING ON 14<sup>th</sup> PLACE

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The Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereby creates Section 7.03(J) of the Code of Ordinances of the Village of Somers to read as follows:

(J) No parking on either side of 14<sup>th</sup> Place East of Sheridan Road.

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

VILLAGE OF SOMERS

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

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

ORDINANCE NO. 25-006

AN ORDINANCE TO CREATES SECTION 9.29 AND 9.30  
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS  
REGARDING TRESPASS TO LAND AND TRESPASS TO DWELLINGS

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The Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereby creates Section 9.29 and 9.30 of the Code of Ordinances of the Village of Somers to read as follows:

**9.29 TRESPASS TO LAND.**

Section 943.13, Wis. Stats., regarding trespass to land, is adopted by reference and made a part of this Chapter as though set forth in full.

**9.30 TRESPASS TO DWELLINGS.**

Section 943.14, Wis. Stats., regarding trespass to dwellings, exclusive of any penalty imposed thereby, is adopted by reference and made a part of this Chapter as though set forth in full.

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

VILLAGE OF SOMERS

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

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

ORDINANCE NO. 25-007

AN ORDINANCE TO REPEAL AND RECREATE SECTION 1.10(B)(5)(b)  
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS  
REGARDING CONTEMPT OF COURT

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The Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereby repeals and recreates Section 1.10(B)(5)(b) of the Code of Ordinances of the Village of Somers to read as follows:

(b) **Contempt of court.** The Municipal Judge, after affording an opportunity to the person accused to be heard in defense, may punish for contempt of Municipal Court persons guilty of either of the following acts and no other:

(i) Disorderly, contemptuous and insolent behavior toward the Judge while engaged in any judicial proceeding or other conduct which tends to interrupt the proceeding or to impair the respect due the Judge's authority.

(ii) Resistance of or disobedience to any lawful order or process made or issued by the Judge.

The Municipal Judge may, upon finding any person guilty of contempt, order such person to forfeit not more than Two Hundred (\$200.00) Dollars plus such penalty assessment as may be authorized by statute from time to time. Upon non-payment of the forfeiture and penalty the person found guilty of contempt may be sentenced to the county jail not to exceed seven (7) days.

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

VILLAGE OF SOMERS

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

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

ORDINANCE NO. 25-008

AN ORDINANCE TO REPEAL AND RECREATE SECTION 9.26(B)  
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS  
REGARDING DEFINITION OF THEFT

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The Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereby repeals and recreates Section 9.26(B) of the Code of Ordinances of the Village of Somers to read as follows:

(B) **Definitions.** As used herein, the following terms shall have the meanings indicated:

- (1) **Board.** Village Board of the Village of Somers.
- (2) **Business.** Any individual, sole proprietor, corporation, limited liability company and any other type of business entity which engages in business or commercial activities, including the sale of goods, within the Village.
- (3) **Calendar Month.** The period which begins on the first day of one of the months as named in the calendar and which ends on the last day of that same month as named in the calendar.
- (4) **Manager.** The individual or entity that is responsible for management of a business as defined herein.
- (5) **Owner.** The individual or entity which owns a business as defined herein.
- (6) **Police.** The Kenosha County Sheriff's Department.
- (7) **Police Service Cost.** The costs as established in Section (C) below.
- (8) **Police Service Cost Invoice.** The invoice to be produced pursuant to Section (D) below.
- (9) **Retail Theft Call.** A call made to the police by a representative of a business to report an incident, or suspected incident, of retail theft. For purposes of this ordinance, each citation issued shall be considered a separate retail theft call.
- (10) **Retail Theft Incident.** A citation filed in Municipal Court or criminal charges filed in Circuit Court by a witness to a retail theft event alleging a retail

theft event.

(11) **Theft.** The theft of merchandise or goods from a business, shoplifting or from an individual.

(12) **Village.** Village of Somers, Kenosha County, Wisconsin.

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

VILLAGE OF SOMERS

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

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

ORDINANCE NO. 25-009

AN ORDINANCE TO CREATE SECTION 1.20  
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS  
REGARDING RECORDS RETENTION

---

The Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereby creates Section 1.20 of the Code of Ordinances of the Village of Somers to read as follows:

**1.20 RECORDS RETENTION.**

The Village hereby adopts and incorporates herein all statutory provisions applicable to municipalities as are codified by state statute.

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

VILLAGE OF SOMERS

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

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

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

---

**WORK SESSION:** Aug. 5, 2025

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

**FROM:** Kevin Poirier, Assistant Administrator

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

**AGENDA ITEM:** #9 Discuss Plan Commission Recommendations:

- a. Request by Peter W & Laura E Parcenka, 8400 10th Place, Kenosha, WI 53171-0141 (Owner), requests a Rezoning from Agricultural Preservation Dist. & A-4 Agricultural Land Holding Dist. to B-5 Wholesale Trade and Warehousing Dist., on Tax Parcel # 82-4-222-281-0410, located in the NE ¼ of Section 28, T2N, R22E, Village of Somers. (For information only, this property is located on the northeast corner of County Highway S and the Canadian Pacific Railroad).
- b. Request by Peter W & Laura E Parcenka, 8400 10th Place, Kenosha, WI 53171-0141 (Owner), requests a Conditional Use Permit to allow a tree service contractor's business with outside vehicle storage in the B-5 Wholesale Trade and Warehousing Dist., on part of Tax Parcel # 82-4-222-281-0410, located in the NE ¼ of Section 28, T2N, R22E, Village of Somers. (For information only, this property is located on the northeast corner of County Highway S and the Canadian Pacific Railroad).

---

**BACKGROUND:**

In May, Peter Parcenka met with the Village and Kenosha County Zoning to discuss leasing his property to Bush Tree Expert. He was told that the current zoning would not allow that use and that he would need to Rezone the property and apply for a Conditional Use Permit.

**UPDATE:**

On July 14, the Plan Commission held the necessary public hearing for the Rezoning and the Conditional Use Permit. The requests were discussed and the commission recommended approving both (7-0).

Village Attorney Davison drafted the Conditional Use Permit attached.

COMMENTS:

If the Board agrees, this item will be placed on the Aug. 12 Village Board meeting for approval.

ATTACHMENTS:

Minutes of the July 14 Plan Commission

Kenosha County Zoning Memo dated July 1, 2025

Rezoning Application

Conditional Use Permit Application

Conditional Use Permit



# KENOSHA COUNTY

Shelly Billingsley, Director  
Department of Public Works  
& Development Services

Andy M. Buehler, Director  
Division of Planning & Development

## MEMORANDUM

**TO:** Village of Somers Plan Commission  
**FROM:** Luke Godshall, Kenosha County Planning & Development  
**RPT DATE:** 7-01-25  
**MTG DATE:** 7-14-25  
**APPLN DATE:** 5-22-25  
**RE:** Parcenka Rezoning & Conditional Use

---

### **BACKGROUND:**

Petitioner/Agent: Peter Parcenka  
Property Owner: Peter W & Laura E Parcenka  
Location/Address: 7830 38TH ST  
Tax key Number(s): 82-4-222-281-0410  
Area: 4.45 acres  
Existing Zoning: A-1 Agricultural Preservation Dist. & A-4 Agricultural Land Holding Dist.  
Proposed Zoning: B-5 Wholesale Trade and Warehousing Dist.  
Future Land Use: Industrial

---

### **OVERVIEW:**

The Petitioner is requesting approval of a rezoning and conditional use approval to allow for an outside vehicle parking area to be used by a tree service contractor business.

### **PLANNER COMMENTS:**

The Petitioner has been approached by Bryan Busch, owner of Busch Tree Expert, who is looking for a secure space to park and store vehicles related to his tree service contractor business. The property would remain owned by Peter Parcenka, with Bryan leasing an approximate 70' x 75' area of the property as depicted on the submitted site plan.

Peter and Bryan have discussed the proposed use with Village staff and have indicated there would be no dumping of grass or concrete, no installation of outdoor material bins, and no storefront or retail operation would occur on the property. The site would strictly be used for the parking and storage of vehicles.

The property is currently zoned A-1 Agricultural Preservation District & A-4 Agricultural Land Holding District, which prohibit the parking and/or storage of the types of vehicles that are

associated with the tree service contractor business. Section ZN 3.06(3)(s) – “Vehicle Parking and/or Storage in an Agricultural or Conservation District” of the Village zoning ordinance states:

“The following vehicles shall not be parked and/or stored on a parcel in any agricultural or conservation district:

- a. Tow trucks, garbage trucks, septic waste trucks and aerial lift trucks.
- b. Dump trucks, flatbed trucks, box trucks, panel trucks, high cube vans, and step vans with licenses rated for a gross weight equal to or greater than 12,000 pounds, except when they are engaged in the production, storage, trucking and/or transport of products grown on the property.
- c. Specialized construction type equipment and vehicles such as, but not limited to backhoes, bulldozers, bobcats, skid loaders, and chippers, except when they are engaged in the production, storage, trucking and/or transport of products grown on the property.”

Rezoning the parcel to B-5 would allow for the type of conditional use being proposed (tree service contractor) as well as allow for the types of vehicles associated with the business to be parked/stored. B-5 zoning is also compatible with the parcel’s adopted land use plan category of ‘Industrial’.

**STAFF RECOMMENDATION:**

Should the Plan Commission choose to recommend approval of this project, staff would recommend the following conditions:

1. Subject to meeting applicable conditional use requirements as listed in Section ZN 5.03(8)(b)34 for “Construction services including building contractors; carpentering, wood flooring; concrete services; masonry, stonework, tile setting, and plastering services; roofing and sheet metal services; and septic tank and water well drilling services in the B-5 District”:
  - a. All outside storage and work areas that are within 300 feet from residential, institutional or park districts shall be enclosed by a solid fence with a minimum height of six feet; screen plantings may be required around the perimeter of the use where such perimeter abuts residential districts or where such a screen planting is deemed necessary or advisable depending on surrounding land uses.  
  
*Note: the property is bordered by agricultural zoning on the north and east sides, by the Canadian Pacific railroad on the west side, and by CTH S on the south side.*
  - b. A detailed site and security plan shall be required indicating the location of storage areas, the type of material to be stored and a list of all hazardous materials stored on the property along with precautions necessitated by the storage of such hazardous material.
  - c. Lighting shall be required for the storage and work areas provided, however, that the glare from said lighting does not shine on adjoining properties.
2. Any newly proposed outdoor lighting shall consist of full cut-off luminaries and shall not exceed an illumination level of 0.5 foot-candles as measured at the property line. Lighting fixtures shall be shielded or directed in such a manner so as to prevent light from shining

directly onto abutting rights-of-way and adjacent properties (cut-off type luminaries only). No protruding lenses are allowed and lenses must be constructed to be parallel to the constructed yard grade. All security lighting shall be shielded and aimed so that illumination is directed only to the designated areas. General flood lighting fixtures shall be discouraged.

3. A Certificate of Compliance shall be applied for and issued by Planning & Development prior to operation of the business on the site.
4. It is the responsibility of the applicant to assure and guarantee that the above conditions are fully complied with. This includes, but is not necessarily limited to, meeting conditions established herein, providing any applicable letters of credit, providing and following approved plans, obtaining permits prior to construction, making improvements, participating in coordination meetings with governmental officials, following established time frames, meeting deadlines, and providing additional information where deemed necessary. Any unauthorized deviation from the approved plans and conditions shall result in the issuance of a citation and/or applicable stop work order by the Village of Somers or other applicable agencies until the conditional use permit is brought back into compliance. Continued violation of the conditions as set forth herein shall result in a recommendation for revocation of the Conditional Use Permit.
5. Any substantial change or expansion of the submitted plan of operation (i.e. new buildings, change in use, etc.) shall require the applicant to reapply for a Conditional Use Permit to the Village of Somers for its review and approval.
6. If property ownership and/or tenant shall happen to change it shall be the responsibility of the person(s) that signed these conditions to notify new owner and/or tenant of all above stated conditions of approval.
7. It is the total responsibility of the petitioner to assure and guarantee that the above stated conditions are fully complied with. Any deviation from the approved plans and conditions shall result in the issuance of a citation and associated stop work order until the project is brought back into compliance. Continuance of the project shall result in a recommendation for revocation of the Conditional Use Permit.
8. Subject to a zoning permit being issued for any proposed structures including principal buildings, accessory buildings, fencing, signage, etc.



Village of Somers  
Proceeding from the Village Plan  
Commission Meeting  
July 15, 2025

## 1. Call to Order

Chairman Stoner called the meeting to order at 5:31 p.m.

Present:

- Chairman George **Stoner**
- Commissioner Troy **Steege**
- Commissioner Gregg **Thompson**
- Commissioner Vinnie **Chambers**
- Commissioner Don **Boxx**
- Commissioner Jerry **Romanowski**
- Alternate Pat **Juliana**

Absent:

- Commissioner Michael **Deluca**

Staff present in person: Assistant Administrator Kevin **Poirier**  
Kenosha County Planners: Luke **Godshall**

## 2. Pledge of Allegiance

Chairman Stoner led everyone in the Pledge of Allegiance.

## 3. Approve Minutes of June 9, 2025

Commissioner **Boxx** moved to approve to the minutes.  
Seconded by Commissioner **Thompson**.

Motion carried. 7-0 vote.

## 4. Correspondence

None

## 5. Citizen Comments

Glenn **Fenske** mentioned that if anything that gets dumped can this be kept away from property line. If there is anything that will prevent things from going into his land. Pete has been a great neighbor and has talked to him regarding possible concerns and is fully supportive.

**6. Rezone:**

**Public Hearing and Action on Request by Peter W & Laura E Parcenka**, 8400 10th Place, Kenosha, WI 53171-0141 (Owner), requests a Rezoning from Agricultural Preservation Dist. & A-4 Agricultural Land Holding Dist. to B-5 Wholesale Trade and Warehousing Dist., on Tax Parcel # 82-4-222-281-0410, located in the NE ¼ of Section 28, T2N, R22E, Village of Somers. *(For information only, this property is located on the northeast corner of County Highway S and the Canadian Pacific Railroad).*

Public comments: None

Commissioner **Thompson** makes a motion to approve the request.  
Commissioner **Juliana** seconds the motion

Commissioner **Boxx** stated he would like to know what is being done with the property.

Chairman Stoner asked Mr. **Parcenka** explain the project.

Mr. **Parcenka** explains that landscaping equipment would be parked on the property some cement blocks would be used to shield the activity from the neighbor's property.

Commissioner **Boxx** asked how many vehicles will be parked.

Mr. **Parcenka** believed it would be about seven.

Chairman **Stoner** mentioned that he would like to make sure that any equipment on the property must be operable.

Motion carried. 7-0.  
Passes unanimously

**7. Conditional Use Permit:**

**Public Hearing and Action on Request by Peter W & Laura E Parcenka**, 8400 10th Place, Kenosha, WI 53171-0141 (Owner), requests a Conditional Use Permit to allow a tree service contractor's business with outside vehicle storage in the B-5 Wholesale Trade and Warehousing Dist., on part of Tax Parcel # 82-4-222-281-0410, located in the NE ¼ of Section 28, T2N, R22E, Village of Somers. *(For information only, this property is*

*located on the northeast corner of County Highway S and the Canadian Pacific Railroad).*

Public comments: None

Chairman **Stoner** wants the conditional use permit reviewed every year but that there would not be any charges for the meeting. Also, regarding materials stored on premises, there should be none. Lighting is to be kept on the property and not shine on other parcels. If Mr. **Parcenka** was to sell to another owner the CUP would have to come back to the board.

Kenosha County Planners Luke **Godshall** mentioned that the conditional use does transfer to new owner but any deviation from the CUP would have to come back to the board for approval.

Chairman **Stoner** mentions that he drove by the property and it looks great, very clean.

Commissioner **Thompson** asked if the site was currently paved.

Chairman **Stoner** stated it is a graveled driveway.

Commissioner **Boxx** makes a motion to approve the request.

Commissioner **Romanowski** seconds the motion

Motion carried. 7-0.

## 8. Adjourn

Commissioner **Boxx** moved to adjourn.

Seconded by Commissioner **Steege**.

Motion carried 7-0 vote.

Drafted July 29, 2025.

These minutes are not official until approved by the Plan Commission. Submitted by Deputy Clerk/Treasurer Eugenia Lara and Assistant Administrator Kevin Poirier



# VILLAGE OF SOMERS

## Department of Planning and Development

Sept. 2021

**RECEIVED**

### REZONING APPLICATION

MAY 22 2025

Kenosha County  
Planning & Development

(a) Property Owner's Name:

Peter w Parcenka

Print Name: Peter w Parcenka

Signature: Peter w Parcenka

Mailing Address: 8900 - 10 PL

City: Kenosha

State: wi

Zip: 53144

Phone Number: 262-287-4228

E-mail (optional): \_\_\_\_\_

Note: Unless the property owner's signature can be obtained in the above space, a letter of agent status **signed** by the legal property owner **must** be submitted if you are a tenant, leaseholder, or authorized agent representing the legal owner, allowing you to act on their behalf.

(b) Agent's Name (if applicable):

Print Name: \_\_\_\_\_

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

Business Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

None

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail (optional): \_\_\_\_\_

(c) Tax key number(s) of property to be rezoned:

82-4-222-281-0410

Property Address of property to be rezoned:

7830 - 38TH ST

(d) Proposed use (a statement of the type, extent, area, etc. of any development project):

Parking

**REZONING APPLICATION**

(e) Check the box next to any and all of the **existing** zoning district classifications present on the subject property:

<input checked="" type="checkbox"/> A-1 Agricultural Preservation District	<input type="checkbox"/> B-1 Neighborhood Business District
<input type="checkbox"/> A-2 General Agricultural District	<input type="checkbox"/> B-2 Community Business District
<input type="checkbox"/> A-3 Agricultural Related Manufacturing, Warehousing and Marketing District	<input type="checkbox"/> B-3 Highway Business District
<input checked="" type="checkbox"/> A-4 Agricultural Land Holding District	<input type="checkbox"/> B-4 Planned Business District
<input type="checkbox"/> AE-1 Agricultural Equestrian Cluster Single-Family District	<input type="checkbox"/> B-5 Wholesale Trade and Warehousing District
<input type="checkbox"/> R-1 Rural Residential District	<input type="checkbox"/> BP-1 Business Park District
<input type="checkbox"/> R-2 Suburban Single-Family Residential District	<input type="checkbox"/> B-94 Interstate Highway 94 Special Use Business District
<input type="checkbox"/> R-3 Urban Single-Family Residential District	<input type="checkbox"/> M-1 Limited Manufacturing District
<input type="checkbox"/> R-4 Urban Single-Family Residential District	<input type="checkbox"/> M-2 Heavy Manufacturing District
<input type="checkbox"/> R-4.5 Urban Single-Family Residential District	<input type="checkbox"/> M-3 Mineral Extraction District
<input type="checkbox"/> R-5 Urban Single-Family Residential District	<input type="checkbox"/> M-4 Sanitary Landfill and Hazardous Waste Disposal District
<input type="checkbox"/> R-6 Urban Single-Family Residential District	<input type="checkbox"/> I-1 Institutional District
<input type="checkbox"/> R-7 Suburban Two-Family and Three-Family Residential District	<input type="checkbox"/> PR-1 Park-Recreational District
<input type="checkbox"/> R-8 Urban Two-Family Residential District	<input type="checkbox"/> C-1 Lowland Resource Conservancy District
<input type="checkbox"/> R-9 Multiple-Family Residential District	<input type="checkbox"/> C-2 Upland Resource Conservancy District
<input type="checkbox"/> R-10 Multiple-Family Residential District	<input type="checkbox"/> FPO Floodplain Overlay District
<input type="checkbox"/> R-11 Multiple-Family Residential District	<input type="checkbox"/> PUD Planned Unit Development Overlay District
<input type="checkbox"/> R-12 Mobile Home/Manufactured Home Park-Subdivision District	<input type="checkbox"/> AO Airport Overlay District
	<input type="checkbox"/> RC Rural Cluster Development Overlay District

(f) Check the box next to any and all of the **proposed** zoning district classifications proposed for the subject property:

<input type="checkbox"/> A-1 Agricultural Preservation District	<input type="checkbox"/> B-1 Neighborhood Business District
<input type="checkbox"/> A-2 General Agricultural District	<input type="checkbox"/> B-2 Community Business District
<input type="checkbox"/> A-3 Agricultural Related Manufacturing, Warehousing and Marketing District	<input type="checkbox"/> B-3 Highway Business District
<input type="checkbox"/> A-4 Agricultural Land Holding District	<input type="checkbox"/> B-4 Planned Business District
<input type="checkbox"/> AE-1 Agricultural Equestrian Cluster Single-Family District	<input checked="" type="checkbox"/> B-5 Wholesale Trade and Warehousing District
<input type="checkbox"/> R-1 Rural Residential District	<input type="checkbox"/> BP-1 Business Park District
<input type="checkbox"/> R-2 Suburban Single-Family Residential District	<input type="checkbox"/> B-94 Interstate Highway 94 Special Use Business District
<input type="checkbox"/> R-3 Urban Single-Family Residential District	<input type="checkbox"/> M-1 Limited Manufacturing District
<input type="checkbox"/> R-4 Urban Single-Family Residential District	<input type="checkbox"/> M-2 Heavy Manufacturing District
<input type="checkbox"/> R-4.5 Urban Single-Family Residential District	<input type="checkbox"/> M-3 Mineral Extraction District
<input type="checkbox"/> R-5 Urban Single-Family Residential District	<input type="checkbox"/> M-4 Sanitary Landfill and Hazardous Waste Disposal District
<input type="checkbox"/> R-6 Urban Single-Family Residential District	<input type="checkbox"/> I-1 Institutional District
<input type="checkbox"/> R-7 Suburban Two-Family and Three-Family Residential District	<input type="checkbox"/> PR-1 Park-Recreational District
<input type="checkbox"/> R-8 Urban Two-Family Residential District	<input type="checkbox"/> C-1 Lowland Resource Conservancy District
<input type="checkbox"/> R-9 Multiple-Family Residential District	<input type="checkbox"/> C-2 Upland Resource Conservancy District
<input type="checkbox"/> R-10 Multiple-Family Residential District	<input type="checkbox"/> FPO Floodplain Overlay District
<input type="checkbox"/> R-11 Multiple-Family Residential District	<input type="checkbox"/> PUD Planned Unit Development Overlay District
<input type="checkbox"/> R-12 Mobile Home/Manufactured Home Park-Subdivision District	<input type="checkbox"/> AO Airport Overlay District
	RC Rural Cluster Development Overlay District

**REZONING APPLICATION**

**(g)** Your request must be consistent with the existing planned land use category as shown on Map 65 of the adopted "Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035".

The existing planned land use category for the subject property is:

<input type="checkbox"/> Farmland Protection	<input type="checkbox"/> Governmental and Institutional
<input type="checkbox"/> General Agricultural and Open Land	<input type="checkbox"/> Park and Recreational
<input type="checkbox"/> Rural-Density Residential	<input type="checkbox"/> Street and Highway Right-of-Way
<input type="checkbox"/> Agricultural and Rural Density Residential	<input type="checkbox"/> Other Transportation, Communication, and Utility
<input type="checkbox"/> Suburban-Density Residential	<input type="checkbox"/> Extractive
<input type="checkbox"/> Medium-Density Residential	<input type="checkbox"/> Landfill
<input type="checkbox"/> High-Density Residential	<input type="checkbox"/> Primary Environmental Corridor
<input type="checkbox"/> Mixed Use	<input type="checkbox"/> Secondary Environmental Corridor
<input type="checkbox"/> Commercial	<input type="checkbox"/> Isolated Natural Resource Area
<input type="checkbox"/> Office/Professional Services	<input type="checkbox"/> Other Conservancy Land to be Preserved
<input checked="" type="checkbox"/> Industrial	<input type="checkbox"/> Nonfarmed Wetland
<input type="checkbox"/> Business/Industrial Park	<input type="checkbox"/> Surface Water

**(h)** Attach a plot plan or survey plat of property to be rezoned (showing location, dimensions, zoning of adjacent properties, existing uses and buildings of adjacent properties, floodways and floodplains)—drawn to scale.

**(i)** The Village of Somers Department of Planning and Development may ask for additional information.

**(j)** The name of the County Supervisor of the district wherein the property is located (District Map):

Supervisory District Number: 15 County Board Supervisor: Dave Geartsen

**(k)** The fee specified in Section 12.05-8 of this ordinance.

Request for Rezoning Petition (payable to "Kenosha County").....\$1,450.00

(For other fees see the Fee Schedule)

**Note: Agricultural Use Conversion Charge**

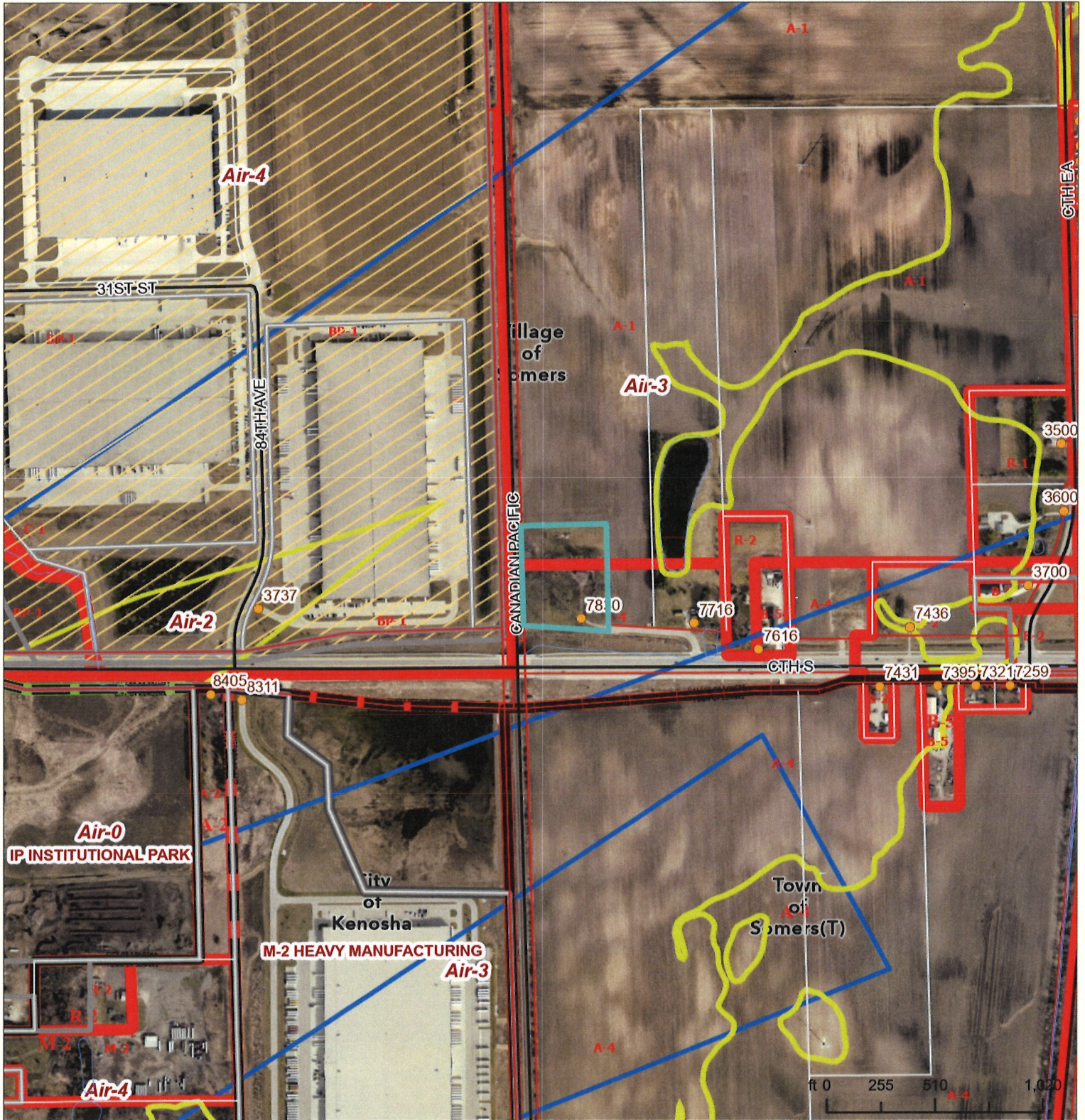
The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g. residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section at 608-266-2149 or visit <http://www.revenue.wi.gov/faqs/slf/useassmt.html>.

Note that the act of rezoning property from an agricultural zoning district to a non-agricultural zoning district does not necessarily trigger the agricultural use conversion charge. It is when the use of the property changes from agricultural that the conversion charge is assessed.

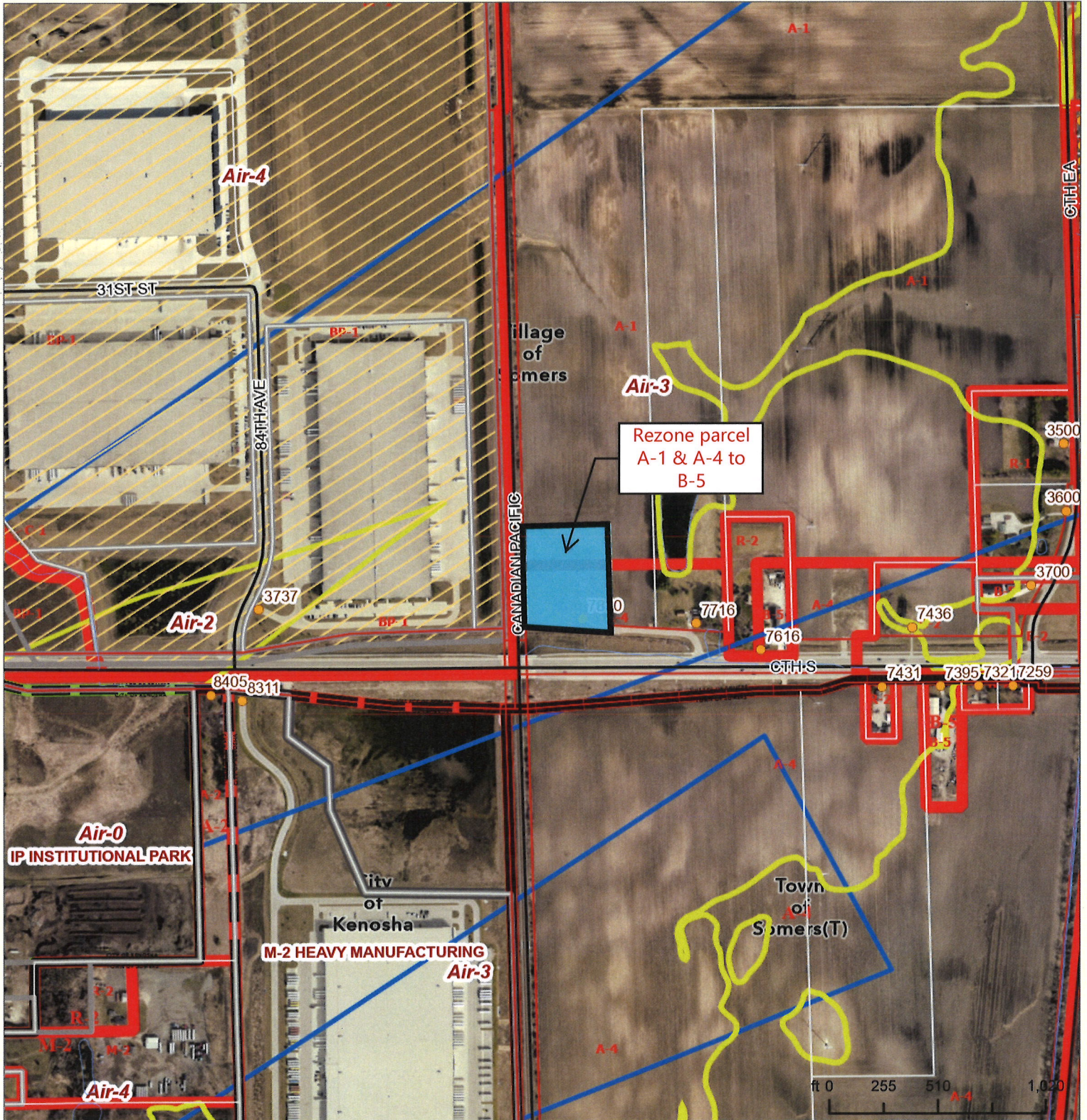


1:7,701  
 1" = 642'

Date Printed: 5/22/2025



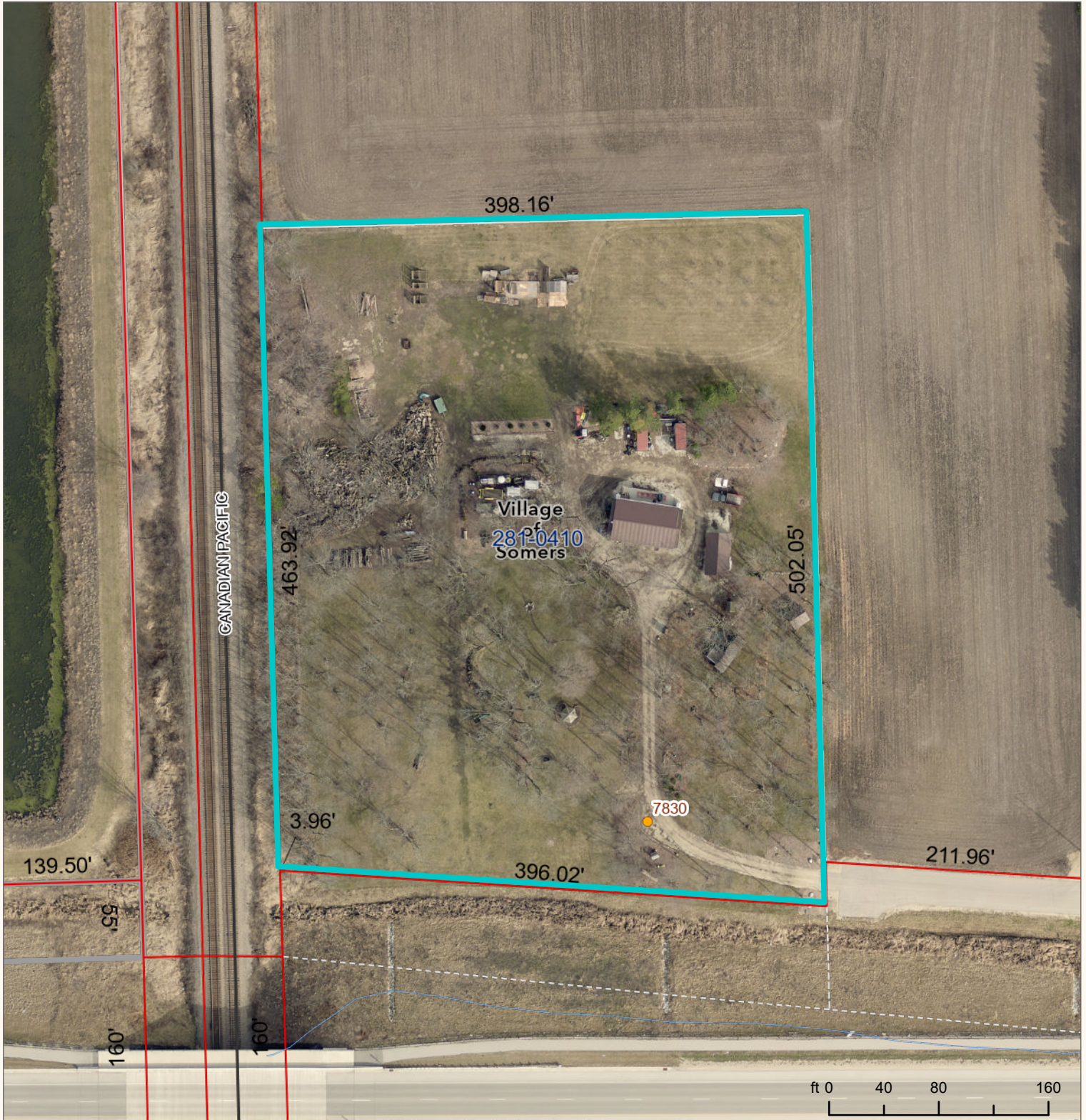
**DISCLAIMER** This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.





1:1,200  
 1" = 100'

Date Printed: 5/22/2025



**DISCLAIMER** This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.

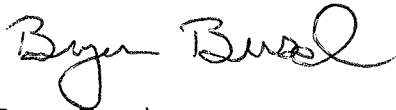
May 18th, 2025

To the village of Somers

As Bryan Busch owner of Busch Tree Expert LLC, I am writing this letter due to a rezoning request.

Pete Parcenka is the owner of the property that I am interested in parking at for my business. His address is 7830 38th street, Kenosha, WI 53144. I own a tree business and am looking for a secure place to park. I do all my work at residential properties, and work for multiple townships as well. I won't be dumping grass or concrete on his land, I strictly only do tree work. I dispose of my products to customers that need any tree related debris. I am not opening a store at his residence and never plan to. I am showing up to his property to strictly get my work truck to go to work for the day's scheduled jobs. I don't have any junk equipment that I will be leaving on his property. Business cards are included. If you need any future tree work done, feel free to email me or refer anyone to us. Thank you Bryan Busch 262-770-0053.

Thank you



Bryan Busch  
Owner/Operator  
Busch Tree Expert



7830 - 385T





May 2015

# VILLAGE OF SOMERS

## Department of Planning & Development

**RECEIVED**

MAY 22 2025

Kenosha County  
Planning & Development

### CONDITIONAL USE PERMIT APPLICATION

(a) Property Owner's Name:

*Peter w Parcenka*

Print Name: *Peter w Parcenka*

Signature: *Peter w Parcenka*

Mailing Address: *8400-10PL*

City: *Kenosha*

State: *wi*

Zip: *53144*

Phone Number: *262-287-4228*

E-mail (optional):

Note: Unless the property owner's signature can be obtained in the above space, a letter of agent status signed by the legal property owner must be submitted if you are a tenant, leaseholder, or authorized agent representing the legal owner, allowing you to act on their behalf.

(b) Agent's Name (if applicable):

Print Name: \_\_\_\_\_

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

Business Name: \_\_\_\_\_

Mailing Address: *None*

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail (optional): \_\_\_\_\_

(c) Architect's Name (if applicable):

Print Name: \_\_\_\_\_

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

Business Name: \_\_\_\_\_

Mailing Address: *None*

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail (optional): \_\_\_\_\_

(d) Engineer's Name (if applicable):

Print Name: \_\_\_\_\_

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

Business Name: \_\_\_\_\_

Mailing Address: *None*

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail (optional): \_\_\_\_\_

CONDITIONAL USE PERMIT APPLICATION

(e) Tax key number(s) of subject site:

82-4-222-281-0410

Address of the subject site:

7830 - 38<sup>TH</sup> ST

(f) Plan of Operation (or attach separate plan of operation)

Type of structure:

None

Proposed operation or use of the structure or site:

See Attached...

Number of employees (by shift): 3

Hours of Operation: 40 Hours

Any outdoor entertainment? If so, please explain: None

Any outdoor storage? If so, please explain: YES - ~~None~~ Parking of vehicles/equipment outside

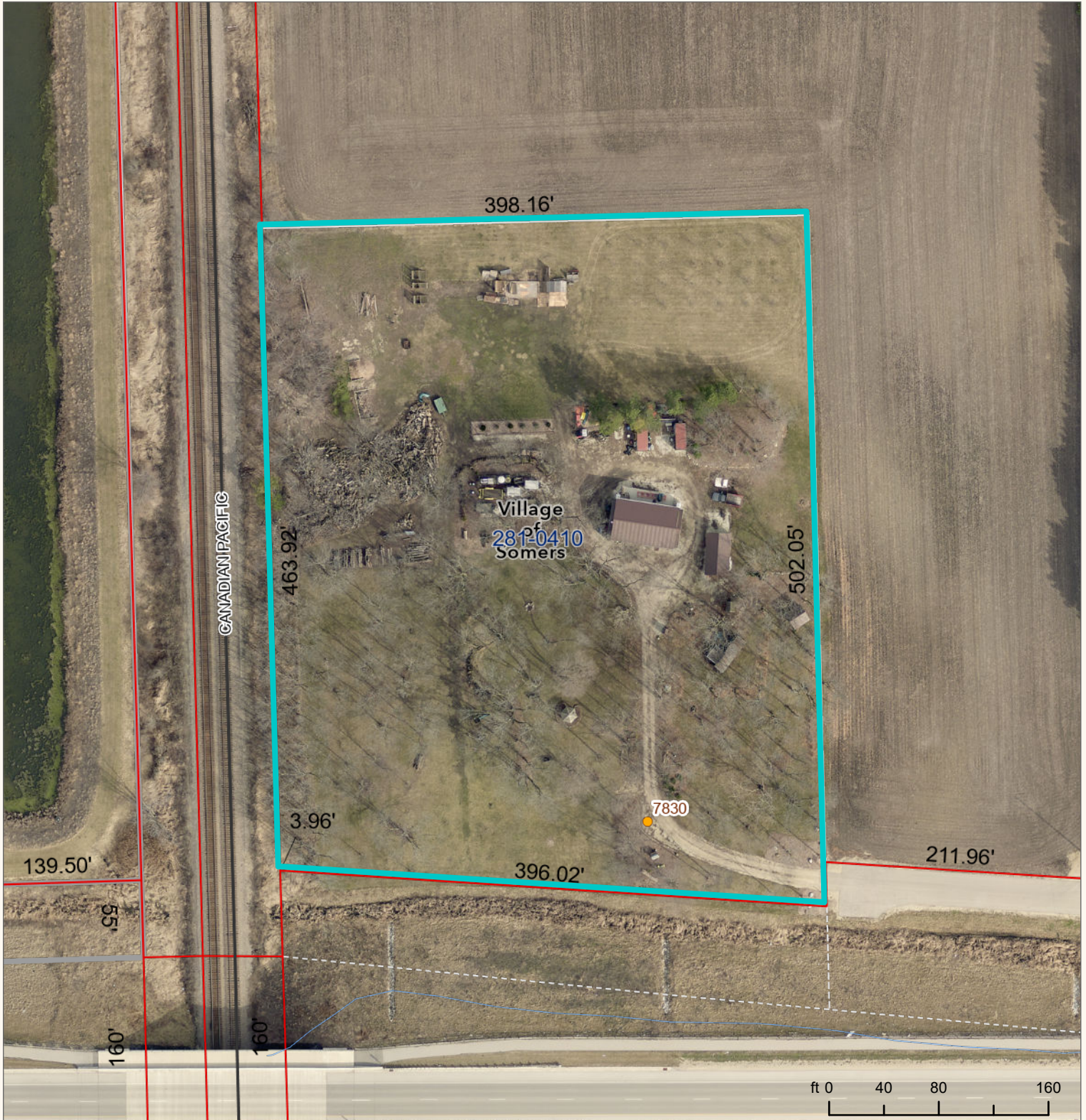
Zoning district of the property: A-1 & A-4 (current) - B-5 proposed

(g) Attach a plat of survey prepared by a professional land surveyor or site plan drawn to scale and approved by the Kenosha County Department of Planning & Development showing all of the information required under section 12.05-1(h)3 for a zoning permit. In addition, the plat of survey or site plan layout shall show the location, elevation and use of any abutting lands and the location and foundation elevations of structures within 50 feet of the subject site; soil mapping unit lines; ordinary high water mark, historic high water marks and floodlands on or within 50 feet of the subject premises, existing and proposed gravel, asphalt and concrete surfaces, existing and proposed signage, existing and proposed buildings, and existing and proposed landscaping.



1:1,200  
 1" = 100'

Date Printed: 5/22/2025



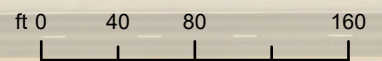
**DISCLAIMER** This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.



Proposed vehicle  
 parking area -  
 approx. 4775 sq. ft.

Village  
 of  
 281-0410  
 Somers

7830



**DISCLAIMER** This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.

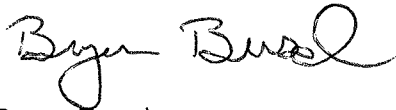
May 18th, 2025

To the village of Somers

As Bryan Busch owner of Busch Tree Expert LLC, I am writing this letter due to a rezoning request.

Pete Parcenka is the owner of the property that I am interested in parking at for my business. His address is 7830 38th street, Kenosha, WI 53144. I own a tree business and am looking for a secure place to park. I do all my work at residential properties, and work for multiple townships as well. I won't be dumping grass or concrete on his land, I strictly only do tree work. I dispose of my products to customers that need any tree related debris. I am not opening a store at his residence and never plan to. I am showing up to his property to strictly get my work truck to go to work for the day's scheduled jobs. I don't have any junk equipment that I will be leaving on his property. Business cards are included. If you need any future tree work done, feel free to email me or refer anyone to us. Thank you Bryan Busch 262-770-0053.

Thank you



Bryan Busch  
Owner/Operator  
Busch Tree Expert



7830-385T



# CONDITIONAL USE PERMIT

Document Number

Document Title

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

The Village Board of the Village of Somers, Kenosha County, Wisconsin, hereby grants to the owners of the above referenced parcels, described with more particularity on the legal description attached hereto and incorporated herein by reference, the right for the owners, their lessees, agents or representatives, to utilize the above-real property, subject to the following conditions:

1. This Conditional Use Permit is subject to the application of Peter W. Parceka and Laura E. Parceka (Owners) and Bryan Busch, d/b/a Busch Tree Expert (Lessee) on file in the office of the Village Department of Planning and Development.
2. This Conditional Use Permit shall replace and supersede any prior Conditional Use Permits issued by the Village of Somers.
3. The applicant shall comply with all parking requirements outlined in the Village of Somers General Zoning and Shoreland/Floodplain Zoning Ordinance and Section ZN 5.03(8)(b)34 and all provisions of the Memorandum dated July 1, 2025, from Luke Godshall on file with the Village.
4. Lighting Plan and Landscaping to be approved in writing by Village Administrator. No drainage impact may occur on adjoining properties.
5. The issuance of a Zoning Permit is required for the installation of all signage and shall comply with the regulations set forth in the Village of Somers General Zoning and Shoreland/Floodplain Zoning Ordinance. All signage shall be approved by the Village of Somers prior to installation. No storefront or retail operations shall be allowed.
6. All maintenance and repair of equipment and vehicles shall be conducted inside the buildings. There shall be no repair work conducted on any vehicle, regardless of the nature of the vehicle, motorized or unmotorized, outside of the building or outside on the site.
7. The hours of operation shall be: 6:00 a.m. to 8:00 p.m. Any expansion of such hours shall occur only following review by and the consent of the Village Board. Parking area to be secured after business hours.

Recording Area

Name and Return Address

Davison Law Office, Ltd.  
1207 55th Street  
Kenosha, WI 53140

82-4-222-281-0410

Parcel Identification Number (PIN)

8. All dumpsters shall be located behind the screened fencing referred to at Item 14, below, so as not to be visible from street rights-of-way and adjacent residential uses. All materials waiting for recycling shall be within the fenced area.
9. There shall be no storage of gasoline in excess of 15 gallons, other petrohydrocarbons or any other material classified as hazardous at the site or in or outside of any building located thereon.
10. No bulk storage of snow.
11. No storage of junk on the property. No storage of grass, concrete or other outdoor materials.
12. A detailed site and security plan shall be submitted indicating the location of storage areas and must be approved by the Village Administrator.
13. No sublessees or tenants or businesses shall be allowed on any portion of the premises without the advance written consent of the Village of Somers.
14. All vehicles, inventory and equipment will be stored either inside of a building or behind the screened security fence so that such items are not visible from outside of the screened fencing. There shall be no overnight parking of any semi-tractor, trailer, wrecker or any other vehicle outside of the security fence. No permanent structure shall be located closer than sixty-five (65') feet from property lines.
15. Any change of the submitted plan of operation, change in use, and/or a proposed addition(s) to any existing principal building(s) or proposed new principal building(s), shall require the petitioner to reapply for a Conditional Use Permit to the Village of Somers for its review and approval.
16. It is the responsibility of the undersigned to assure and guarantee that the above stated conditions are fully complied with. Any deviation from the approved plans and conditions shall result in the issuance of a citation and associated stop work order until such time as the project is brought back into compliance. Continuance of the project shall result in a recommendation for revocation of the Conditional Use Permit.
17. The property shall be inspected annually by the Building Inspector for compliance.

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

By: \_\_\_\_\_  
Peter W. Parceka

By: \_\_\_\_\_  
Laura E. Parceka

STATE OF WISCONSIN )  
 ) SS.  
COUNTY OF KENOSHA )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, the above named Peter W. Parceka and Laura E. Parceka, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public; Kenosha County, WI  
My commission expires \_\_\_\_\_.

By: \_\_\_\_\_  
Bryan Busch, d/b/a Busch Tree Expert

STATE OF WISCONSIN )  
 ) SS.  
COUNTY OF KENOSHA )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, the above named Bryan Busch, d/b/a Busch Tree Expert, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public; Kenosha County, WI  
My commission expires \_\_\_\_\_.

This instrument was drafted by

Attorney Jeffrey J. Davison  
DAVISON LAW OFFICE, LTD.

## LEGAL DESCRIPTION

Part of the Northeast  $\frac{1}{4}$  of Section 28, Town 2 North, Range 22 East of the Fourth Principal Meridian, and being more particularly described as: Commencing on the South line of said  $\frac{1}{4}$  section, North 89 degrees 48 minutes 19 seconds East 57.77 feet from the Southwest corner thereof; thence North 1 degree 39 minutes 21 seconds West along the East right-of-way line of the Soo Line Railroad 160.05 feet to the North right-of-way line of State Trunk Highway 142 (38<sup>th</sup> Street) and the point of beginning of the property to be herein described; thence continue North 1 degree 39 minutes 21 seconds West along said railroad right-of-way line 528.94 feet; thence North 88 degrees 20 minutes 39 seconds East at right angles 398.16 feet; thence South 1 degree 39 minutes 21 seconds east 567.29 feet to the North right-of-way line of said highway; thence North 86 degrees 09 minutes 15 seconds West along said North right-of-way line 400.00 feet to the point of beginning;

EXCEPTING right-of-way acquisition described in document #1851381 as follows:

Part of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 28, Township 2 North, Range 22 East of the Fourth Principal Meridian, lying and being in the Village of Somers, Kenosha County, Wisconsin more particularly described as follows: Commencing at the Southeast Corner of said Quarter Section; thence South 89°48'10" West along the South line of said  $\frac{1}{4}$  Section 2618.08 feet to a point on the East line of Canadian Pacific Railroad; thence North 01°39'30" West along said East line 160.05 feet to the point of beginning of lands to be described; thence continuing North 01°39'30" West along said East line 65.02 feet to a point; thence North 89°48'11" East 3.96 feet to a point; thence South 86°09'24" East 396.02 feet to a point; thence South 01°39'30" East 65.24 feet to a point on the North line of CTH S; thence North 86°09'24" West along said North line 399.15 feet to a point; thence South 89°48'11" West along said North line 0.85 feet to the point of beginning.

Subject to easements and restrictions of record and lying and being in the Village of Somers, Kenosha County, Wisconsin.

Parcel # 82-4-222-281-0410



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

---

**WORK SESSION:** Aug. 5, 2025

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

**FROM:** Kevin Poirier, Assistant Administrator

**AGENDA ITEM:** #9c Discuss Plan Commission Recommendations (Willow Creek):

Request by: Berwick Properties Inc, 4011 80th St, Kenosha, WI 53142 (Owner), Daniel Szczap, Bear Development, LLC, 4011 80th St., Kenosha, WI 53142 (Agent); requests an amendment to the land use plan map for the Village of Somers (Map 80) as adopted in the Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035 from High-Density Residential to Medium-Density Residential, on Tax Parcel #s 82-4-222-151-0560, 82-4-222-151-0561, 82-4-222-151-0563, located in the NE 1/4 of Section 15, T2N, R22E, Village of Somers. (For information use only, the property is East and South of the Pike Creek Lift Station.)

---

**BACKGROUND:**

The Willow Creek Subdivision has been planned since 2018. The Developer, Bear Realty has met regularly with the Village over the years. The development originally included a mix of single-family homes and owner-occupied duplexes. None were going to have basement due to the high-water table on the property. The development is dependent on TID incentives and in 2019, TID 4 was amended to allow for the development to occur within the 35 percent residential cap.

In 2024, the developer contacted the Village and in light of the fact that they were able to secure some fill for the site, they proposed to change the project to single-family houses with basement throughout the property.

The new concept was presented to the Plan Commission in July and was well received. The Village granted them the necessary fill permit.

The Willow Creek Comprehensive Plan Amendment was recommended for approval unanimously at the October 14, 2025 meeting. At that meeting, the Rezoning application was tabled as the developer changed the subdivision to single-family housing.

On May 12, the Plan Commission held the necessary public hearing for the Rezoning and the Preliminary Plat. The requests were discussed, and the commission recommended approval for the Rezoning (5-0) and the Preliminary Plat (5-0).

Kenosha County Planning has reviewed the application and materials submitted and recommends approval with several conditions listed in report dated April 28, 2025. Baxter Woodman provided additional comments in a report dated April 28, 2025.

#### COMMENTS:

The Comprehensive Plan change was never brought up in front of the Board for approval.

The Willow Creek Preliminary Plat and Rezoning was approved by the Board at their May 27, 2025 meeting.

#### ATTACHMENTS:

Comprehensive Plan Amendment Application

Plan Commission Minutes of Oct. 14, 2024 meeting



*Providing Creative Real Estate Solutions to Build Better Communities*

---

**August 30, 2024**

Mr. Luke Godshall  
Kenosha County  
19600 75<sup>th</sup> Street  
Bristol, WI 53104

**Re: Village of Somers Comprehensive Plan Amendment-Willow Creek**

Dear Mr. Godshall:

Bear Development, LLC is pleased to submit this letter and the enclosed submittal materials as formal application for an Amendment to the Village of Somers Comprehensive Plan. Bear Development is acting on behalf of the record owner, Berwick Properties, Inc.

**Subject Property**

Willow Creek consists of approximately 40.55 acres of vacant land in the Village of Somers. Also included in the application is the existing right of way of Willow Creek Court, which consists of approximately 3.45 acres.

The land is located on the south side of CTH E (Somers Road), approximately 900 feet east of STH 31 (Green Bay Road).

**Tax Key Numbers:** 82-4-222-151-0563, 82-4-222-151-0560 and 82-4-222-151-0561

**Current Land Use**

The subject property is unimproved and is actively farmed for row crops.

**Proposed Use**

Bear Development, LLC is seeking approval for mixed residential neighborhood consisting of single family homes, duplexes and open space.

**Existing Village of Somers Land Use Plan Designation**

The subject property is designated High Density Residential and Natural Area.

**Proposed Village of Somers Land Use Plan Designation**

Bear Development is respectfully requesting an amendment to the Village of Somers Land Use Plan to designate the property Medium Density Residential and Natural Area.

**Conceptual Plan**

Bear Development recently presented a Conceptual Plan before the Village of Somers Plan Commission. The proposal received positive feedback and the Applicants were encouraged to move forward with a Comprehensive Plan Amendment and Zoning Reclassification to facilitate the Concept Plan.

The Concept Plan includes the following:



Phone: 262.694.2327



[www.beardevelopment.com](http://www.beardevelopment.com)



4011 80<sup>th</sup> Street, Kenosha, WI 53142

- Gross Land Area of 44 acres
  - Gross Land Area includes the Willow Creek Court, which is planned to be vacated.
- 33 Single Family Homes Sites
- 64 Twin Home Lots
  - Duplex Style Units with Zero Lot line
- 97 Total Dwelling Units
- Gross Site Density: 2.2 Dwelling Units per Acre (19,759 SF per Dwelling Unit).

We feel the request for Amendment to the Village Comprehensive Plan is compatible with existing and planned land use in the general area.

Should you have any questions regarding this request, please do not hesitate to contact me. I can be reached at (262) 842-0556 or by email, [dan@beardevelopment.com](mailto:dan@beardevelopment.com)

Thank you for your time and consideration.

Sincerely,



Daniel Szczap  
Bear Development, LLC



Phone: 262.694.2327



[www.beardevelopment.com](http://www.beardevelopment.com)



4011 80<sup>th</sup> Street, Kenosha, WI 53142



# VILLAGE OF SOMERS

May 2015

## VILLAGE OF SOMERS COMPREHENSIVE PLAN MAP AMENDMENT APPLICATION

(a) Property Owner's Name:

Berwick Properties, Inc.

x   
Signature

Mailing Address:

4011 80th Street

City: Kenosha

State: WI

Zip: 53142

Phone Number: (262) 949-3788 E-mail (optional): dan@beardevelopment.com

Note: If the property owner's signature cannot be obtained in the above space, a "letter of agent status" signed by the property owner must be submitted if you are an applicant (tenant, leaseholder, or authorized agent representing the legal owner) acting on their behalf.

Applicant's Name (if applicable):

Daniel Szczap

x   
Signature

Mailing Address:

4011 80th Street

City: Kenosha

State: WI

Zip: 53142

Phone Number: (262) 949-3788 E-mail (optional): dan@beardevelopment.com

(b) Existing planned land use category as shown on Map 80 of the document entitled, "A Multi-Jurisdictional Comprehensive Plan For Kenosha County: 2035":

High Density Residential

(c) Proposed land use category (must be a land use category included in the legend for Map 80 of the document entitled, "A Multi-Jurisdictional Comprehensive Plan For Kenosha County: 2035":

Medium Denisty Residential

**VILLAGE OF SOMERS COMPREHENSIVE PLAN MAP AMENDMENT APPLICATION**

**(d)** Proposed use (a statement of intended use and/or the type, extent, area, etc. of any development project):

The applicant is proposing a mixed-residential neighborhood consisting of 33 traditional single family home sites and 64 duplex units.

**(e)** Compatibility with the Village of Somers Comprehensive Plan (address the following questions in detail):

**(e-1)** Is the proposed amendment consistent with the goals, objectives, policies, and programs of this plan? Explain:

The Village of Somers Comprehensive Plan calls for High Density Residential, therefore the Applicants proposal for Medium Density Residential is a less intense land use designation.

**VILLAGE OF SOMERS COMPREHENSIVE PLAN MAP AMENDMENT APPLICATION**

**(e-2)** Is the proposed amendment compatible with surrounding land uses? Explain its compatibility with both existing and planned land uses:

Yes, the proposed mixed-use residential use is compatible with existing and planned uses in the area.

**(e-3)** Will the proposed amendment have any detrimental environmental effects? Explain:

The proposed use will not have any detrimental environmental impacts. The proposal gave careful consideration to the existing wetlands, floodplain and Primary Environmental Corridor on the site and avoided those natural resource features.

VILLAGE OF SOMERS COMPREHENSIVE PLAN MAP AMENDMENT APPLICATION

**(e-4)** Has a substantial public benefit been demonstrated by the proposed plan amendment? Explain:

The proposed residential development has a substantial public benefit by providing much need mix of housing stock in the Village of Somers. Further, the property is planned for residential and has access to public sanitary sewer and water facilities as well as frontage on a County highway. Further, the finished development will create a substantial increase in taxable value.

**(e-5)** Are public roads, services, and utilities available, or planned to be available in the near future, to serve the proposed development? Explain:

The property is located on CTH E.

The property has access to existing public sanitary sewer and public water main that are adjacent to the site.

**VILLAGE OF SOMERS COMPREHENSIVE PLAN MAP AMENDMENT APPLICATION**

**(e-6)** Are existing or planned facilities and services adequate to serve the type of development associated with the amendment? Explain:

Yes, the existing public services are adequate to serve the proposed residential neighborhood.

**(e-7)** Any additional data or information as requested by the Department of Planning and Development:

VILLAGE OF SOMERS COMPREHENSIVE PLAN MAP AMENDMENT APPLICATION

(f) Attach a legal description and provide the tax key number(s) below of property to be amended on the Village of Somers Comprehensive Plan:

A full legal description will be provided at the time of platting.

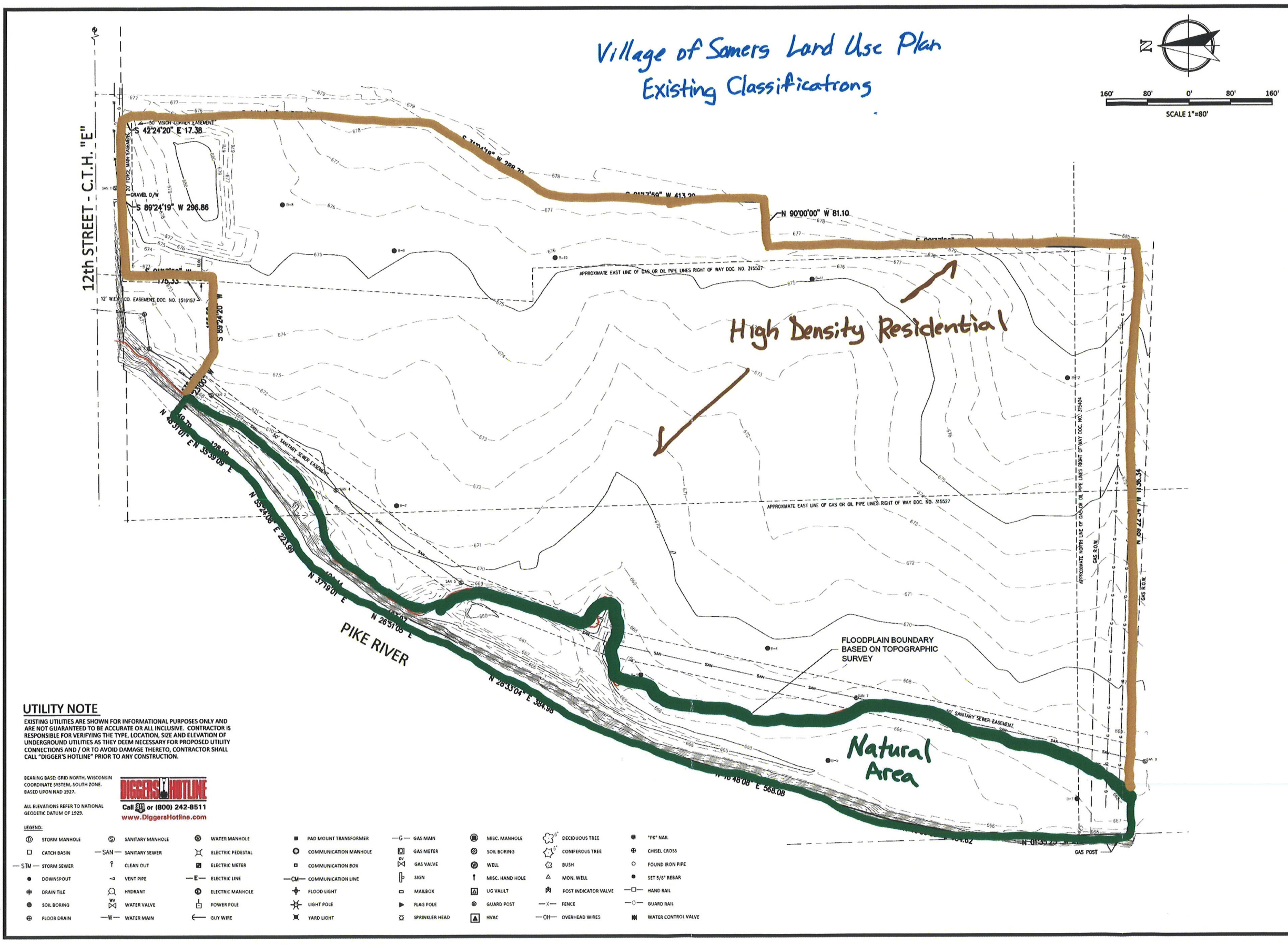
The property consists of Tax Key Numbers: 82-4-222-151-0563, 82-4-222-151-0561 and 82-4-222-151-0560

(g) Attach plot plan or survey plat of property to be amended on the comprehensive plan (showing location, dimensions, planned land use of adjacent properties, existing uses and buildings of adjacent properties—drawn to scale).

(h) The fee specified in Section 12.05-8 of this ordinance.

Request for Land Use Plan Map Amendment (payable to "Kenosha County") .....\$1,435.00

# Village of Somers Land Use Plan Existing Classifications



**mb**  
Nielsen Madsen + Barber  
CIVIL ENGINEERS AND LAND SURVEYORS  
1458 Horizon Blvd, Suite 200, Racine, WI, 53406  
Tele: (262)634-5588 Website: www.nmbssc.net

**WILLOW CREEK  
TOPOGRAPHIC SURVEY**  
FOR  
BEAR DEVELOPMENT  
VILLAGE OF SOMERS, COUNTY OF KENOSHA, STATE OF WISCONSIN

**UTILITY NOTE**  
EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND / OR TO AVOID DAMAGE THERETO, CONTRACTOR SHALL CALL "DIGGER'S HOTLINE" PRIOR TO ANY CONSTRUCTION.

BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE, BASED UPON NAD 1927.  
ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.  
**DIGGER'S HOTLINE**  
Call (608) or (800) 242-8511  
www.DiggersHotline.com

**LEGEND:**

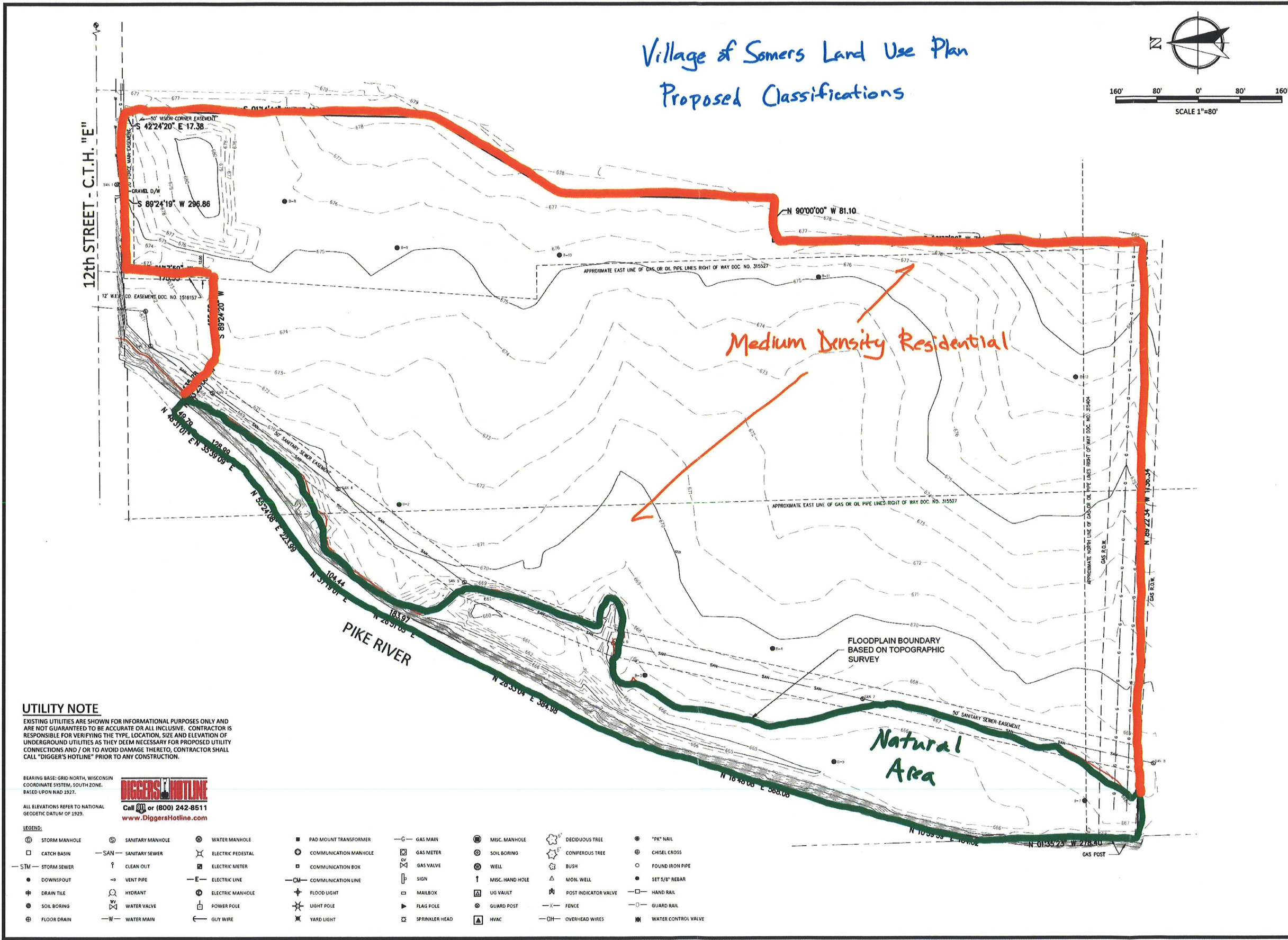
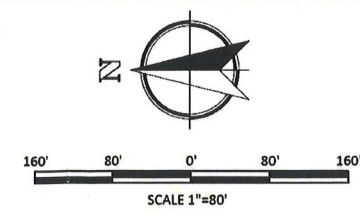
SM - STORM MANHOLE	SM - SANITARY MANHOLE	WM - WATER MANHOLE	PT - PAD MOUNT TRANSFORMER	GM - GAS MAIN	MB - MISC. MANHOLE	DT - DECIDUOUS TREE	FN - "FK" NAIL
CB - CATCH BASIN	CAN - SANITARY SEWER	EP - ELECTRIC PEDESTAL	CM - COMMUNICATION MANHOLE	GM - GAS METER	SB - SOIL BORING	CT - CONIFEROUS TREE	CC - CHISEL CROSS
SP - STORM SEWER	CO - CLEAN OUT	EM - ELECTRIC METER	CB - COMMUNICATION BOX	GV - GAS VALVE	W - WELL	B - BUSH	FI - FOUND IRON PIPE
DP - DOWNSPOUT	VP - VENT PIPE	EL - ELECTRIC LINE	CL - COMMUNICATION LINE	SI - SIGN	MH - MISC. HAND HOLE	MW - MON. WELL	SR - SET 5/8" REBAR
HT - HYDRANT	HY - HYDRANT	EM - ELECTRIC MANHOLE	FL - FLOOD LIGHT	MB - MAILBOX	UV - UG VAULT	PIV - POST INDICATOR VALVE	HR - HAND RAIL
ST - SOIL BORING	WV - WATER VALVE	PP - POWER POLE	LP - LIGHT POLE	FP - FLAG POLE	GP - GUARD POST	F - FENCE	GR - GUARD RAIL
FD - FLOOR DRAIN	WM - WATER MAIN	GW - GUY WIRE	YL - YARD LIGHT	SH - SPRINKLER HEAD	HV - HVAC	OW - OVER-HEAD WIRES	WCV - WATER CONTROL VALVE

NO.	REVISION	BY	DATE

PROJ. MGR: MRM  
DRAFTED: FJM  
DATE: 11-6-2018  
CHECKED: JJC  
DATE: 11-7-2018  
**2018.0302.01**  
SHEET **1** OF **1**



# Village of Somers Land Use Plan Proposed Classifications



**UTILITY NOTE**  
EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND/OR TO AVOID DAMAGE THERE TO, CONTRACTOR SHALL CALL "DIGGERS HOTLINE" PRIOR TO ANY CONSTRUCTION.

BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE, BASED UPON NAD 1927.  
ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.  
**DIGGERS HOTLINE**  
Call (800) 242-8511  
www.DiggersHotline.com

**LEGEND:**

⊕ STORM MANHOLE	⊕ SANITARY MANHOLE	⊕ WATER MANHOLE	■ PAD MOUNT TRANSFORMER	— GAS MAIN	⊕ MISC. MANHOLE	⊕ DECIDUOUS TREE	⊕ "PK" NAIL
□ CATCH BASIN	— SAN — SANITARY SEWER	⊕ ELECTRIC PEDESTAL	⊕ COMMUNICATION MANHOLE	⊕ GAS METER	⊕ SOIL BORING	⊕ CONIFEROUS TREE	⊕ CHISEL CROSS
— STM — STORM SEWER	↑ CLEAN OUT	⊕ ELECTRIC METER	⊕ COMMUNICATION BOX	⊕ GAS VALVE	⊕ WELL	⊕ BUSH	⊕ FOUND IRON PIPE
⊕ DOWNSPOUT	⊕ VENT PIPE	— E — ELECTRIC LINE	— CM — COMMUNICATION LINE	⊕ SIGN	⊕ MISC. HAND HOLE	⊕ MON. WELL	⊕ SET 5/8" REBAR
⊕ DRAIN TILE	⊕ HYDRANT	⊕ ELECTRIC MANHOLE	⊕ FLOOD LIGHT	⊕ MAILBOX	⊕ US VAULT	⊕ POST INDICATOR VALVE	⊕ HAND RAIL
⊕ SOIL BORING	⊕ WATER VALVE	⊕ POWER POLE	⊕ LIGHT POLE	⊕ FLAG POLE	⊕ GUARD POST	— X — FENCE	⊕ GUARD RAIL
⊕ FLOOR DRAIN	— W — WATER MAIN	⊕ GUY WIRE	⊕ YARD LIGHT	⊕ SPRINKLER HEAD	⊕ HVAC	— OH — OVER-HEAD WIRES	⊕ WATER CONTROL VALVE

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Tele: (262)634-5588 Website: www.nmbc.net

**WILLOW CREEK TOPOGRAPHIC SURVEY**  
FOR BEAR DEVELOPMENT  
VILLAGE OF SOMERS, COUNTY OF KENOSHA, STATE OF WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR: MRM  
DRAFTED: FLH  
DATE: 11-6-2018  
CHECKED: JJC  
DATE: 11-7-2018  
**2018.0302.01**  
SHEET **1** OF **1**

Wednesday, November 07, 2018 3:24:45 PM



Village of Somers  
Proceeding from the Village Plan  
Commission Meeting  
Oct. 14, 2024

## 1. Call to Order

Chairman Stoner called the meeting to order at 5:28 p.m.

Present:

- Chairman George **Stoner**
- Commissioner Troy **Steege**
- Commissioner Gregg **Thompson**
- Commissioner Vinnie **Chambers**
- Commissioner Don **Boxx**
- Commissioner Michael **DeLuca**

Absent:

- Commissioner Jerry **Romanowski**
- Alternate Pat **Juliana**

Staff present in person: Administrator Jason Peters, Assistant to the Administrator Kevin Poirier, Somers Fire Chief Ben Andersen, Deputy Chief Jodin Froeber  
Village Trustees: Jackie Nelson  
Kenosha County Planners: Luke Godshall  
Village Engineer: Brett Biver

## 2. Pledge of Allegiance

Chairman **Stoner** led everyone in the Pledge of Allegiance.

## 3. Approve Minutes of the Aug. 12, 2024 Meeting

Commissioner **Boxx** moved to approve to the minutes.  
Seconded by Commissioner **Steege**.  
Motion carried. 6-0 vote.

## 4. Correspondence

None

## 5. Citizen Comments

Tom **Harper** – 8910 12<sup>th</sup> Street

Mr. **Harper** mentioned that his property is very close to the school and bring up parking concerns. He mentions that cars have parked on the road during events and it is a safety concern, He also mentions noise from indoor and outdoor events and hopes that sound proofing options will be considered.

6. **Rezone: Public Hearing and Action on Request by:** John & Ruthann Spaay, 6828 Grand Pkwy, Wauwatosa, WI 53213 (Owner), Steven Frederick, 5025 12th St., Kenosha, WI 53144 (Agent), requesting approval of a rezoning from R-2 Suburban Single-Family Residential Dist. & A-2 General Agricultural Dist. to R-2 Suburban Single-Family Residential Dist. on Tax Parcel #82-4-222-142-0070, located in the NW ¼ of Section 14, T2N, R22E, Village of Somers. *(For information only, the property is located on the south side of Highway E, two parcel east of 52<sup>nd</sup> Avenue.)*

Public comments: none

Commissioner **Boxx** makes a motion to approve the request.

Commissioner **Steege** seconds the motion.

Motion carried. 6-0.

Passes unanimously

7. **Land Division (Certified Survey Map): Discussion and Action on Request by:** John & Ruthann Spaay, 6828 Grand Pkwy, Wauwatosa, WI 53213 (Owner), Steven Frederick, 5025 12th St., Kenosha, WI 53144 (Agent), requests approval of a Certified Survey Map (dated August 26, 2024 and prepared by Mark A. Bolender of Ambit Land Surveying) to create two (2) 4.82-acre Lots from Tax Parcel #82-4-222-142-0070, located in the NW ¼ of Section 14, T2N, R22E, Village of Somers. *(For information only, the property is located on the south side of Highway E, two parcel east of 52<sup>nd</sup> Avenue.)*

Public comments: none

Commissioner **Boxx** makes a motion to approve the request.

Commissioner **Thompson** seconds the motion.

Motion carried. 6-0.

Passes unanimously

8. **Comprehensive Plan Amendment: Public Hearing and Action on Request by:** Berwick Properties Inc, 4011 80th St, Kenosha, WI 53142 (Owner), Daniel Szczap, Bear Development, LLC, 4011 80th St., Kenosha, WI 53142 (Agent); requests an amendment to the land use plan map for the Village of Somers (Map 80) as adopted in the Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035 from High-Density

Residential to Medium-Density Residential, on Tax Parcel #s 82-4-222-151-0560, 82-4-222-151-0561, 82-4-222-151-0563, located in the NE 1/4 of Section 15, T2N, R22E, Village of Somers. *(For information use only, the property is East and South of the Pike Creek Lift Station.)*

Public comments: none

Commissioner **Boxx** makes a motion to approve the request.

Administrator **Peters** mentions that there have been changes to the project since the concept was presented to the board at their July 8<sup>th</sup> meeting.

Bear Development Project Manager Dan **Szczap** mentions that the project presented was a residential mix of 33 single-family homes and 64 two-family buildings that received positive feedback when it was presented in July. They therefore started the process to re-zone and amend the comprehensive land use plan accordingly. They are proposing zero lot-line parcels to accommodate the two-family buildings. It would look like a condominium but be on a fee-simple lot. They have done this before in Mount Pleasant.

**Szczap** suggests three ways to move forward:

1. Move forward with the concept plan and using a PUD to handle deviations
2. Changing the two-family dwellings to condos
3. Changing the zoning code to accommodate zero-lot-line development

Administrator **Peters** mentions that Bear is also looking at the possibility of filling the site and changing it to single-family homes.

**Szczap** mentions that the soil condition and high ground water on the property has been challenging and that the fill would allow for the structures to be built with basements. They are in discussion to secure fill for the site but that has not been finalized.

Commissioner **Boxx** gets confirmation from **Szczap** that if sufficient fill is secured, the duplexes would be changed to single-family homes on the entire site. If the fill is not secured, the developer would plan to move forward with zero-lot-line dwellings to accommodate the challenges of the site and be a financially viable project. The developer states that condominiums is a complicated form of ownership and is not their preference.

Commissioner **Boxx** mentions that the developer is asking for a reduction of the setbacks from what the zoning allows.

Commissioner **Steege** asks whether, in the case the site is converted to single-family homes, the setbacks would be compliant with current ordinances.

**Szczap** states that he is not sure as the site plan is likely to change and they may ask for minor relief.

Commissioner **Steege** asks for clarification about the changes from the plan resented in July.

**Szczap** states that the building and roads through the site did not change, only the lot lines through the duplexes have changed to create zero-lot-line fee-simple lots.

Commissioner **Boxx** asks details about the maintenance of the property.

**Szczap** explains that declarations, homeowner association and/or covenants would govern maintenance, common areas, architecture and insurance.

Commissioner **DeLuca** asks again whether the developer would still ask for zero-lot-lots if they secured the fill.

**Szczap** states that if the fill is secured, they would eliminate the two-family units in favor of single-family lots.

Chairman **Stoner** is concerned about zero-lot-line and issues with neighbors maintaining their properties to different standards.

**Szczap** states that the management documents would be similar to a condominium.

Chairman **Stoner** mentions concerns about the fill process and that the size of the lots for single family homes would have to change.

Chairman **Thompson** mentions being in favor of the medium density single-family project but is concern about the timing of the fill as it relates to weather.

Commissioner **Boxx** asks whether the management documents from a similar site could be provided to the commission for review.

**Szczap** states that that document is owned by a third party and would need approval before sharing it.

Commissioner **Steege** makes a motion to approve the request.

Commissioner **Chambers** seconds the motion.

Motion carried. 6-0.

Passes unanimously

## 9. Rezoning w/ PUD:

**Public Hearing and Action on Request by:** Berwick Properties Inc, 4011 80th St, Kenosha, WI 53142 (Owner), Daniel Szczap, Bear Development, LLC, 4011 80th St., Kenosha, WI 53142 (Agent); requesting approval of a rezoning from R-9 Multiple-

Family Residential Dist., C-1 Lowland Resource Conservancy Dist., and A-2 General Agricultural Dist. to R-9 Multiple-Family Residential Dist., R-5 Urban Single-Family Residential Dist., and C-1 Lowland Resource Conservancy Dist., and PUD Planned Unit Development Overlay, on Tax Parcel #s 82-4-222-151-0560, 82-4-222-151-0561, 82-4-222-151-0563, located in the NE 1/4 of Section 15, T2N, R22E, Village of Somers. *(For information use only, the property is East and South of the Pike Creek Lift Station.)*

Public comments: none

Commissioner **DeLuca** makes a motion to table the request.

Commissioner **Steege** seconds the motion.

Motion carried. 6-0.

Passes unanimously

#### **10. Conditional Use Permit:**

**Public Hearing and Action on Request by:** Shoreland Lutheran High School Federation, Inc., 9026 12th St., Kenosha, WI 53144, (Owner), requesting a Conditional Use Permit to allow a school gymnasium in the I-1 Institutional Dist., on Tax Parcel # 82-4-222-084-0272, located in the SE 1/4 of Section 8, T2N, R22E, Village of Somers. *(For information use only, the property is located at 9026 12th Street.)*

Public comments:

Tom **Terletzky** – 9015 12<sup>th</sup> Street

Mr. **Terletzky** mentions his support for the school's expansion. He raises concerns about the extension of the water to the property from 100<sup>th</sup> Avenue. That resulted in the homeowners paying a large amount of the cost to the benefit of a proposed subdivision that would use a lot more of that water. **Terletzky** objects to the high cost to homeowners along 12<sup>th</sup> Street. He mentions that the Village has the authority to decide how the cost of the pipe would be charged to the benefiting properties.

**Terletzky** proposes a 20/30/50 cost split as follows: 20 percent would be paid by the school, 50 percent would be paid by the proposed subdivision and the remaining would be paid by the residents along Highway E according to frontage. The subdivision would pay back the assessment when the lots are sold. He mentions that this solution would speed up repayment.

Chairman **Stoner** mentions that they have no control over developers and mentions the additional infrastructure cost incurred to develop a subdivision. He states that other communities also assess property owner for utilities going by their properties. He also disputes the benefits

**Terletzky** mentions that homeowners have been subsidizing growth in their community by paying for the infrastructure and that it is not fair. He mentions that residents are not

notified of upcoming assessments until it is too late.

Chairman **Stoner** asks what the public notification process is.

Administrator **Peters** explains the process and what would trigger notification.

**Terletzky** mentions that by the time homeowners are notified it is too late for residents to object. He mentions that by that time the project has been approved and bids are under way. He reiterates that having residents pay for 70 percent of the cost is wrong.

Commissioner **Boxx** makes a motion to approve the request.

Commissioner **Steege** seconds the motion.

Chairman **Stoner** is concerned that the stormwater part of the project has not started. He also mentions that he will not support the school expansion without connection to municipal water in part due to fire protection. He mentions his support for the overall projects but also mentions that future athletic fields would need to be serviced by municipal water for bathrooms and any concession stands.

Commissioner **Steege** mentions his concerns with the stormwater plan, the traffic analysis and appropriate parking.

Excel Engineer Jeremy **Wagner** mentions that they are coordinating with Kenosha County about the stormwater project. He mentions that they just received the traffic analysis and shows only one additional car stacking at the four-way intersection. As to the parking, he states that the project will add 250 stalls.

Commissioner **Steege** asks whether the parking calculation accounts for gymnasium activities.

**Wagner** states that it does.

Chairman **Stoner** asks whether they are designing the water system for the project.

**Wagner** states that they are doing the plumbing but not the water main coming to the property. He states that the Village Engineer will design that.

Engineer Brett **Biwer** mentions that the design is very preliminary so far.

9100 11<sup>th</sup> Street

Fire Chief **Andersen** whether the State has reviewed the fire suppression system.

Chief **Andersen** states that it would not happen until the project is approved. He states that while the State would not force the property owner to connect to the water but the local ordinance would within six months. He mentions that it would be more cost effective to plan for municipal water connection at the time of the expansion.

Shoreland Lutheran High School President Paul **Scrifer** mentions that they are waiting for a final decision about municipal water connection. He states that preliminary engineering states they do not need to connect. Once the school hears that the water connection is necessary, they will design the project accordingly. He states that the school is not opposed to connection to municipal water.

Commissioner **Thompson** asks about the process to design and bidding for the water line going down 12<sup>th</sup> Street.

Administrator **Peters** explained that the Village engineer would start the design once the project is approved.

Commissioner **Thompson** asks if the design process would start before a decision was made about how the project would be paid for. He also asks whether the subdivision project is moving forward.

Administrator **Peters** answers that there has been no contact with the subdivision developer for the past two years.

Commissioner **Steege** mentions that the commission is not responsible for deciding how the project is financed, only approving the plans. The question of the water connection will be up to the Village Board.

Guy Hawley - 9100 11<sup>th</sup> Street

Mr. **Hawley** mentions that the construction of his house is delayed until the school's stormwater system is in place.

Chairman **Stoner** interjects that this issue has nothing to do with the school's project. He is aware of the situation and offers to speak with Hawley after the meeting.

Commissioner **Boxx** makes a motion to approve the conditional use permit.

Commissioner **Steege** seconds the motion.

Motion carried. 6-0.

Passes unanimously

## **11. Site Plan Review:**

**Discussion and Action Request by:** Shoreland Lutheran High School Federation, Inc., 9026 12th St., Kenosha, WI 53144, (Owner), requests site plan review and exterior fenestration review on Tax Parcel # 82-4-222-084-0272, located in the SE 1/4 of Section 8, T2N, R22E, Village of Somers. *(For information use only, the property is located at 9026 12th Street.)*

Public comments: none

Commissioner **Boxx** makes a motion to approve the request.  
Commissioner **Steege** seconds the motion.

Commissioner **Steege** asks details about the rooftop AC units.

Excel Engineer Alex **Fiebig** answers the questions and states that the number of unit has been reduced and features a two feet parapet.

Motion carried. 6-0.

Passes unanimously

## **12. Adjourn**

Commissioner **Boxx** makes a motion to adjourn.  
Commissioner **Steege** seconds the motion.  
Motion carried 6-0 vote.

Passes unanimously

Drafted Oct. 16, 2024.

These minutes are not official until approved by the Plan Commission. Submitted by Assistant to the Administrator/Communication Specialist Kevin Poirier



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

---

**MEETING DATE:** August 5, 2025

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

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

**AGENDA ITEM:** #10 Discuss request for Final payment from Globe Contractors, Inc. in the amount of \$15,594.63 for work on the Public Utility Improvements for Golden Oil (Kenosha Travel Plaza)

---

**BACKGROUND:**

In 2008, a Developer's Agreement was entered into for the Golden Oil's Travel Plaza at 11800 Burlington Road. As you are aware, this property has been served by a septic system as opposed to municipal sewer. In 2021 work began to bring sewer and water to this area of CTH S/STH 142. As sewer is now available to this area, the developer would like to hook into the system. These utilities are currently located across the street on the Kwik Trip side.

In September of 2023, the Board approved a Third Amendment to the Developer's agreement to memorialize the cost being incurred by Golden Oil. This agreement has been executed and recorded. After the amendment was in place a request for bids was prepared by our Engineers.

The sewer project was bid in January of 2024 and awarded to Globe Contractors, Inc. by the Board in February of 2024. The contract amount was \$297,897.00.

The work for the project started in the Fall of 2024. The project was substantially completed on Jan. 30, 2025. The Contractor will re-televiser the sewer one year from that date to verify the pipe patch.

The first payment for the project in the amount of \$289,003.57 was approved by the Board Feb. 11, 2025.

Globe Contractors, Inc. has submitted for their final partial payment the amount of \$15,594.63. Engineer Biwer has reviewed the requests and recommends approval.

The project went over contract by \$6,701 due to a manhole having to be relocated and additional directional drilling to avoid utilities.

This project will be fully reimbursed by the Developer.

ATTACHMENTS:

Engineer Biwer Final Payment Recommendation

Golden Glode's Application for Payment

Lien Waivers

July 28, 2025

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

**Subject: Public Utility Improvements for Golden Oil -- Payment Recommendation**

Dear Wendy,

Enclosed is a Final Application for Payment, Sworn Statement, Final Lien Waivers, Warranty Letter, Maintenance Bond, Certificate of Insurance, and Consent of Surety from Globe Contractors, Inc., Contractor, for work performed for the Public Utility Improvements for Golden Oil Project. The project was substantially complete on January 30, 2025. The Contractor will re-televise the sewer one year from the substantial completion date to verify the pipe patch. The following is our opinion of the amount due and payable to the Contractor:

Contract Price	\$297,897.00
Work Completed to Date	\$304,598.20
Less Amount Retained	<u>(\$0.00)</u>
Subtotal	\$304,598.20
Less Previous Payments	<u>(\$289,003.57)</u>
Total Amount Due for Final Payment	\$15,594.63

**We recommend payment to Globe Contractors, Inc. for \$15,594.63.**

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS

*Brett D. Biver*

Brett D. Biver, P.E.

BDB/jmc

Encs.

C/email: Chris Swartz, Interim Administrator (email)  
Kevin Poirer, Assistant to the Administrator (email)  
Doug Snyder, Village Engineer (email)  
Ryan Haubenschild, Globe Contractors (email)  
Ted Gement, Golden Oil (email)

P:\SOMEV\212153-GOLDEN OIL SANITARY\CONSTRUCTION\PAY APP #2\PAY REQUEST #2 RECOMMENDATION.DOCX

## Contractor's Application for Payment No. 2

	<b>Application Date:</b> 6/24/2025	<b>Application Period:</b> 12/20/2024 - 6/24/25
<b>To (Owner):</b> Village of Somers	<b>From (Contractor):</b> Globe Contractors, Inc.	<b>Via (Engineer):</b> Baxter & Woodman
<b>Contact:</b>	<b>Contact:</b> Ryan Haubenschild	<b>Contact:</b> Brett Biwer
<b>Project:</b> Proposed Public Utility Improvements for Golden Oil	<b>Address:</b> N50 W23076 Betker Road Pewaukee, WI 53072	<b>Address:</b> 256 S. Pine Street, Burlington, WI 53105
<b>Owner's Contract No.:</b>	<b>Contractor's Project No.:</b> 1838-24	<b>Engineer's Project No.:</b>

### Change Order Summary

Approved Change Orders		
Number	Additions	Deductions (Enter as Positive Number)
TOTALS		
<b>NET CHANGE BY CHANGE ORDERS</b>		

1. ORIGINAL CONTRACT PRICE .....	\$ 297,897.00
2. Net change by Change Orders .....	\$ -
3. CURRENT CONTRACT PRICE (Line 1 + Line 2) .....	\$ 297,897.00
4. TOTAL COMPLETED TO DATE (Column L Total on Progress Estimates) .....	\$ 304,598.20
5. RETAINAGE:	
a. 5% X \$148,948.50 Work Completed ....	\$ -
6. RETAINAGE REDUCTION TO DATE (Enter as Positive Number) ..	\$
7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5a. + Line 6) .....	\$ 304,598.20
8. LESS PREVIOUS PAYMENTS (Line 7 from Prior Application) .....	\$ 289,003.57
9. AMOUNT DUE THIS APPLICATION .....	\$ 15,594.63

**Contractor's Certification**

The undersigned Contractor certifies that to the best of its knowledge:

(1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment;

(2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner per Article 15 of the General Conditions; and

(3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

---

**By:** Ryan Haubenschild **Date:** 6/24/2025

**Payment of:** \$ 15,594.63  
(Line 9 or other - attach explanation of the other amount)

**Recommended by:** Brett D. Biwer 7/28/25  
(Engineer) (Date)

**Payment of:** \$ 15,594.63  
(Line 9 or other - attach explanation of the other amount)

**Approved by:** \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment No.**

For (Project): <b>Proposed Public Utility Improvements for Golden Oil</b>								Application Date: <b>6/24/2025</b>			
Application Period: <b>12/20/2024 - 6/24/25</b>								Engineer's Project No.:			
A	B	C	D	E	F	G	H	I	J	K	L
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Work Completed Previously		Work Completed This Period		Total Work Completed to Date	
						Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)
1	MOBILIZATION	LS	1	8,500.00	\$ 8,500.00	1.00	\$ 8,500.00		\$ -	1.00	\$ 8,500.00
2	CONSTRUCTION LAYOUT AND STAKING	LS	1	1,500.00	\$ 1,500.00	1.00	\$ 1,500.00		\$ -	1.00	\$ 1,500.00
3	UTILITY INVESTIGATION POTHOLE	EA	4	1,000.00	\$ 4,000.00	7.00	\$ 7,000.00		\$ -	7.00	\$ 7,000.00
4	8" SAN SEW OPEN CUT	LF	33	377.00	\$ 12,441.00	20.00	\$ 7,540.00		\$ -	20.00	\$ 7,540.00
5	8" SAN SEW TRENCHLESS	LF	187	1,105.00	\$ 206,635.00	200.00	\$ 221,000.00		\$ -	200.00	\$ 221,000.00
6	GRAN BF	LF	10	367.00	\$ 3,670.00		\$ -		\$ -		\$ -
7	BF W/ AGGREGATE SLURRY	CY	100	105.00	\$ 10,500.00	80.00	\$ 8,400.00		\$ -	80.00	\$ 8,400.00
8	SAN SEW STUB CONNECTION	EA	1	3,000.00	\$ 3,000.00	1.00	\$ 3,000.00		\$ -	1.00	\$ 3,000.00
9	48" SAN SEW MH	EA	2	5,850.00	\$ 11,700.00	2.00	\$ 11,700.00		\$ -	2.00	\$ 11,700.00
10	TELEWISE SAN SEW	LF	245	12.00	\$ 2,940.00		\$ -	245.60	\$ 2,947.20	245.60	\$ 2,947.20
11	FIRE HYD ASSEMBLY	EA	1	16,811.00	\$ 16,811.00	1.00	\$ 16,811.00		\$ -	1.00	\$ 16,811.00
12	EROSION & SEDIMENTATION CONTROL	LS	1	2,500.00	\$ 2,500.00	1.00	\$ 2,500.00		\$ -	1.00	\$ 2,500.00
13	RESTORATION OF LAWNS & PARKWAYS	LS	1	5,200.00	\$ 5,200.00		\$ -	1.00	\$ 5,200.00	1.00	\$ 5,200.00
14	TRAFFIC CONTROL & PROTECTION	LS	1	8,500.00	\$ 8,500.00	1.00	\$ 8,500.00		\$ -	1.00	\$ 8,500.00
<b>TOTAL BID ITEMS</b>					<b>\$ 297,897.00</b>		<b>\$ 296,451.00</b>		<b>\$ 8,147.20</b>		<b>\$ 304,598.20</b>
<b>ADDITIONAL ITEMS</b>											
					\$ -		\$ -		\$ -		\$ -
					\$ -		\$ -		\$ -		\$ -
					\$ -		\$ -		\$ -		\$ -
<b>TOTAL ADDITIONAL ITEMS</b>					<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
<b>TOTAL ALL ITEMS</b>					<b>\$ 297,897.00</b>		<b>\$ 296,451.00</b>		<b>\$ 8,147.20</b>		<b>\$ 304,598.20</b>



# WAIVER OF LIEN

July 22, 2025

**For value received, we** hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected altered or repaired and to the appurtenances thereunto,

for **Village of Somers**  
by **Globe Contractors, Inc.**

owner,  
contractor,

for **Public Utility Improvements for Golden Oil**

same being situated in Kenosha County, State of Wisconsin, described as

## **Public Utility Improvements for Golden Oil**

for all labor performed and for all material furnished for the erection, construction, alteration, or repair of said building and appurtenances, except,...

Upon receipt

**Globe Contractors, Inc.**



---

**Ryan Haubenschild**

# WAIVER OF LIEN

July 22, 2025

**For value received, we** hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected altered or repaired and to the appurtenances thereunto,

for **Village of Somers**  
by **Nielsen, Madsen & Barber**

owner,  
contractor,

for **Staking**

same being situated in Kenosha County, State of Wisconsin, described as

## **Public Utility Improvements for Golden Oil**

for all labor performed and for all material furnished for the erection, construction, alteration, or repair of said building and appurtenances, except,...

Paid in Full

**Nielsen, Madsen & Barber**



# WAIVER OF LIEN

July 22, 2025

**For value received, we** hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected altered or repaired and to the appurtenances thereunto,

for **Village of Somers**  
by **Ferguson**

owner,  
contractor,

for **Furnishing Pipe & Fittings**

same being situated in Kenosha County, State of Wisconsin, described as

## **Public Utility Improvements for Golden Oil**

for all labor performed and for all material furnished for the erection, construction, alteration, or repair of said building and appurtenances, except,...

Paid in Full

**Ferguson**



07/23/2025

# WAIVER OF LIEN

July 22, 2025

**For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected altered or repaired and to the appurtenances thereunto,**

for **Village of Somers**  
by **Mid-State Traffic Control**

owner,  
contractor,

for **Traffic Control**

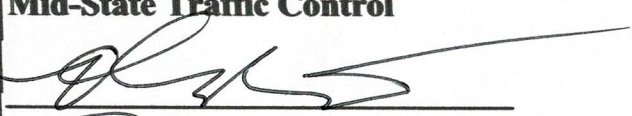
same being situated in Kenosha County, State of Wisconsin, described as

**Public Utility Improvements for Golden Oil**

for all labor performed and for all material furnished for the erection, construction, alteration, or repair of said building and appurtenances, except,...

**Paid in Full**

**Mid-State Traffic Control**

  
Philip W. Bittorf

# WAIVER OF LIEN

July 22, 2025

**For value received, we** hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected altered or repaired and to the appurtenances thereunto,

for **Village of Somers**  
by **Old Castle**

owner,  
contractor,

for **Precast Manholes**

same being situated in Kenosha County, State of Wisconsin, described as

## **Public Utility Improvements for Golden Oil**

for all labor performed and for all material furnished for the erection, construction, alteration, or repair of said building and appurtenances, except,...

Paid in Full

**Old Castle**



---

# WAIVER OF LIEN

April 22, 2025

**For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected altered or repaired and to the appurtenances thereunto,**

for **Village of Somers**  
by **Payne & Dolan**

owner,  
contractor,

for **Stone/Gravel**

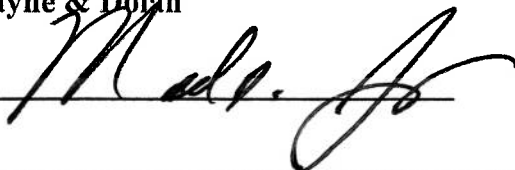
same being situated in Kenosha County, State of Wisconsin, described as

## **Public Utility Improvements for Golden Oil**

for all labor performed and for all material furnished for the erection, construction, alteration, or repair of said building and appurtenances, except,...

Paid in Full

**Payne & Dolan**



# WAIVER OF LIEN

July 22, 2025

**For value received, we** hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected altered or repaired and to the appurtenances thereunto,

for **Village of Somers**  
by **RJ Underground**

owner,  
contractor,

for **Directional Drilling**

same being situated in Kenosha County, State of Wisconsin, described as

**Public Utility Improvements for Golden Oil**

for all labor performed and for all material furnished for the erection, construction, alteration, or repair of said building and appurtenances, except,...

Paid in Full

**RJ Underground**

  
\_\_\_\_\_

# WAIVER OF LIEN

July 22, 2025

**For value received, we** hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected altered or repaired and to the appurtenances thereunto,

for **Village of Somers**  
by **Visu Sewer**

owner,  
contractor,

for **Televising**

same being situated in Kenosha County, State of Wisconsin, described as

## **Public Utility Improvements for Golden Oil**

for all labor performed and for all material furnished for the erection, construction, alteration, or repair of said building and appurtenances, except,...

Paid in Full

Visu Sewer



# WAIVER OF LIEN

July 22, 2025

**For value received, we** hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected altered or repaired and to the appurtenances thereunto,

for **Village of Somers**  
by **Great Lakes TV**

owner,  
contractor,

for **Liner Spot Repair**

same being situated in Kenosha County, State of Wisconsin, described as

## Public Utility Improvements for Golden Oil

for all labor performed and for all material furnished for the erection, construction, alteration, or repair of said building and appurtenances, except,...

Paid in Full

**Great Lakes TV**



Inv # 23249      1/31/25  
~~01/22/25~~      \$ 4,655.00  
Job # 25025      paid      8/2/25

# WAIVER OF LIEN

July 22, 2025

**For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected altered or repaired and to the appurtenances thereunto,**

for **Village of Somers**  
by **Gleason Redi-Mix**

owner,  
contractor,

for **Slurry**

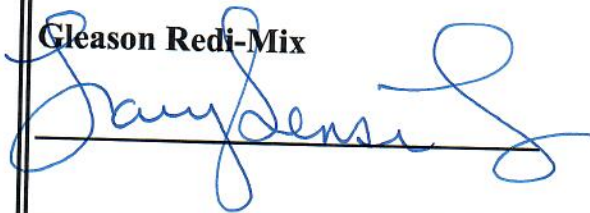
same being situated in Kenosha County, State of Wisconsin, described as

## **Public Utility Improvements for Golden Oil**

for all labor performed and for all material furnished for the erection, construction, alteration, or repair of said building and appurtenances, except,...

Paid in Full

**Gleason Redi-Mix**

A handwritten signature in blue ink, appearing to read "Gary Jensen", is written over a horizontal line. The signature is cursive and extends above and below the line.

**CONSENT OF SURETY  
TO FINAL PAYMENT**  
*AIA Document G707*

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

Bond No. 107989605

TO OWNER: Village of Somers  
*(Name and Address)* 7511 - 12th Street  
Kenosha, WI 53171

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Construction

CONTRACT DATED: February 16, 2024

PROJECT: REBID - Proposed Public Utility Improvements Project for  
*(Name and Address)* Golden Oil for the Village of Somers, Kenosha County,  
Wisconsin - Engineer's Project No. 212153.00

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*  
Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183

, SURETY,

on bond of  
*(Insert name and address of Contractor)*  
Globe Contractors, Inc.  
N50 W23076 Betker Road  
Pewaukee, WI 53072

, CONTRACTOR,


hereby approves final payment to the Contractor and agrees that final payment to the Contractor shall not relieve the Surety of  
any of its obligations to  
*(Insert name and address of Owner)*


Village of Somers  
7511 - 12th Street  
Kenosha, WI 53171

, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: July 24, 2025  
*(Insert in writing the month followed by the numeric date and year.)*

  
Attest: Jay A. Zahn  
(Seal):

Travelers Casualty and Surety Company of America  
*(Surety)*  
  
*(Signature of Authorized Representative)*  
Jenny L. Hirth  
Attorney-in-Fact  
*(Title)*





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

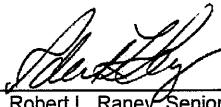
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JENNY L HIRTH** of **MADISON**, Wisconsin, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

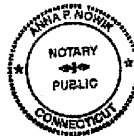
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 24th day of July 2025



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

00 61 19  
MAINTENANCE BOND FORM  
(SAMPLE FORM)

Bond No. 108265511

**MAINTENANCE/WARRANTY BOND**

Know ALL MEN BY THESE PRESENTS. That we Globe Contractors, Inc.  
as Principal, and Travelers Casualty and Surety Company of America  
as Surety, are held and firmly bound unto Village of Somers, State of  
Wisconsin as Obligee, in the penal sum of  
Three Hundred Four Thousand Five Hundred Ninety Eight and 20/100 (\$ 304,598.20 ) to which  
payment well and truly to be made we do bind ourselves, our and each of our heirs, executors,  
administrators, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the  
Village of Somers, State of Wisconsin  
dated February 16, 2024 for  
Public Utilities Improvement Project for Golden Oil

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

WHEREAS, the said Contract has been completed, and was approved on the  
30th day of January 20 25.

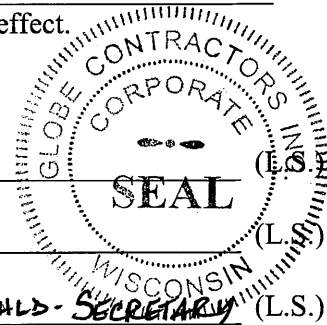
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the  
Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any  
defective materials or workmanship which becomes apparent during the period of  
three (3) year(s) from and after January 30, 2028 then  
this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED, AND DATED this 23rd day of July, 2025

Globe Contractors, Inc.

by

RYAN J. HAUDENSCHILD - SECRETARY (L.S.)  
Principal(s)



Travelers Casualty and Surety Company of America

by

Jenny L. Hirth, Attorney-in-Fact

MAINTENANCE BOND FORM  
00 61 19-1



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

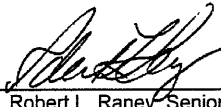
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JENNY L HIRTH** of **MADISON** , Wisconsin , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

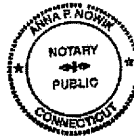
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **23rd** day of **July** 2025



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



N50 W23076 BETKER RD. • P.O. BOX 450 • PEWAUKEE, WISCONSIN 53072  
262-246-0600 • FAX: 262-246-0730

July 22<sup>nd</sup>, 2025

Mr. George Stoner, President  
Village President and Board Members  
Village of Somers  
7511 12th Street  
Somers, WI 53171

***Subject: Village of Somers – Public Utility Improvements for Golden Oil***

Dear President Stoner:

We, Globe Contractors, Inc., Contractor on the referenced Project, hereby guarantee that all work is in accordance with the Contract Documents and will not be defective. This warranty shall guarantee all work for a period of three years commencing January 30, 2025 and ending January 30, 2028. Note, the sewer will be televised at approximately 1 year to verify short liner patch is still in good condition. If within these guarantee periods or such longer period of time as may be prescribed by the Contract Documents, any work is found to be defective we will promptly without cost to Owner and in accordance with Owner's written instructions, either correct such defective work, or, if it has been rejected by Owner, remove it from the site and replace it with non-defective work.

Contact for warranty items:

Ryan Haubenschild  
Globe Contractors, Inc.  
N50W23076 Betker Road  
Pewaukee, WI 53072  
Ph: 262-246-0600  
ryan@globecontractors.com

Sincerely,

GLOBE CONTRACTORS, INC.

---

C: Jason Peters, Administrator  
Brett Biwer, Baxter & Woodman, Inc.



N50 W23076 BETKER RD. • P.O. BOX 450 • PEWAUKEE, WISCONSIN 53072  
262-246-0600 • FAX: 262-246-0730

July 25th, 2025

Mr. George Stoner, President  
Village President and Board Members  
Village of Somers  
7511 12th Street  
Somers, WI 53171

***Subject: Village of Somers – Public Utility Improvements for Golden Oil***

Dear President Stoner:

Please note that we'll provide an updated certificate of insurance upon our upcoming renewal period in November to fulfill the 2 year requirement.

Sincerely,

GLOBE CONTRACTORS, INC.

---

C: Jason Peters, Administrator  
Brett Biwer, Baxter & Woodman, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/23/2025

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

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

<b>PRODUCER</b> R&R Insurance Services, Inc. P.O. Box 1610 Waukesha, WI 53187-1610	<b>CONTACT NAME:</b> Deborah Madsen <b>PHONE (A/C No. Ext):</b> (262)574-7000 <b>E-MAIL ADDRESS:</b> clcertificates@rrins.com		<b>FAX (A/C, No):</b> (262)574-7080
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Globe Contractors Inc N50 W23076 Betker Dr Pewaukee, WI 53072	<b>INSURER A:</b> National Fire Ins Co of Hartford		<b>NAIC #</b> 20478
	<b>INSURER B:</b> The Continental Insurance Company		35289
	<b>INSURER C:</b> Valley Forge Ins Co		20508
	<b>INSURER D:</b> Continental Casualty Company		20443
	<b>INSURER E:</b> Admiral Insurance Co		24856
	<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 680333

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7011447451	11-17-2024	11-17-2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7011447465	11-17-2024	11-17-2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7011447482	11-17-2024	11-17-2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7011447479	11-17-2024	11-17-2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractors Equipment			7011646824	11-17-2024	11-17-2025	Leased/Rented Equip 525,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**


RE: Village of Somers – REBID- Proposed Public Utility improvements for Golden Oil. Village of Somers, Wisconsin; Baxter & Woodman, Inc.; Excel Engineering; Somers USA LLC; Kwik Trip, Inc. are included as additional insureds on a primary and noncontributory basis for General Liability, including ongoing and completed operations per forms CG2010 07/04 & CG2037 07/04, and Umbrella policies per forms listed above when required by written contract. Umbrella is excess over the underlying policies, General Liability, Automobile and Employers Liability. 30-Day Notice of Cancellation applies in favor of Village of Somers for reasons other than non-payment.

**CERTIFICATE HOLDER**

Village of Somers  
7511 12th Street  
Kenosha, WI 53144

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  


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## ADDITIONAL REMARKS SCHEDULE

AGENCY R&R Insurance Services, Inc.	NAMED INSURED Globe Contractors Inc
POLICY NUMBER	EFFECTIVE DATE:
CARRIER	
NAICCODE	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_

INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER G :		INSURER J :	
INSURER H :		INSURER K :	
INSURER I :		INSURER L :	

--

E	TYPE OF INSURANCE	AI	POLICY EFF	Each Occ/Agg	\$ 2,000,000
	Contractors Pollution Liab	<input type="checkbox"/>	11-17-2022		\$
		WOS	POLICY EXP		\$
	POLICY NUMBER	<input type="checkbox"/>	11-17-2025		\$
	FEI-ECC-26811-01				\$

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		<input type="checkbox"/>			\$
		WOS	POLICY EXP		\$
	POLICY NUMBER	<input type="checkbox"/>			\$
					\$

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		<input type="checkbox"/>			\$
		WOS	POLICY EXP		\$
	POLICY NUMBER	<input type="checkbox"/>			\$
					\$

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		<input type="checkbox"/>			\$
		WOS	POLICY EXP		\$
	POLICY NUMBER	<input type="checkbox"/>			\$
					\$

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		<input type="checkbox"/>			\$
		WOS	POLICY EXP		\$
	POLICY NUMBER	<input type="checkbox"/>			\$
					\$

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		<input type="checkbox"/>			\$
		WOS	POLICY EXP		\$
	POLICY NUMBER	<input type="checkbox"/>			\$
					\$


**PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY**

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

The "Insurer" refers to the insurer providing this insurance as set forth on the Declarations of this Policy. Words and phrases that appear in **bold** have special meaning. Refer to the section entitled **DEFINITIONS**.

**I. COVERAGES**
**A. Coverage A - Excess Follow Form Liability**

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the applicable **underlying limits**. Coverage hereunder will attach only after the full amount of the applicable **underlying limits** have been exhausted through payment in legal currency of covered loss under all applicable **underlying insurance** and to which this Coverage A applies.

Coverage A under this Policy will then apply in conformance with the provisions of the applicable **underlying insurance** except for the premium, limits of insurance, deductible, retentions, or any defense obligations and any other terms and conditions specifically set forth in this Policy.

Upon exhaustion of the applicable **underlying limits**, the Insurer shall only pay for **damages** in excess of the applicable **underlying limits**. This Coverage A does not provide coverage for any loss not covered by the applicable **underlying insurance** except and to the extent that such loss is not paid under the applicable **underlying insurance** solely by reason of the exhaustion of the applicable **underlying limits** through payment of loss thereunder.

This Coverage applies:

1. if the applicable **underlying insurance** is on an occurrence basis, then only if that which must take place in the policy period of the **underlying insurance** in order to trigger coverage, takes place during this **policy period**; and
2. if the applicable **underlying insurance** is on a claims made basis, then only if:
  - a. that which must take place in the **underlying insurance** in order to trigger coverage, takes place after the retroactive date and prior to the end of the **policy period**; and
  - b. the **claim** is first made during the **policy period**.

**B. Coverage B - Umbrella Liability**

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the **retained amount**:

1. that an **Insured** becomes legally obligated to pay because of **bodily injury**, **property damage** or **personal and advertising injury**; or
2. because of liability for **bodily injury** or **property damage** assumed under an **insured contract**, provided the **bodily injury** or **property damage** occurs subsequent to the execution of such **insured contract**;

and provided that:

- a. the **bodily injury** or **property damage** occurs during the **policy period**;
- b. the **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**;



- c. the **personal and advertising injury** is caused by an offense arising out of the **Named Insured's** business; and
- d. the offense giving rise to **personal and advertising injury** was first committed during the **policy period** and in the **coverage territory**;

Provided, however, that **Coverage B - Umbrella Liability**:

- i. does not apply to:
  - (a) any part of **damages** to which **underlying insurance** applies; or
  - (b) any part of **damages** to which **underlying insurance** would have applied regardless of:
    - (1) the availability of **underlying insurance**; or
    - (2) the exhaustion of the applicable **underlying limits**;
  - (c) any **defense costs** related to **damages** as described in a. and b. above.
- ii. applies only if prior to the effective date of the **policy period**, no **authorized insured**:
  - (a) knew that such **bodily injury** or **property damage** had occurred, in whole or in part. If any **authorized insured** knew, prior to the **policy period**, that any such **bodily injury** or **property damage** had occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**; or
  - (b) knew that any offense giving rise to **personal and advertising injury** had occurred, in whole or in part.

**Bodily injury** or **property damage** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any **authorized insured**, includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the **policy period**.

An **authorized insured** will be deemed to know:

- 1. that such **bodily injury** or **property damage** occurred, at the earliest time when such **authorized insured**:
  - a. reports the **bodily injury** or **property damage** to the Insurer or any other insurer;
  - b. receives a **claim** arising out of the **bodily injury** or **property damage**; or
  - c. becomes aware by any other means that the **bodily injury** or **property damage** has occurred or has begun to occur;
- 2. that such offense giving rise to **personal and advertising injury** occurred, on the date of the first utterance or dissemination or, if there is no utterance or dissemination, then on the first date of the activity giving rise to a **claim**.

### C. Coverage C - Crisis Management Expenses

The Insurer will reimburse the **Named Insured** for **crisis management expenses** incurred by the **Named Insured** as a direct result of its response to a **crisis management event** that first occurs during the **policy period**, provided:

- 1 such **crisis management event** is reported to the Insurer as soon as reasonably practicable following the **crisis management event**, or within 72 hours after such **crisis management event** begins if such **crisis management event** is likely to give rise to **bodily injury** or **property damage**;

2. such **crisis management expenses** are incurred within 180 days after the **crisis management event** and reported to the Insurer as soon as reasonably practicable; and,
3. such **crisis management expenses** are approved in advance by the Insurer.

The period of time for which the Insurer will pay **crisis management expenses** will not be limited by the expiration of the **policy period**.

#### D. Coverage D – Key Employee

The Insurer will reimburse the **Named Insured** for **key employee replacement expenses** due to the **Named Insured's** permanent loss of the services of a **key employee** provided that:

1. the **Named Insured** would not have incurred such **key employee replacement expenses** if the **Named Insured** had not lost the services of the **key employee**;
2. such **key employee replacement expenses** are incurred by the **Named Insured** within 180 days of the **covered accident** and reported to the Insurer as soon as reasonably practicable;
3. such loss of service is caused by a **covered accident**;
4. the **covered accident** occurs during the **policy period**; and
5. a replacement for such **key employee** is hired within 180 days after the **covered accident**.

The period of time for which the Insurer will pay **key employee replacement expenses** will not be limited by the expiration of the **policy period**.

## II. DEFENSE COSTS PAYMENT AND RELATED DUTIES

A. The Insurer has the right and duty to defend any **suit**, and the right to assume control of the investigation and settlement of any **claim**, against the **Insured**, as follows:

1. with respect to the **Coverage A - Excess Follow Form Liability**, upon exhaustion through payment in legal currency of the full amount of the applicable **underlying limits** over which **Coverage A** applies.
2. with respect to the **Coverage B - Umbrella Liability**, upon receipt by the Insurer of a **claim** to which Coverage B applies.

When the Insurer has the duty to defend any **suit** and the right to investigate any **claim** but is prevented by law from doing so, the **Insured** will undertake such defense and investigation, and the Insurer will reimburse the **Insured** for the **defense costs**.

The Insurer's obligation to defend any **suit**, investigate any **claim**, or reimburse for any **defense costs** does not apply if any other insurer has a duty to defend. Further, any obligation to defend any **suit**, investigate any **claim**, or reimburse for any **defense costs** ceases upon exhaustion of the applicable limits of insurance of this Policy.

B. The Insurer may, at the Insurer's sole discretion and at the Insurer's own cost, elect to participate in the investigation, settlement or defense of any **claim** against any of the **Insureds** for matters covered by this Policy even if the applicable **underlying limit** has not been exhausted.

C. The Insurer will pay **defense costs** as follows:

- 1 with respect to the **Coverage A - Excess Follow Form Liability**, **defense costs** are paid within or excess of the limits of insurance as set forth in the applicable **underlying insurance**.
2. with respect to the **Coverage B - Umbrella Liability**, **defense costs** are paid in excess of and do not erode the limits of insurance or the **retained amount**.

D Where the Insurer investigates a **claim** or defends a **suit**, the Insurer will do so even if the allegations of a **claim** are groundless, false, or fraudulent. If Insurer investigates a **claim** or defends a **suit**, Insurer will



do so only until the Insurer:

1. makes payment of; or
2. offers to pay; or
3. deposits in court

that part of a judgment up to but not exceeding the Insurer's applicable limits of insurance.

- E. No **Insured** shall admit liability, consent to any judgment, agree to any settlement or make any settlement offer which is reasonably likely to involve this Policy without the Insurer's prior written consent, such consent not to be unreasonably withheld. The **Insureds** agree that they shall not knowingly take any action that increases the Insurer's exposure for **damages** or **defense costs** under this Policy.

### III. EXCLUSIONS

#### A. Coverage A - Excess Follow Form Liability and Coverage B - Umbrella Liability Exclusions

With respect to both the **Coverage A- Excess Follow Form Liability** and **Coverage B -Umbrella Liability**, this Insurance does not apply to:

##### 1. Access to or Disclosure of Confidential or Personal Information and Data-Related Liability

any actual or alleged **damages** arising out of:

- a. any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- b. the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data**.

This exclusion applies even if **damages** are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in paragraph a. or b. above.

However, unless paragraph a. above applies, this exclusion does not apply to **bodily injury** to the extent that such liability is covered by **underlying insurance**.

##### 2. Asbestos

- a. any actual or alleged liability arising out of the actual, alleged or threatened exposure at any time to **asbestos**; or
- b. any actual or alleged loss, cost or expense that may be awarded or incurred:
  - i. by reason of a **claim** for any such injury or damage; or
  - ii. in complying with a governmental direction or request to test for, monitor, clean up, remove, contain or dispose of **asbestos**.

##### 3. Damage to Impaired Property or Property not Physically Injured

any actual or alleged **property damage** to **impaired property** or property that has not been physically injured, arising out of:

- a. a defect, deficiency, inadequacy or dangerous condition in **your product or your work**; or
- b. a delay or failure by the **Named Insured** or anyone acting on the **Named Insured's** behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

**4. Damage to Premises Rented or Occupied by the Named Insured**

any actual or alleged **property damage** to premises rented to the **Named Insured** or in the case of damage by fire, while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner.

**5. Distribution or Recording of Material or Information in Violation of Laws**

any actual or alleged liability arising directly or indirectly out of any actual or alleged:

- a. violation of:
  - i. the Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
  - ii. the CAN-SPAM Act of 2003, including any amendment of or addition to such law;
  - iii. the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
  - iv. any statute, ordinance, regulation or law other than the TCPA, CAN-SPAM Act of 2003, or FCRA, including FACTA, and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information; or
- b. conversion or consumption of another's tangible property or electronic assets. For the purpose of this provision, electronic assets include but are not limited to minute allowances, text message allowances, and other electronic consumables.

**6. Employment Related Practices**

any actual or alleged **bodily injury** or **personal and advertising injury** to:

- a. a person arising out of any actual or alleged:
  - i. refusal to employ that person;
  - ii. termination of that person's employment;
  - iii. employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- b. the **spouse**, child, parent, brother or sister of that person as a consequence of such **bodily injury** or **personal and advertising injury** to that person at whom any of the employment-related practices described in paragraphs a. i., ii., or iii. above is directed.

This exclusion applies:

- a. whether the injury-causing event described in paragraphs a. i., ii., or iii. above occurs before employment, during employment or after employment of that person;
- b. whether the **Insured** may be liable as an employer or in any other capacity; and
- c. to any obligation to share damages with or repay someone else who must pay damages because of the injury.

However, this exclusion does not apply to **bodily injury** a person sustains during a job interview while attempting to demonstrate a physical capability or skill required by the job to the extent that



such liability is covered by **underlying insurance**.

**7. ERISA**

any actual or alleged liability arising out of any actual or alleged obligation of any **Insured** under the Employees Retirement Income Security Act of 1974 or any similar common or statutory law anywhere in the world including any amendments or additions thereto.

**8. Nuclear Energy Liability**

any actual or alleged **bodily injury, property damage or personal and advertising injury**:

- a. with respect to which an **Insured** under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of insurance;
- b. resulting from the **hazardous properties of nuclear material** and with respect to which:
  - i. any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
  - ii. the **Insured** is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or
- c. resulting from **hazardous properties of nuclear material**, if:
  - i. the **nuclear material**:
    - (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an **Insured** or
    - (b) has been discharged or dispersed therefrom;
  - ii. the **nuclear material** is contained in **spent fuel or nuclear waste** at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an **Insured**;  
or
  - iii. the **bodily injury, property damage or personal and advertising injury** arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion applies only to **property damage** to such **nuclear facility** and any property thereat.
- d. Under any Medical Payments coverage, to expenses with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.

Solely as used in this exclusion:

- (a) **property damage** includes all forms of radioactive contamination of property;
- (b) **hazardous properties** includes but is not limited to radioactive, toxic or explosive properties;
- (c) source material, special nuclear material, and by-product material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (d) **spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.

**9. Recall of Products, Work or Impaired Property**

any actual or alleged loss, cost or expense incurred by the **Named Insured** or any person or entity, for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of **your product, your work or impaired property**, if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**10. Unfair Competition/Antitrust Claims/RICO Claims**

any actual or alleged liability arising out of any:

- a. unfair competition, dilution, deceptive trade practices, or civil actions for consumer fraud;
- b. charges of price fixing, monopolization or restraint of trade; or
- c. any violation of:
  - i. the Federal Trade Commission Act;
  - ii. the Sherman Act, the Clayton Act, or any federal statutory provision regarding anti-trust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade;
  - iii. the Racketeer Influenced and Corrupt Organizations Act;
  - iv. any rules or regulations promulgated under or in connection with the above statutes; or
  - v. any state, federal or local statute or other law which similarly regulates business practices.

**11. Uninsured/Underinsured Motorists**

any actual or alleged liability arising out of any obligations under an uninsured/underinsured motorist law, a personal injury protection law, a reparations benefit law or other similar law.

**12. War**

any actual or alleged liability arising, directly or indirectly out of any:

- a. war, including undeclared or civil war;
- b. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**13. Workers' Compensation and Similar Laws /Nonsubscriber Status**

any actual or alleged liability arising out of any obligation of any **Insured**:

- a. under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
- b. by reason of a statement of non-subscription on file with any applicable Worker's Compensation authority of any State indicating the **Named Insured** has chosen not to participate in the Workers Compensation system in accordance with laws of such state.

**B. Coverage A - Excess Follow Form Liability Exclusions**

With respect to **Coverage A - Excess Follow Form Liability**, this Insurance does not apply to:

**1. Coverages Subject to a Sub Limit**

any actual or alleged liability, loss, cost or expense covered under any **underlying insurance** which is



subject to a **sub limit**.

## 2. Crisis Management Expenses

**crisis management expenses** except as provided for in **Coverage C** above even if such insurance is afforded under **underlying insurance** or would have been afforded but for the exhaustion of the **underlying limits**.

## 3. Pollution

- a. any actual or alleged **bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
  - i. at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any **Insured** except that this subparagraph does not apply to:
    - (a) **bodily injury** or **property damage** arising out of heat, smoke or fumes from a **hostile fire**; or
    - (b) **bodily injury** if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
  - ii. at or from any premises, site or location which is or was at any time used by or for any **Insured** or others for the handling, storage, disposal, processing or treatment of waste;
  - iii. which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any **Insured** or any person or organization for whom the **Named Insured** may be legally responsible; or
  - iv. at or from any premises, site or location on which any **Insured** or any contractors or subcontractors working directly or indirectly on any **Insured's** behalf are performing operations:
    - (a) If the **pollutants** are brought on or to the premises, site or location in connection with such operations by such **Insured**, contractor or subcontractor; except that this subparagraph does not apply to **bodily injury** or **property damage** arising out of:
      - (1) the escape of fuels, lubricants, or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for operation of **mobile equipment** or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the **bodily injury** or **property damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such **Insured**, contractor or subcontractor; or
      - (2) heat, smoke or fumes from a **hostile fire**; or
    - (b) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**;
  - v. that are, or that are contained in property that is:
    - (a) being transported or towed by, or handled for movement into, onto or from a covered **auto**;
    - (b) otherwise in the course of transit; or

- (c) being stored, disposed of, treated or processed in or upon the covered **auto** except that this subparagraph does not apply to fuels, lubricants, fluids, exhaust, gases or other similar **Pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered **auto** or its parts if the **pollutants** escape or are discharged, dispersed or released directly from an **auto** part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**;
- vi. before the **pollutants** or property in which the **pollutants** are contained are moved from the place where they are accepted by the **Insured** for movement into or onto the covered **auto**;  
or
- vii. after the **pollutants** or property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by the **Insured**.

Subparagraphs **vi.** and **vii.** do not apply if the **pollutants** or property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **auto** and the discharge, dispersal, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.

- b. any actual or alleged **personal and advertising injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.
- c. any actual or alleged loss, cost or expense arising out of any:
  - i. request, demand, order or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
  - ii. **claim** by or on behalf of a governmental authority for **damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

However, if liability for **damages** because of **property damage** is not excluded by paragraph **a.** of this exclusion, then neither will paragraph **c.** above serve to exclude such **damages**.

### C. Coverage B - Umbrella Liability Exclusions

With respect to the **Coverage B - Umbrella Liability**, this Insurance does not apply to:

#### 1. Aircraft, Auto, Watercraft or Mobile Equipment

any actual or alleged **bodily injury, property damage, personal and advertising injury** arising out of the ownership, maintenance, operation, use, **loading or unloading** or entrustment to others of any:

- a. **aircraft** owned by any **Insured** or rented, loaned or chartered by or on behalf of any **Insured** without crew; or
- b. **autos, watercraft or mobile equipment**

This exclusion applies even if such **claim** against an **Insured** alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**.

This exclusion does not apply to:

- i. watercraft while ashore on premises the **Named Insured** owns or rents;
- ii. watercraft the **Named Insured** does not own that is:
  - (a) less than 55 feet long; and
  - (b) not being used to carry persons or property for a charge; or

- iii. liability assumed under any **insured contract** for the ownership, maintenance or use of watercraft.

## 2. Contractual Liability

any actual or alleged **bodily injury, property damage or personal and advertising injury** for which an **Insured** is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement other than an **insured contract**. This exclusion does not apply to liability that the **Insured** would have in the absence of such contract or agreement.

## 3. Damage to Property

any actual or alleged **property damage** to:

- a. property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by the **Named Insured**, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- b. premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- c. property loaned to the **Named Insured**;
- d. personal property in the care, custody or control of the **Insured**;
- e. that particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on its behalf are performing operations, if the **property damage** arises out of those operations; or
- f. that particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraph b. of this exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by the **Named Insured**.

Paragraphs c., d., e. and f. of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph f. of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

## 4. Damage to Your product

any actual or alleged **property damage** to **your product** arising out of it or any part of it.

## 5. Damage to Your work

any actual or alleged **property damage** to **your work** arising out of it or any part of it and included in the **products-completed operations hazard**. This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on the **Named Insured's** behalf by a subcontractor.

## 6. Employee Injury

any actual or alleged **bodily injury** or **personal and advertising injury** to:

- a. an **employee** arising out of and in the course of employment by the **Insured** or performing duties related to the conduct of the **Insured's** business; or
- b. the **spouse**, child, parent, brother or sister of that **employee** as a consequence of a. above.



This exclusion applies:

- i. whether an **Insured** may be liable as an employer or in any other capacity; and
- ii. to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the **Insured** under an **insured contract**.

#### 7. **Expected or Intended injury**

any actual or alleged **bodily injury** or **property damage** arising out of an act or omission:

- a. intended by an **Insured**; or
- b. that would be expected from the standpoint of a reasonable person in the circumstances of the **Insured**;

to cause **bodily injury** or **property damage**, even if the actual **bodily injury** or **property damage** is of a different degree or type than intended or expected.

This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

#### 8. **Fungi or Other Organic Pathogens**

- a. any actual or alleged **bodily injury**, **property damage** or **personal and advertising injury** arising out of any actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or growth or presence of any **fungi or other organic pathogens**;
- b. any actual or alleged loss, cost or expense arising out of or relating to the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to or assessing the effects of **fungi or other organic pathogens** by any **Insured** or by anyone else; or
- c. any actual or alleged **property damage** caused by water where there also exists any **property damage** arising out of or relating to, in whole or in part, the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or growth or presence of any **fungi or other organic pathogens**.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage, loss, cost or expense.

#### 9. **Liquor Liability**

any actual or alleged **bodily injury** or **property damage** for which any **Insured** may be held liable by reason of:

- a. causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on the **Insured's** premises, for consumption on the **Insured's** premises;
- b. the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the **claims** against any **Insured** allege negligence or other wrongdoing in:

- i. the supervision, hiring, employment, training or monitoring of others by that **Insured**; or

- ii. providing or failing to provide transportation with respect to any person that may be under the influence of alcohol,

if the **occurrence** which caused the **bodily injury** or **property damage** involved that which is described in paragraph **a.**, **b.** or **c.** above.

#### 10. Nonemployment Related Discrimination

any actual or alleged personal and advertising injury arising out of any actual or alleged nonemployment related discrimination committed intentionally against a person.

#### 11. Personal and Advertising Injury

any actual or alleged **personal and advertising injury**:

##### a. Breach of Contract

arising out of breach of contract, except an implied contract to use another's advertising idea in the **Named Insured's advertisement**.

##### b. Criminal Acts or Conduct

arising out of any actual or alleged criminal act or omission committed by or at the direction of any **Insured**. This exclusion does not apply to the extent liability is imposed upon the **Insured** for acts or omissions of another committed without the knowledge or consent of the **Insured**.

##### c. Electronic Chat Rooms or Bulletin Boards

arising out of an electronic chat room or bulletin board the **Insured** hosts, owns, or over which the **Insured** exercises control.

##### d. Infringement of Copyright, Patent, Trademark or Trade Secret

arising out of infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in the **Named Insured's advertisement**. However, this exclusion does not apply to infringement of copyright, trade dress or slogan in the **Named Insured's advertisement**.

##### e. Insureds in Media and Internet Type Businesses

committed by an **Insured** whose business is:

- i. advertising, broadcasting, publishing or telecasting;
- ii. designing or determining content or web-sites for others; or
- iii. an Internet search, access, content or service provider.

However, this exclusion does not apply to paragraph **A.**, **B.** or **C.** of **personal and advertising injury** as defined in the section entitled Definitions.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for the **Named Insured** or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

##### f. Knowing Violation of Rights of Another

caused by an actual or alleged offense, act or omission by or at the direction of the **Insured** if the **Insured** knew or should have known that such offense, act or omission would cause such **personal and advertising injury**.

**g. Material Published Prior To Policy Period**

arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the **policy period**.

**h. Material Published with Knowledge of Falsity**

arising out of written publication in any manner of material, if the **Insured** knew or should have known the material was false.

**i. Quality or Performance of Goods – Failure to Conform to Statements**

arising out of any failure of goods, products or services to conform to any statement of quality or performance made in the **Named Insured's advertisement**.

**j. Unauthorized Use of Another's Name or Product**

arising out of unauthorized use of another's name or product in the **Named Insured's** e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**k. Wrong Description of Prices**

arising out of the wrong description of the price of goods, products or services stated in the **Named Insured's advertisement**.

**12. Pollution**

**a** any actual or alleged **bodily injury, property damage or personal and advertising injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.

**b.** any actual or alleged loss, cost or expense arising out of any:

**i.** request, demand, order, or statutory or regulatory requirement that anyone test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **pollutants**; or

**ii.** **claim** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of **pollutants**.

**13. Silica**

**a.** any actual or alleged **bodily injury** arising, in whole or in part, out of the actual, alleged or threatened respiration or ingestion at any time of **silica**; or

**b.** any actual or alleged **property damage** arising in whole or in part out of the actual, alleged or threatened presence of **silica**.

**c.** any actual or alleged **personal and advertising injury** arising, in whole or in part, out of the actual, alleged or threatened:

**i.** exposure at any time to; or

**ii.** presence at any time of;

**silica**.

**14. Terrorism**

any actual or alleged **bodily Injury, property damage or personal and advertising injury** arising out of any act of terrorism.

#### D. Coverage D - Key Employee Exclusions

With respect to **Coverage D – Key Employee**, this insurance does not apply to any actual or alleged:

##### 1. Death or Disability

death or permanent disability of a **key employee** relating to, or arising out of:

- a. nuclear reaction or radiation or radioactive contamination, however caused;
- b. sickness or disease, including mental illness or mental injury;
- c. pregnancy, childbirth, miscarriage or abortion;
- d. suicide, attempted suicide or self inflicted bodily injury, while sane or insane;
- e. the **key employee's** intoxication, impairment or otherwise being under the influence of alcohol or controlled substances;
- f. war, including undeclared or civil war;
- g. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- h. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

##### 2. Other Expenses

- a. expenses the **Named Insured** incurs which the **Named Insured** would not have incurred if the **Named Insured** had used all reasonable means to:
  - i. find a permanent replacement for the **key employee**; and
  - ii. reduce or discontinue the **key employee** replacement expense;as soon as possible after the **Named Insured's** permanent loss of the services of the **key employee** caused by a **covered accident**.
- b. additional expenses incurred due to the **Named Insured's** loss of the services of a permanent replacement appointed or hired to replace a **key employee**, however caused. However, this exclusion does not apply if the replacement employee is included in the definition as a **key employee** and the **Named Insured's** loss of the services of the replacement employee is caused by a **covered accident**.

#### IV. WHO IS AN INSURED

The following persons or organizations are **Insureds**.

**A.** With respect to **Coverage A - Excess Follow Form Liability**, the **Named Insured** and any persons or organizations included as an insured under the provisions of **underlying insurance** are **Insureds**, and then only for the same coverage, except for limits of insurance, afforded under such **underlying insurance**.

**B.** With respect to the **Coverage B - Umbrella Liability**:

1. If the **Named Insured** is designated in the Declarations of this Policy as:
  - a. an individual, the **Named Insured** and the **Named Insured's spouse** are **Insureds**, but only with respect to the conduct of a business of which the **Named Insured** is the sole owner.
  - b. a partnership or joint venture, the **Named Insured** is an **Insured**. The **Named Insured's** members, the **Named Insured's** partners, and their **spouses** are also **Insureds**, but only with respect to the conduct of the **Named Insured's** business.

- c. a limited liability company, the **Named Insured** is an **Insured**. The **Named Insured's** members are also **Insureds**, but only with respect to the conduct of the **Named Insured's** business. The **Named Insured's** managers are **Insureds**, but only with respect to their duties as the **Named Insured's** managers.
- d. an organization other than a partnership, joint venture or limited liability company, the **Named Insured** is an **Insured**. The **Named Insured's** executive officers and directors are **Insureds**, but only with respect to their duties as the **Named Insured's** officers or directors. The **Named Insured's** stockholders are also **Insureds**, but only with respect to their liability as stockholders.
- e. a trust, the **Named Insured** is an **Insured**. The **Named Insured's** trustees are also **Insureds**, but only with respect to their duties as trustees.

2. Each of the following are also **Insureds**:

- a. The **Named Insured's** volunteer workers but only while performing duties related to the conduct of the **Named Insured's** business.
- b. The **Named Insured's** employees, other than either the **Named Insured's** executive officers (if the **Named Insured** is an organization other than a partnership, joint venture or limited liability company) or the **Named Insured's** managers (if the **Named Insured** is a limited liability company), but only for acts within the scope of their employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business.

However, none of these employees or volunteer workers are **Insureds** for:

i. **bodily injury or personal and advertising injury:**

- (a) to the **Named Insured**, to the **Named Insured's** partners or members (if the **Named Insured** is a partnership or joint venture), to the **Named Insured's** members (if the **Named Insured** is a limited liability company), to a co-employee while in the course of his or her employment or performing duties related to the conduct of the **Named Insured's** business, or to the **Named Insured's** other volunteer workers while performing duties related to the conduct of the **Named Insured's** business;
- (b) to the spouse, child, parent, brother or sister of that co-employee or volunteer worker as a consequence of paragraph (i)(a) above;
- (c) for which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph i. (a) or (b) above; or
- (d) arising out of his or her providing or failing to provide professional health care services.

ii. **property damage to property:**

- (a) owned, occupied or used by;
- (b) rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

the **Named Insured**, any of the **Named Insured's** employees, volunteer workers, any partner or member (if the **Named Insured** is a partnership or joint venture), or any member (if the **Named Insured** is a limited liability company).

- C. With respect to the **Coverage C - Crisis Event Management** and the **Coverage D - Key Employee**, the **Named Insured** is the **Insured**.

## V. LIMITS OF INSURANCE

### A. Multiple Insureds, claims, claimants

The limits of insurance shown in the Declarations of this Policy and the rules below fix the most the

Insurer will pay regardless of the number of:

1. **Insureds**;
2. **claims** made or brought against the **Insured**;
3. persons or organizations making **claims** or bringing **claims**; and
4. coverages under this Policy.

**B. Aggregate Limit**

Subject to the paragraphs **D.** and **E.** below, the limit of insurance shown in the Declarations of this Policy as the Aggregate limit is the most that the Insurer will pay as **damages** under this Policy, regardless of which coverage applies, except for:

1. **damages** covered by any auto liability policy listed in the Schedule of **Underlying Insurance** where the limits of insurance of such auto liability policy are not aggregated; and
2. **damages** covered under the **products-completed operations hazard**.

The limits of insurance shown in the Declarations of this Policy apply to the entire **policy period**, regardless of length.

In addition, with respect to **Coverage A – Excess Follow Form Liability** only, the Aggregate limit shown in the Declarations of this Policy shall be applied in the same manner as the applicable Aggregate limits in the Schedule of **underlying insurance**.

**C. Aggregate Products-Completed Operations Hazard**

Subject to paragraph **D.** and **E.** below, the limit of insurance shown in the Declarations of this Policy as the Aggregate Products-Completed Operations Hazard limit is the most that the Insurer will pay as **damages** arising out of the **products-completed operations hazard**, regardless of whether such **damages** are or otherwise would be covered in any way under more than one coverage.

**D. Policy Aggregate Limit**

This provision **D.** only applies if an amount is shown in the Declarations as the Policy Aggregate Limit.

Subject to the Each **Incident** limit, Aggregate limit and Aggregate **products-completed operations hazard** limit, the Policy Aggregate limit is the most the Insurer will pay as **damages** under this Policy, regardless of which coverage applies, except for **damages** covered by any auto liability policy listed in the Schedule of **Underlying Insurance** where the limits of insurance of such auto liability policy are not aggregated.

**E. Each Incident**

Subject to paragraphs **B.**, **C.** and **D.** above, the limit of insurance shown in the Declarations of this Policy as the Each **Incident** limit is the most the Insurer will pay for the sum of all **damages** arising out of any one **incident** under this Policy, regardless of which coverage applies.

**F. Crisis Management**

Solely with respect to **Coverage C – Crisis Management Expenses**, the most the Insurer will pay is the limit of insurance shown on the Declarations of this Policy as the **Crisis Management Expenses** Aggregate limit, regardless of the number **crisis management events** for which **crisis management expenses** are incurred. **Crisis management expenses** are not subject to the **retained amount**.

The **Crisis Management Expenses** Aggregate limit of insurance is in addition to and will not erode any other limits of this Policy. The **Crisis Management Expenses** Aggregate limit of insurance shall be excess of any other limits of insurance available to the **Insured** for the same expenses.

**G. Key Employee Replacement Expenses**

Solely with respect to **Coverage D – Key Employee**, the most the Insurer will pay for **key employee replacement expenses** is the **Key Employee** Aggregate limit shown on the Declarations of this Policy, regardless of the number **key employees** for which **key employee replacement expenses** are incurred. **Key employee replacement expenses** are not subject to the **retained amount**.

The **Key Employee Replacement Expenses** Aggregate limit of insurance is in addition to and will not erode any other limits of this Policy. The **Key Employee Replacement Expenses** Aggregate limit of insurance shall be excess of any other limits of insurance available to the **Insured** for the same expenses.

#### H. Defense Costs

**Defense costs** are either paid within or are in excess of the limits of insurance as set forth in paragraph **C.** of the section entitled **Defense Costs Payment and Related Duties**.

#### I. Exhaustion or Reduction of Applicable Underlying Limit

Solely with respect to **Coverage A - Excess Follow Form Liability**, if the applicable **underlying limits** are:

1. reduced solely by the payment of covered loss as set forth in **Coverage A** including related costs and expenses (if such related costs and expense reduce such limits) **Coverage A** will apply in excess of the remaining amount of such applicable **underlying limit**; or
2. exhausted, solely by the payment of covered loss as set forth in **Coverage A** including related costs and expenses (if such related costs and expense reduce such limits) then **Coverage A** will apply, subject to this Policy's limit of insurance provision and to the remaining terms and provisions and conditions of this Policy in place of such exhausted applicable **underlying limit**.

If any loss covered under any **underlying insurance** is subject to a **sub-limit** (whether or not such **sub-limit** erodes the limits generally available to all claims), then the **underlying limits** shall not be deemed depleted by payment of any such **sub-limits**.

Nothing herein shall serve to increase the limits of insurance shown in the Declarations of this Policy.

### VI. CONDITIONS

#### A. Appeals

If the **Named Insured** or its **underlying insurers** elect not to appeal a judgment in excess of the limits of insurance afforded by the **underlying insurance** the Insurer may elect to appeal at the Insurer's expense. The Insurer's limits of insurance shall not be increased because of such appeal. However, the Insurer will pay the following costs and expenses:

1. all premium bonds to release attachments for an amount not in excess of the applicable limit of insurance of this policy;
2. all premiums on appeal bonds required in such defended **claims**, but without obligation to apply for or furnish such bonds;
3. court fees; and
4. costs and expenses taxed against the **Named Insured** by the appellate court and interest accruing after entry of a judgment against the **Named Insured** and before the Insurer has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance of this Policy. Where the **underlying insurers** terminate their liability to pay interest on the judgment by an offer to pay their limits, the **Named Insured** shall demand that such limits be paid. If the appeal is successful, such amounts not obligated to be paid shall be returned to such **underlying insurer**.

#### B. Cancellation and Nonrenewal



The Cancellation/Nonrenewal provisions are as set forth in the Cancellation/Nonrenewal Endorsement attached to this Policy.

**C. Changes to the Policy**

Notice to any of the Insurer's agents or knowledge possessed by any such agent or any other person shall not act as a waiver or change in any part of this Policy, nor will such notice prevent the Insurer from asserting any rights under the provisions of this Policy. None of the provisions of this Policy will be waived, changed or modified except by written endorsement issued by the Insurer to form a part of this Policy.

**D. Concealment, Misrepresentation and Fraud**

No concealment, misrepresentation or fraud shall avoid or defeat recovery under this Policy unless such concealment, misrepresentation or fraud was material. Concealment, misrepresentation or fraud in the procurement of this Policy which if known by the Insurer would have led to refusal by the Insurer to make this contract or provide coverage, or to make this contract or provide coverage on different terms or conditions, will be deemed material.

**E. Duties of the First Named Insured on the Declarations of this Policy**

The **First Named Insured**, on behalf of all others, will be:

1. authorized to make changes in the terms of this Policy with the consent of the Insurer;
2. the payee of any premiums the Insurer refunds;
3. responsible for:
  - a. remitting the payment of all premiums due, but all **Named Insureds** jointly and severally agree to make such payments in full if the **First Named Insured** fails to pay the amount due within 10 days after the Insurer give written notice or demand;
  - b. keeping records of the information the Insurer requires for premium computation, and sending copies of such records at such times as requested by the Insurer;
  - c. notifying the Insurer that the **First Named Insured** on behalf of all others wants to cancel this Policy; and
  - d. providing any notice required under this Policy.

**F. Economic and Trade Sanctions**

This Policy does not provide coverage for an **Insured**, transaction or that part of loss that is uninsurable under the laws or regulations of the United States concerning trade or economic sanctions.

**G. Entire Contract**

By acceptance of this Policy, the **Insureds** agree that this Policy, including all endorsements to this Policy, constitute the entire contract existing between the parties relating to this insurance.

**H. Estates, Legal Representatives and Spouses**

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this Policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or spouse outside the scope of such person's capacity or status as such provided however that this sentence does not apply to the spouse of:

1. a sole proprietorship **Named Insured**; or



- members or partners of joint venture or partnership **Named Insureds**.

#### Examination of the Named Insured's Books and Records

The Insurer may examine and audit the **Named Insured's** books and records as they relate to this Policy at any time during the **policy period** and up to 3 years afterward.

#### J. Financial Impairment

Bankruptcy, rehabilitation, receivership, liquidation or other financial impairment of the **Named Insured** or an **underlying insurer** shall neither relieve nor increase any of the Insurer's obligations under this Policy.

In the event there is diminished recovery or no recovery available to the **Named Insured** as a result of financial impairment of an **underlying insurer**, the coverage under this Policy shall apply only in excess of the **underlying limits**. Under no circumstances shall the Insurer be required to drop down and replace the **underlying limits**, or assume the obligations of the **Named Insured** or the financially impaired insurer.

#### K. Headings

The description in the headings and subheadings of this Policy is solely for convenience, and forms no part of the terms and conditions of coverage.

#### L. Inspections and Surveys

The Insurer has the right but is not obligated to:

- make inspections and surveys at any time;
- give the **Named Insured** reports on the conditions it finds;
- recommend changes; or
- conduct loss control and prevention activity.

Any inspections, surveys, reports, or recommendations relate only to insurability and the premiums to be charged.

The Insurer does not:

- make safety inspections;
- undertake to perform the duty of any organization to provide for the health or safety of workers or the public; nor
- warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

This provision applies not only to the Insurer, but also to any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys, recommendations, reports, or gives loss control or prevention advice, on its behalf.

#### M. Legal Action Limitation

No person or organization has a right under this Policy:

- to join the Insurer as a party or otherwise bring the Insurer into a **suit** asking for **damages** from an **Insured**; or
- to sue Insurer on this Policy unless all of its terms have been fully complied with.

A person or organization may sue the Insurer to recover on an agreed settlement or on a final judgment against an **Insured**; but the Insurer will not be liable for **damages** that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An "agreed settlement" means a settlement and release of liability signed by the Insurer, the **Insured** and the claimant or the claimant's legal representative.

**N. Maintenance of Underlying Insurance**

Solely with respect to **Coverage A - Excess Follow Form Liability**, while this Policy is in force the **First Named Insured** agrees that the **underlying insurance** and renewals and replacements thereof shall be maintained, without alterations of terms or conditions, in full effect during the term of this Policy; except for reduction or exhaustion of the limits of insurance in the **underlying insurance**, provided that such reduction or exhaustion is solely the result of **incidents** covered under this Policy.

If the **First Named Insured** fails to maintain **underlying insurance**, this condition shall not invalidate this Policy. However, in the event of such failure, the Insurer will only be liable to the same extent as if such **underlying insurance** was in full force and effect without alteration of its terms and conditions.

**O. Notice of Claims/Crisis Management Event/Covered Accident**

1. Solely with respect to **Coverage A - Excess Follow Form Liability**, if any **underlying insurance** is a policy issued by the Insurer or any of its affiliates, then notice of any **claim** under such **underlying insurance** is notice to the Insurer under this Policy.
2. It is a condition precedent to coverage under this Policy that:
  - a. subject to paragraph **b.** below, the **Insured** notify the Insurer as soon as practicable of an **incident** which an **Insured** believes may result in a **claim**. To the extent possible, notice should include:
    - i. how, when and where the **incident** took place;
    - ii. the names and addresses of any injured persons and witnesses; and
    - iii. the nature and location of any injury or damage arising out of the **incident**.
  - b. the **Insured** notify the Insurer as soon as practicable of an **incident** if it involves:
    - i. a demand against the **Insured** which exceeds 50% of any remaining applicable **underlying limit**;
    - ii. any **underlying insurance** reserve or monetary exposure exceeding \$500,000; or
    - iii. any of the following:
      - (a) brain damage, including but not limited to any neurological impairment of infants or adults and coma;
      - (b) spinal cord injury, including but not limited to paraplegia or quadriplegia;
      - (c) loss of any organ;
      - (d) severe disfigurement, including but not limited to burns and amputations; or
      - (e) death.
  - c. if a **claim** is made against any **Insured**, the **Named Insured**:
    - i. will immediately record the specifics of the **claim** and the date received and notify the Insurer of such **claim**;
    - ii. will immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the **claim**;
    - iii. will authorize the Insurer to obtain records and other information;
    - iv. will cooperate with the Insurer in the investigation or settlement of the **claim** or defense against the **suit**;will assist the Insurer, upon its request, in the enforcement of any right against any person



or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and

- vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

### 3. Cooperation

With respect to both **Coverage A - Excess Follow Form Liability** and **Coverage B - Umbrella Liability**, the **Named Insured** will cooperate with the Insurer in addressing all **claims** required to be reported to the Insurer in accordance with this paragraph **O. Notice of Claims/Crisis Management Event/Covered Accident**, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

### P. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

### Q. Other Insurance

If the **Insured** is entitled to be indemnified or otherwise insured in whole or in part for any **damages** or **defense costs** by any valid and collectible **other insurance** for which the **Insured** otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a **claim, incident** or such event covered by such **other insurance**.

With respect to **Coverage A - Excess Follow Form Liability** only, if:

- a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;
- b. **Underlying Insurance** includes that person or entity as an additional insured; and
- c. **Underlying Insurance** provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

### R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current **policy period**. Premium charges may be paid to the Insurer or its authorized representative.

### S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a **Named Insured**, or chartered by or for a **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

### T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

1. as if each **Named Insured** were the only **Named Insured**; and
2. separately to each **Insured** against whom a **claim** is made.

### U. Transfer of Interest



Assignment of interest under this policy shall not bind the Insurer unless its consent is endorsed hereon.

**V. Unintentional Omission**

Based on Insurer's reliance on the **Named Insured's** representations as to existing hazards, if the **Named Insured** should unintentionally fail to disclose all such hazards at the effective date of this Policy, the Insurer will not deny coverage under this Policy because of such failure.

**W. Waiver of Rights of Recovery**

The Insurer waives any right of recovery it may have against any person or organization because of payments the Insurer makes under this Policy if the **Named Insured** has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. is in effect or becomes effective during the **policy period**; and
2. was executed prior to loss.

**VII. DEFINITIONS**

For purposes of this Policy, words in bold face type, whether expressed in the singular or the plural, have the meaning set forth below.

**Advertisement** means a notice that is broadcast or published to the general public or specific market segments about the **Named Insured's** goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- A. notices that are published include material placed on the Internet or on similar electronic means of communication; and
- B. regarding web-sites, only that part of a web-site that is about the **Named Insured's** goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.

**Aircraft** means any machine or device that is capable of atmospheric flight.

**Arbitration proceeding** means a formal alternative dispute resolution proceeding or administrative hearing to which an **Insured** is required to submit by statute or court rule or to which an **Insured** has submitted with the Insurer's consent.

**Asbestos** means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

**Authorized Insured** means any **executive officer**, member of the **Named Insured's** risk management or in-house general counsel's office, or any **employee** authorized by the **Named Insured** to give or receive notice of a **claim**.

**Auto** means:

- A. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- B. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

**Bodily injury** means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the bodily injury, sickness or disease.

**Claim** means a:

- A. **suit**; or



- B. written or oral demand for **damages** alleging injury to which this insurance applies.

**Coverage territory** means:

- A. the United States of America (including its territories and possessions), Puerto Rico and Canada;
- B. international waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in paragraph **A.** above; or
- C. all other parts of the world if the injury or damage arises out of:
  - 1. goods or products made or sold by the **Named Insured** in the territory described in paragraph **A.** above;
  - 2. the activities of a natural person whose home is in the territory described in paragraph **A.** above, but is away for a short time on the **Named Insured's** business; or
  - 3. an offense that take place through the Internet or similar electronic means of communication, provided that the **Insured's** responsibility to pay **damages** is determined in a **suit** on the merits, in the territory described in paragraph **A.** above or in a settlement the Insurer agrees to.

**Covered accident** means a sudden and unexpected event, which solely and independently of any other cause results in the **key employee's** death or **permanent disability** within one year after the date of the sudden event.

**Crisis management event** means an event that an **executive officer** reasonably believes has resulted or may result in significant adverse regional or national media coverage and a claim for:

- A. **bodily injury, property damage** or any of the following **personal and advertising injury** offenses:
  - 1. false arrest, detention or imprisonment;
  - 2. malicious prosecution or abuse of process; or
  - 3. wrongful eviction from, wrongful entry into, or the invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor; and
- B. **damages** to which this insurance applies, that are in excess of any applicable:
  - 1. **underlying limits**; or
  - 2. **retained amount.**

**Crisis management expenses** means **crisis management public relations expenses** and **crisis management other expenses** provided however **crisis management expenses** do not include any of the following:

- A. salary, wages, or benefits of the **Named Insured** or the **Named Insured's employees**;
- B. loss of business income;
- C. costs to acquire, repair or replace real or personal property; or
- D. expense to hire a public adjuster or appraiser or any other claim adjustment expenses incurred by a **Named Insured.**

**Crisis management public relations expenses** means reasonable and necessary expenses incurred in connection with a **crisis management event** by the **Named Insured**:

- A. to hire a **crisis management firm**;
- B. to set up call centers or similar inquiry management system to manage inquiries from, or to directly contact, individuals or entities that may be directly impacted by such **crisis management event**;  
to create and deliver notification letters to contact individuals or entities that may be directly impacted

by the **crisis management event**; or

- D. other related miscellaneous expenses.

**Crisis management other expenses** means reasonable and necessary expenses incurred in connection with a **crisis management event** by the **Named Insured**:

- A. to pay medical expenses, funeral expenses, psychological counseling expenses, travel expenses, and temporary living expenses of a third party who incurs **bodily injury**, or a family member of such third party, by reason of such **crisis management event**;
- B. for travel expenses incurred by or on behalf of **Insureds** and at the direction of the **crisis management firm**;
- C. to secure the scene of a **crisis management event**; and
- D. other related miscellaneous expenses.

**Crisis management firm** means a public relations firm, law firm or crisis management firm approved by the Insurer to provide media management services and to respond to actual or anticipated adverse publicity arising out of a **crisis management event** or **covered accident**.

**Damages** means the amount an **Insured** is legally obligated to pay, either through:

- A. final adjudication of a **claim**; or
- B. through compromise or settlement of a **claim** with the Insurer's written consent or direction, because of covered **incidents**. In addition, **damages** includes the above-mentioned sums only after deducting all other recoveries and salvages.

However, **damages** does not include:

- 1. civil or criminal fines, sanctions, penalties or forfeitures, whether pursuant to law, statute, regulation or court rule;
- 2. injunctive or declaratory relief;
- 3. any amount that is not insurable under any applicable law; or
- 4. plaintiff's attorney fees associated with any of the above.

Notwithstanding paragraph 3. above, **damages** shall include (subject always to this Policy's other terms, conditions and limitations) punitive and exemplary damages the enforceability of which shall be governed by such applicable law that most favors coverage for **damages**.

**Defense costs** mean:

- A. reasonable and necessary fees, costs, and expenses incurred by the Insurer or consented to by the Insurer and incurred by the **Named Insured** in the defense or appeal of a covered **suit** or in the investigation of any covered **claim**, and includes premium for appeal bonds arising out of a covered judgment, attachment bonds or similar bonds, but only for bond amounts up to the applicable limit of insurance. In addition, the Insurer will pay up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which **bodily injury** coverage applies. The Insurer has no obligation to provide such bonds.

- B. prejudgment interest awarded against an **Insured** on that part of a judgment covered by this policy. If the Insurer makes an offer to pay the applicable limit of insurance, the Insurer will not pay any prejudgment interest based on that period of time after the offer.

- C. post judgment interest which accrues after entry of judgment, but before the Insurer has paid or offered to pay, or deposited in court that part of the judgment which is within the limit of insurance of this Policy. The amount of interest the Insurer pays will be in direct proportion to the amount of **damages**



the Insurer pays in relation to the total amount of the judgment.

- D. all reasonable expenses incurred by a natural person **Insured** at the Insurer's request to assist the Insurer in the investigation or defense of the **claim**. This includes such **Insured's** actual loss of earnings up to \$750 per day, because of time off from work.
- E. all court costs taxed against the **Insured** in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the **Insured**.

**Electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**Employee** includes **leased workers** or employees loaned to the **Insured**. **Temporary workers** are not **employees**.

**Executive Officer** means any natural person holding any of the following positions created by the **Named Insured's** charter, constitution, bylaws or any other similar governing document:

- A. director, officer, trustee or governor of a corporation;
- B. management committee member of a joint venture;
- C. partner of a partnership;
- D. manager of a limited liability company; and
- E. trustee of a trust.

An **executive officer** is not an **employee**.

**First Named Insured** means the person or organization first listed as a **Named Insured** in the Declarations of this Policy.

**Fungi** means any form of fungus, including but not limited to, yeast, mold, mildew, rust, smut or mushroom, and including any spores, mycotoxins, odors, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of fungi. However, **fungi** does not include any fungi intended by the **Insured** for human consumption.

**Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.

**Impaired property** means tangible property, other than **your product** or **your work** that cannot be used or is less useful because:

- A. it incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- B. the **Named Insured** has failed to fulfill the terms of a contract or agreement,

if such property can be restored to use by the repair, replacement, adjustment or removal of **your product** or **your work**; or the **Named Insured's** fulfilling the terms of the contract or agreement.

**Incident** means:

- A. with respect to **Coverage A - Excess Follow Form Liability**, a covered event as defined in applicable **underlying insurance**;
- B. solely with respect to **Coverage B - Umbrella Liability**:
  - 1. with respect to **bodily injury** and **property damage**, **incident** means an **occurrence**; or
  - C. 2. with respect to **personal and advertising injury**, **incident** means an offense that gives rise to such **personal and advertising injury**.



**Insured** means any person or organization set forth in the section entitled **WHO IS AN INSURED**.

**Insured contract** means:

- A. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with permission of the owner is not an **insured contract**;
- B. a sidetrack agreement;
- C. an easement or license agreement; except in connection with construction or demolition operations on or within 50 feet of a railroad;
- D. an obligation, as required by ordinance, to indemnify a municipality except in connection with work for a municipality;
- E. an elevator maintenance agreement; or
- F. the part of any other contract or agreement pertaining to its business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization, provided the **bodily injury** or **property damage** is caused, in whole or in part, by the **Named Insured** or by those acting on its behalf. However, such part of a contract or agreement shall only be considered an **insured contract** to the extent the **Named Insured's** assumption of the tort liability is permitted by law. "Tort liability" means liability that would be imposed by law in the absence of contracts or agreements. This paragraph F. does not include that part of a contract or agreement:
  - 1. that indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
  - 2. that indemnifies an architect, engineer or surveyor for **bodily injury** or **property damage** arising out of:
    - a preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - b giving directions or instructions, or failing to give them, if that is the primary cause of the **bodily injury** or **property damage**;
  - 3 under which an **Insured**, if an architect, engineer or surveyor, assumes liability for **bodily injury** or **property damage** arising out of such **Insured's** rendering or failure to render professional services, including those listed in paragraph 2. above and supervisory, inspection, architectural or engineering activities; or
  - 4. that indemnifies a person or organization for damage by fire to premises rented to or loaned to an **Insured**.

**Key employee** means any of the following officer and employment positions:

- A. Chief Executive Officer;
- B. Chief Operating Officer;
- C. Chief Financial Officer;
- D. Corporate Secretary;
- E. Treasurer;
- F. Executive Vice President; and



G. Risk Manager

**Key employee** also means anyone added as such by endorsement to the Policy.

**Key employee replacement expenses** means the actual and necessary expenses incurred by the **Named Insured**:

- A. to continue the performance of the **key employee's** normal job responsibilities, with comparable quality, while a permanent replacement for the **key employee** is being sought, appointed or hired, and trained.
- B. to find a qualified permanent replacement to fill the **key employee's** position:
  1. costs of advertising the employment position opening;
  2. travel, lodging, meal and entertainment expenses incurred in interviewing job applicants for the employment position opening; and
  3. miscellaneous extra expenses incurred in finding, interviewing and negotiating with the job applicants, including, but not limited to, overtime pay, costs to verify the background and references of the job applicants and legal expenses incurred to draw up employment contracts.
- C. to minimize the amount of **key employee replacement expenses**, but only to the extent the amount of **key employee replacement expenses** otherwise payable under paragraphs 1. and 2. above are reduced.
- D. to relocate the replacement employee to an area within a reasonable commute from their place of employment.
- E. to pay the following reasonable and necessary expenses incurred in connection with the death or permanent disability of any **key employee**:
  1. to hire a **crisis management firm**.
  2. to create and deliver notification letters to contact individuals or entities that may be directly impacted by the **key employee covered accident**; or
  3. other related miscellaneous expenses
- F. **Key employee replacement expenses** also include first year amounts of the replacement employee's:
  1. annual base starting salary;
  2. employee perquisite costs; and
  3. employee benefit costs;

in excess of the amounts which would have been incurred for the **key employee** if the **Named Insured** had not lost the services of the **key employee**. However, the Insurer will not pay more for these expenses than 10% of the amounts which would have been incurred for the **key employee**.

**Key employee replacement expenses** do not include the following:

- a. any expenses which would have been incurred by the **Named Insured** for the **key employee** if the **Named Insured** had not lost the services of the **key employee**;
- b. any **key employee replacement expenses** that are paid for by any **other insurance**;
- c. except as provided in paragraph F. above, salary, wages, or benefits of the **Named Insured**, the **Named Insured's employees**, the **Named Insured's temporary workers** or **volunteer workers**;
- d. costs to acquire, repair or replace real or personal property;
- e. the **Named Insured's** loss of business income;
- f. expenses incurred by or on behalf of the **Named Insured** to hire a public adjuster or appraiser or any other claim adjustment expenses incurred by the **Named Insured**; and



- g. expenses incurred by or on behalf of the **Named Insured** due to **bodily injury, property damage, or personal and advertising injury**.

**Leased worker** means a person leased to the **Named Insured** by a labor leasing firm under an agreement between the **Named Insured** and such labor leasing firm, to perform duties related to the conduct of the **Named Insured's** business. **Leased worker** does not include a **temporary worker**.

**Loading or unloading** means the handling of property:

- A. after it is moved from the place where it is accepted for movement into or onto an **aircraft, watercraft or auto**;
- B. while it is in or on an **aircraft, watercraft or auto**; or
- C. while it is being moved from an **aircraft, watercraft or auto** to the place where it is finally delivered.

However, **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the **aircraft, watercraft or auto**.

**Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

- A. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- B. vehicles maintained for use solely on or next to premises the **Named Insured** owns or rents;
- C. vehicles that travel on crawler treads;
- D. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - 1. power cranes, shovels, loaders, diggers or drills; or
  - 2. road construction or resurfacing equipment such as graders, scrapers or rollers;
- E. vehicles not described in **A.**, **B.**, **C.** or **D.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - 1. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - 2. cherry pickers and similar devices used to raise or lower workers; and
- F. vehicles not described in **A.**, **B.**, **C.** or **D.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:
  - 1. equipment designed primarily for:
    - a. snow removal;
    - b. road maintenance, but not construction or resurfacing; or
    - c. street cleaning;
  - 2. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - 3. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, **mobile equipment** does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are



considered **autos**.

**Named Insured** means the persons or organizations named as such in the Declarations of this Policy.

**Nuclear facility** means:

- A. any **nuclear reactor**;
- B. any equipment or device designed or used for:
  - 1. separating the isotopes of uranium or plutonium;
  - 2. processing or utilizing **spent fuel**; or
  - 3. handling, processing or packaging **nuclear waste**;
- C. any equipment or device used for the processing, fabricating or alloying of special **nuclear material** if at any time the total amount of such material in the custody of any **Insured** at the premises where such equipment is located consists of or contains more than:
  - 1. 25 grams of plutonium or uranium 233 or any combination thereof; or
  - 2. 250 grams of uranium 235; and
- D. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **nuclear waste**;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

**Nuclear material** means source material, special nuclear material, or by-product material as these terms are defined in the Atomic Energy Act of 1954 or in any law amendatory thereof.

**Nuclear reactor** means an apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

**Nuclear Waste** means waste material:

- A. containing by-product material other than the tailings or waste produced by the extraction or concentration of uranium or thorium from ore processed primarily for its source material (as defined in the Atomic Energy Act of 1954 or in any law amendatory thereof) content; and
- B. resulting from the operation by any person or organization, of a **nuclear facility** included within paragraphs A. and B. of the definition of **nuclear facility**.

**Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**Other insurance** means any:

- A. valid and collectible policy of insurance;
- B. self insurance; or
- C. indemnity agreement by which an **Insured** arranges for funding or transferring its liabilities

that provides coverage that this Policy also provides. **Other insurance** does not include **underlying insurance** or any policy that was bought specifically to apply in excess of the limits of insurance shown in the Declarations of this Policy.

**Other organic pathogens** means any organic irritant or contaminant other than **fungi**, including but not limited to bacteria, microbes and viruses (whether or not a microorganism), that cause infection and disease.

**Other organic pathogens** includes any spores, mycotoxins, odors, variants, mutations, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of such



pathogens, and any colony or group of the foregoing.

However, **other organic pathogens** does not mean pathogens that were transmitted directly from person to person.

**Permanent disability** means permanent physical inability, or mental inability due to a permanent physical inability, of the **key employee** to perform the normal duties of the applicable position for which the individual qualifies as a **key employee**.

**Personal and advertising injury** means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:

- A. false arrest, detention or imprisonment;
- B. malicious prosecution or abuse of process;
- C. wrongful eviction from, wrongful entry into, or the invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;
- D. oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- E. oral or written publication, in any manner, of material that violates a person's right of privacy;
- F. the use of another's advertising idea in the **Named Insured's advertisement**; or
- G. infringing upon another's copyright, trade dress or slogan in the **Named Insured's advertisement**.

**Policy period** means the time from 12.01 A.M. on the effective date of this Policy as set forth in the Declarations of this Policy to the earlier of 12.01 A.M. of the expiration, termination or cancellation date of this Policy.

**Pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes medical waste and materials to be recycled, reconditioned or reclaimed.

**Products-completed operations hazard** means **bodily injury** or **property damage** occurring away from premises the **Named Insured** owns or rents and arising out of **your product** or **your work** except:

- A. products that are still in the **Named Insured's** physical possession; or
- B. work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
  - 1. when all of the work called for in the **Named Insured's** contract has been completed;
  - 2. when all of the work to be done at the job site has been completed if the **Named Insured's** contract calls for work at more than one job site; or
  - 3. when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

However, **products-completed operations hazard** does not include **bodily injury** or **property damage** arising out of:

- A. the transportation of property, unless **bodily injury** or **property damage** arises out of a condition in or on a vehicle not owned or operated by the **Named Insured**, and that condition was created by the **loading or unloading** of that vehicle by any **Insured**;
- B. the existence of tools, uninstalled equipment or abandoned or unused materials; or



- C. products or operations for which the **underlying insurer** states that products-completed operations are subject to the General Aggregate Limit.

**Property damage** means:

- A. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- B. loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **incident** that caused it.

However, **electronic data** is not tangible property.

**Retained amount** means the self insured retention as set forth on the Declarations of this Policy or the amount payable by **other insurance**, whichever is greater.

**Silica** means the chemical compound silicon dioxide (SiO<sub>2</sub>) in any form, including dust which contains silicon dioxide.

**Spouse** means any husband, wife or partner in a marriage or civil union or any person qualifying as a domestic partner under any federal, state or local laws or under the **Named Insured's** employee benefit plans or employee benefits program.

**Sub limit** means a limit that is lower than the **underlying limits**.

**Suit** means a civil proceeding in which **damages** because of injury or damage to which this insurance applies are alleged, including:

- A. an **arbitration proceeding** alleging such **damages**; or
- B. any other alternative dispute resolution proceeding in which such **damages** are claimed and to which the **Insured** submits with the Insurer's consent.

**Temporary worker** means a worker who is furnished to the **Named Insured** to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

**Underlying insurance** means policies of insurance listed in the Schedule of **Underlying Insurance** including renewal or replacement of such insurance which is neither more restrictive nor more broad than that listed in the aforementioned Schedule of **Underlying Insurance**.

**Underlying insurer** means the insurer providing the **underlying insurance**. It does not include any insurer whose policies were purchased specifically to be in excess of this policy.

**Underlying limits** means the limits of insurance as set forth in the Schedule of **Underlying Insurance**.

**Volunteer worker** means a person who is not an **employee** and who donates his or her work and acts at the direction of or within the scope of duties determined by the **Named Insured** and is not paid a fee, salary or other compensation by the **Named Insured** or anyone else for their work performed for the **Insured**.

**Your product** means:

- A. means:
  - 1. any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - a. the **Named Insured**;
    - b. others trading under the **Named Insured's** name; or
    - c. a person or organization whose business or assets the **Named Insured** has acquired; and
  - 2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.



B. includes:

1. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
2. The providing of or failure to provide warnings or instructions.

C. does not include vending machines or other property rented to or located for the use of others but not sold.

**Your work:**

A. means:

1. work or operations performed by the **Named Insured** or on its behalf; and
2. materials, parts or equipment furnished in connection with such work or operations.

B. Includes:

1. warranties or representations made with respect to the fitness, quality, durability, performance or use of **your work**, and
2. the providing of or failure to provide warnings or instructions.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by the Insurer's Chairman and Secretary, but this Policy shall not be binding upon the Insurer unless completed by the attachment of the Declarations of this Policy and signed by the Insurer's duly authorized representative if required.

Chairman of the Board

Secretary



**Additional Insured - Owners, Lessees or Contractors -  
Scheduled Person or Organization Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s)**

VILLAGE OF SOMERS, WISCONSIN, BAXTER & WOODMAN, INC., SOMERS USA LLC, EXCEL  
ENGINEERING, KWIK TRIP, INC.

**Location(s) Of Covered Operations**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

CG 20 10 (07-04)

Page 1 of 2

Nat'l Fire Ins Co of Hartford

Insured Name: GLOBE CONTRACTORS, INC.

Policy No: 7011447451

Endorsement No: 11

Effective Date: 11/17/2024

10020005170114474515989





**Additional Insured - Owners, Lessees or Contractors -  
Scheduled Person or Organization Endorsement**

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury**, property **damage** or **personal and advertising injury** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

**bodily injury** or **property damage** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



**Additional Insured - Owners, Lessees or Contractors -  
Completed Operations Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s)**

VILLAGE OF SOMERS, WISCONSIN, BAXTER & WOODMAN, INC., SOMERS USA LLC, EXCEL  
ENGINEERING, KWIK TRIP, INC.

**Location And Description Of Completed Operations**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

10020005170114474515993





CNA PARAMOUNT

**Additional Insured - Owners, Lessees or Contractors -  
Completed Operations Endorsement**

**Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the **products-completed operations hazard**.



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

---

**WORK SESSION:** Aug. 5, 2025

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

**FROM:** Josh Sullivan, Public Works Superintendent

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

**AGENDA ITEM:** #11 Request to review and approve the Tower Space Lease Agreement with Kenosha Cellular Telephone L.P. (U.S. Cellular)

---

**BACKGROUND:**

Public Works has been working to finalize an agreement with US Cellular to host the Village's Advanced Metering Infrastructure (AMI) system on their cellular tower near Fire Station #2 and Public Work's Utility Building. The application process with US Cellular began in March of this year after it was determined that through USCC's current ground lease with Landmark Dividend LLC, there was no initial language granting the Village of Somers rights to attachment locations on the tower, as was previously thought. The application process with US Cellular has now been completed and US Cellular has submitted a Tower Space Lease Agreement draft to the Village for review and approval. The proposed lease is to be for a period of five years, and the monthly lease fee has been set at \$350.00. The costs associated with the placement of the AMI equipment on the tower were in the original scope of the project and were budgeted for.

**UPDATE:**

The proposed lease is to be for a period of five years, and the monthly lease fee has been set at \$350.00. The costs associated with the placement of the AMI equipment on the tower were in the original scope of the project and were budgeted for.

**COMMENTS:**

Should the board approve of the lease, the lease will be on the Aug. 12 Village Board Meeting Agenda.

**ATTACHMENTS:**

Tower Construction Drawings

Tower Space Lease Agreement Draft





CONSULTANT:  
**Edge**  
 Consulting Engineers, Inc.  
 624 WATER STREET  
 PRAIRIE DU SAC, WI 53578  
 608.644.1449 VOICE  
 608.644.1549 FAX  
 www.edgeconsult.com

CLIENT:  
 Established 1843  
**Somers**  
 VILLAGE & TOWN  
 VILLAGE OF SOMERS  
 7511 12TH STREET, P.O. BOX 197  
 SOMERS, WI 53171

ENGINEER SEAL:  
**PRELIMINARY - NOT FOR CONSTRUCTION**

I HEREBY CERTIFY THAT THIS PLAN SET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION OTHER THAN THE EXCEPTIONS NOTED IN THE SHEET INDEX, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF WISCONSIN.

**SITE PLAN**  
**SOMERS FS #2**  
**SOMERS, WISCONSIN**

SUBMITTAL:

INT.	DATE:	DESCRIPTION:
JLM	07/11/25	REV. A

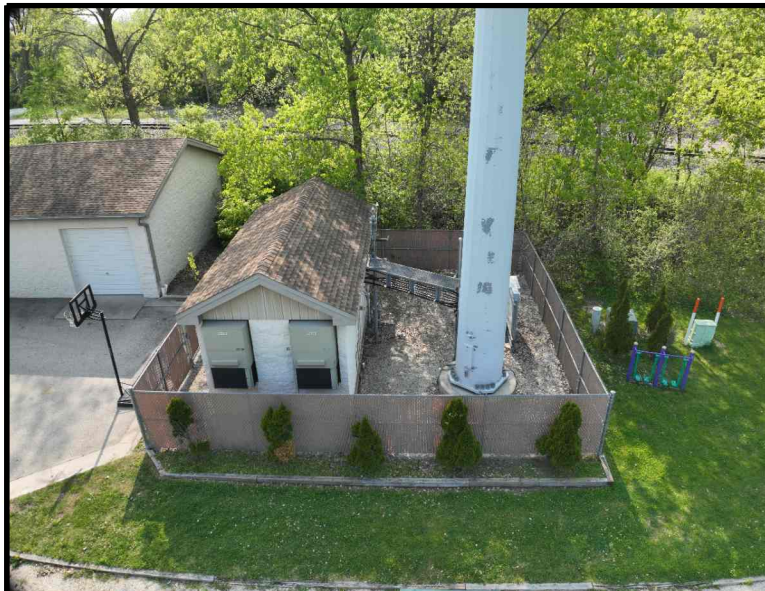
CHECKED BY	DCL
PLOT DATE	7/11/2025
PROJECT NUMBER	44515
SET TYPE	PRELIM. DWGS.
SHEET NUMBER	<b>C-101</b>

- NOTES:
1. NORTH ARROW SHOWN AS APPROXIMATE.
  2. SITE PHOTOS PROVIDED BY EDGE CONSULTING ENGINEERS, INC.
  3. THE ENTIRE SITE SHALL BE RESTORED TO PRE-PROJECT CONDITIONS AT THE COMPLETION OF THE PROJECT.
  4. NO SURVEY AVAILABLE. SITE LAYOUT BASED ON FIELD MEASUREMENTS AND SITE PHOTOS.



**A** **AERIAL OVERVIEW OF SITE**

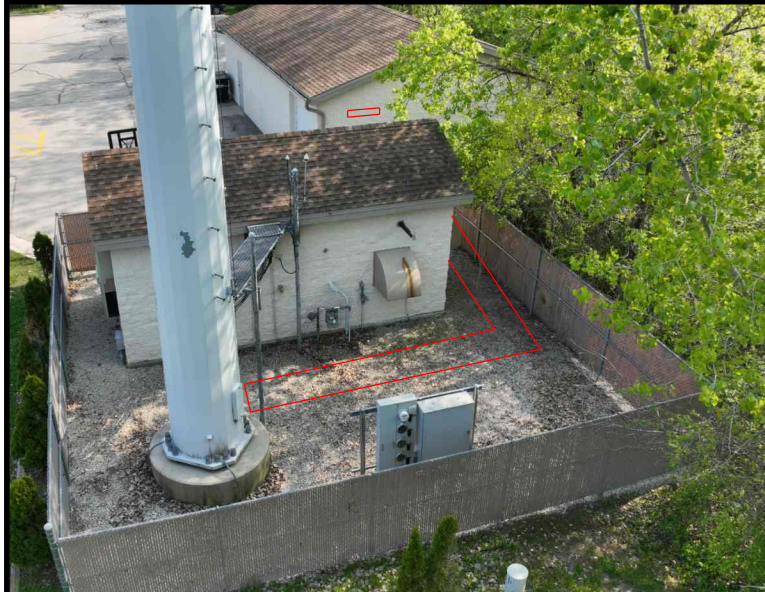




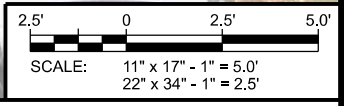
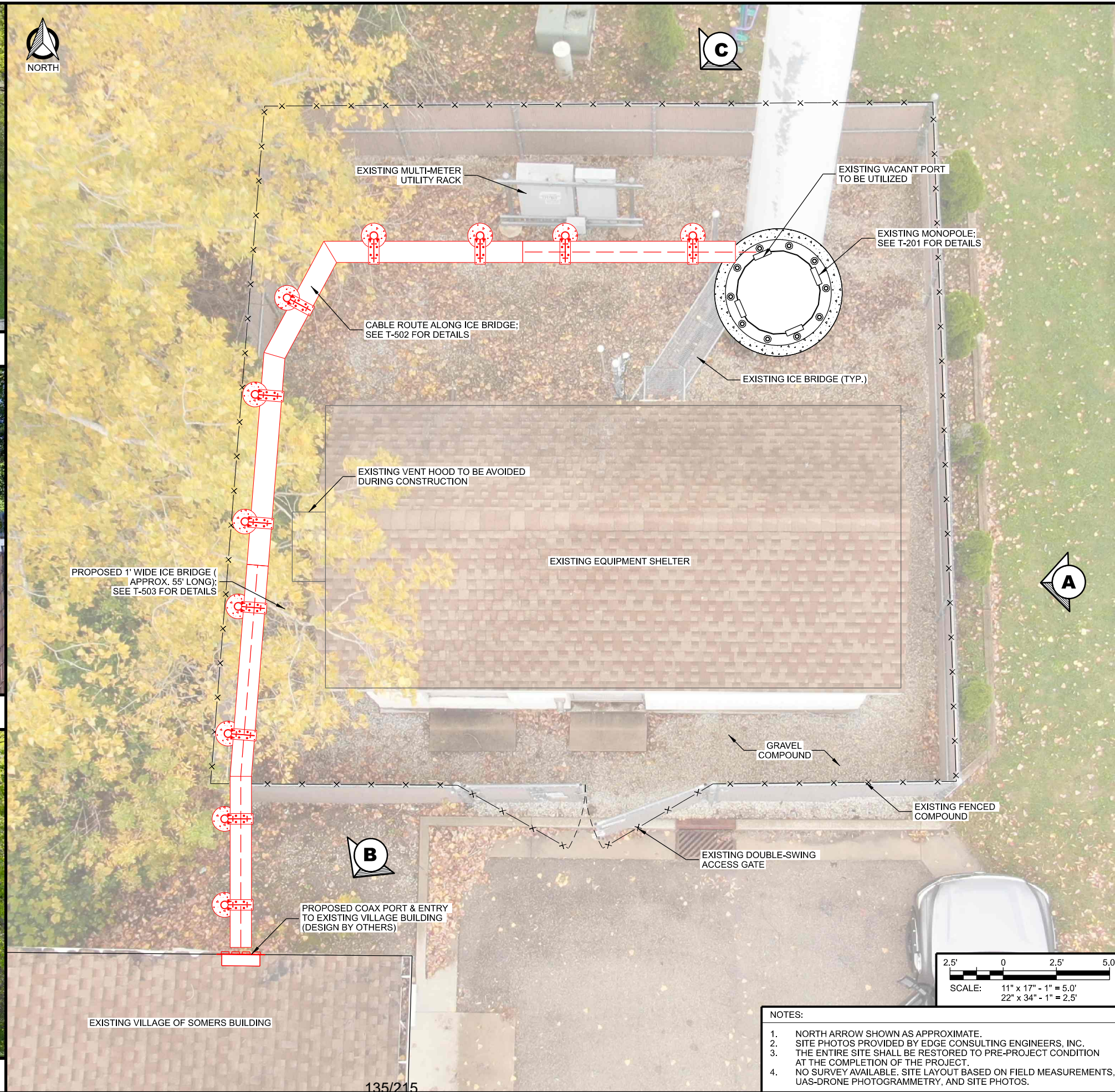
**A** **COMPOUND OVERVIEW**



**B** **PROPOSED BUILDING ENTRY LOCATION**



**C** **PROPOSED ICE BRIDGE LOCATION**



- NOTES:**
1. NORTH ARROW SHOWN AS APPROXIMATE.
  2. SITE PHOTOS PROVIDED BY EDGE CONSULTING ENGINEERS, INC.
  3. THE ENTIRE SITE SHALL BE RESTORED TO PRE-PROJECT CONDITION AT THE COMPLETION OF THE PROJECT.
  4. NO SURVEY AVAILABLE. SITE LAYOUT BASED ON FIELD MEASUREMENTS, UAS-DRONE PHOTOGRAMMETRY, AND SITE PHOTOS.

CONSULTANT:  
**Edge**  
 Consulting Engineers, Inc.  
 624 WATER STREET  
 PRAIRIE DU SAC, WI 53578  
 608.644.1449 VOICE  
 608.644.1549 FAX  
 www.edgeconsult.com

CLIENT:  
**Somers**  
 VILLAGE & TOWN  
 VILLAGE OF SOMERS  
 7511 12TH STREET, P.O. BOX 197  
 SOMERS, WI 53171

ENGINEER SEAL:  
**PRELIMINARY - NOT FOR CONSTRUCTION**

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**ENLARGED SITE PLAN**  
**SOMERS FS #2**  
**SOMERS, WISCONSIN**

SUBMITTAL:

INT.	DATE:	DESCRIPTION:
JLM	07/11/25	REV. A

CHECKED BY:	DCL
PLOT DATE:	7/11/2025
PROJECT NUMBER:	44515
SET TYPE:	PRELIM. DWGS.
SHEET NUMBER:	<b>C-102</b>

WPA-700102-8CF-EDIN-X

Single Band | Panel Antenna | V-Pol | 102° | 16.6 dBi | Fixed Tilt

- Single band, panel antenna with fixed electrical tilt

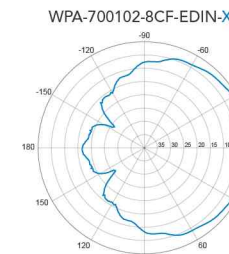
Ordering Options	
When ordering, replace the "X" in the model number with the electrical downtilt. Select from the options listed in the Electrical Downtilt section below.	
Electrical Characteristics	696-960 MHz
Frequency Bands	696-806 MHz      806-960 MHz
Polarization	Vertical
Horizontal Beamwidth	104°      102°
Vertical Beamwidth	9°      7°
Gain	16.1 dBi      16.6 dBi
Electrical Downtilt	(X) 0, 3
Impedance	50Ω
IM3 (2x20W carrier)	-147 dBc
Upper Sidelobe Suppression (0°)	-17.5 dB      -15.0 dB
Front-to-Back Ratio (±30°)	-18.6 dB      -20.4 dB
VSWR	1.5:1
Null Fill	5% (-26.02 dB)
Input Power	500 W
Total Number of Connectors	Antenna has 1 connector located on the center (back) of the antenna
Connectors Per Band	696-960 MHz      1 Connector, Elongated 7/16-DIN Female (EDIN)
Lightning Protection	Direct Ground
Mechanical Characteristics	
Dimensions (Length x Width x Depth)	2404 x 204 x 151 mm      94.6 x 8.0 x 5.9 in
Depth with z-brackets	169 mm      6.7 in
Weight without Mounting Brackets	10.4 kg      23 lbs
Wind Area	Front      0.49 m <sup>2</sup> 5.3 ft <sup>2</sup>
	Side      0.36 m <sup>2</sup> 3.9 ft <sup>2</sup>
Survival Wind Speed	> 201 km/hr      > 125 mph
Wind Load (161 km/hr or 100 mph)	Front      722 N      162 lbf
	Side      643 N      145 lbf



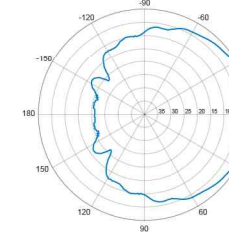
WPA-700102-8CF-EDIN-X

Single Band | Panel Antenna | V-Pol | 102° | 16.6 dBi | Fixed Tilt

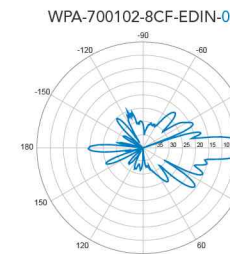
Mounting Options	Part Number	Image	Fits Pipe Diameter	Weight
All mounting bracket kits are ordered separately unless otherwise indicated. Select from the options listed below.				
3-Point Mounting and Downtilt Bracket Kit	21700000		50-102 mm    2.0-4.0 in	8.2 kg    18.1 lbs
Lock-Down Brace	If the lock-down brace is used, the maximum diameter of the mounting pipe is 88.9 mm or 3.5 in.			



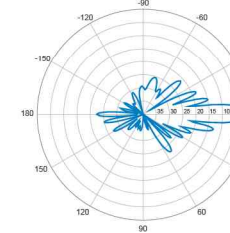
Horizontal | 750 MHz



Horizontal | 850 MHz



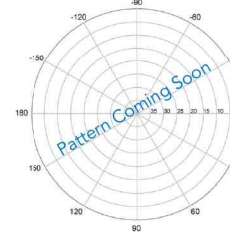
0° | Vertical | 750 MHz



0° | Vertical | 850 MHz



3° | Vertical | 750 MHz



3° | Vertical | 850 MHz

Quoted performance parameters are provided to offer typical, peak or range values only and may vary as a result of normal testing, manufacturing and operational conditions. Extreme operational conditions and/or stress on structural supports is beyond our control. Such conditions may result in damage to this product. Improvements to products may be made without notice.

REV040620NA

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1 of 2

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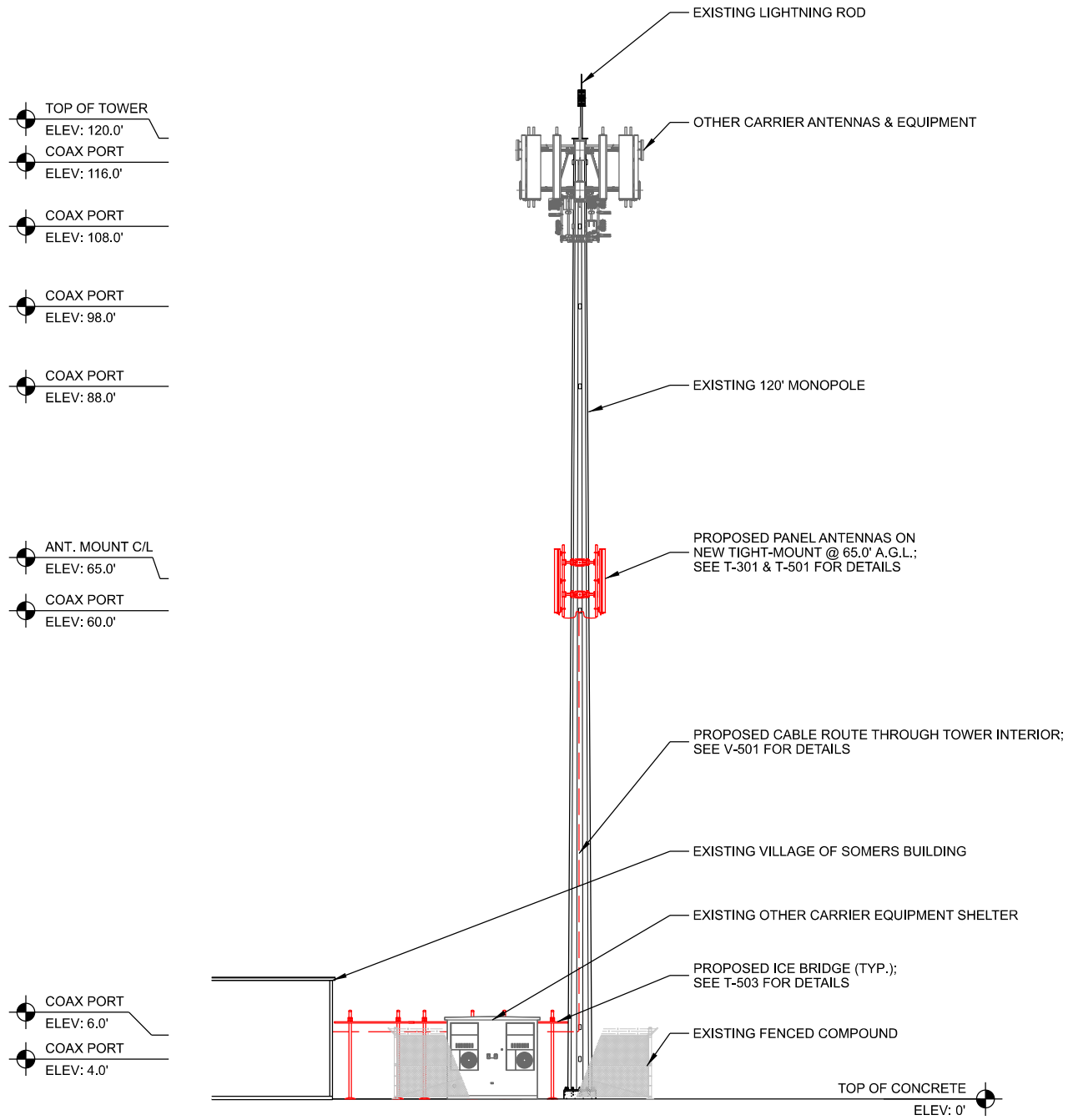
2 of 2

SUBMITTAL:		
INT.	DATE:	DESCRIPTION:
JLM	07/11/25	REV. A

CHECKED BY:	DCL
PLOT DATE:	7/11/2025
PROJECT NUMBER:	44515
SET TYPE:	PRELIM. DWGS.
SHEET NUMBER:	<b>T-001</b>

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COAX CABLE LENGTH	
QUANTITY FROM VILLAGE BUILDING	2
LENGTH ALONG ICE BRIDGE	60 FT
LENGTH FROM T.O.C. TO ANTENNA C/L	65 FT
TOTAL LENGTH OF COAX	125 FT
ROUNDED LENGTH **	140 FT



**A** SITE ELEVATION



**B** 137/215

EXISTING SITE ELEVATION

CONSULTANT:  
**Edge**  
 Consulting Engineers, Inc.  
 624 WATER STREET  
 PRAIRIE DU SAC, WI 53578  
 608.644.1449 VOICE  
 608.644.1549 FAX  
 www.edgeconsult.com

CLIENT:  
 Established 1843  
**Somers**  
 VILLAGE & TOWN  
 VILLAGE OF SOMERS  
 7511 12TH STREET, P.O. BOX 197  
 SOMERS, WI 53171

ENGINEER SEAL:  
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 NOT FOR CONSTRUCTION

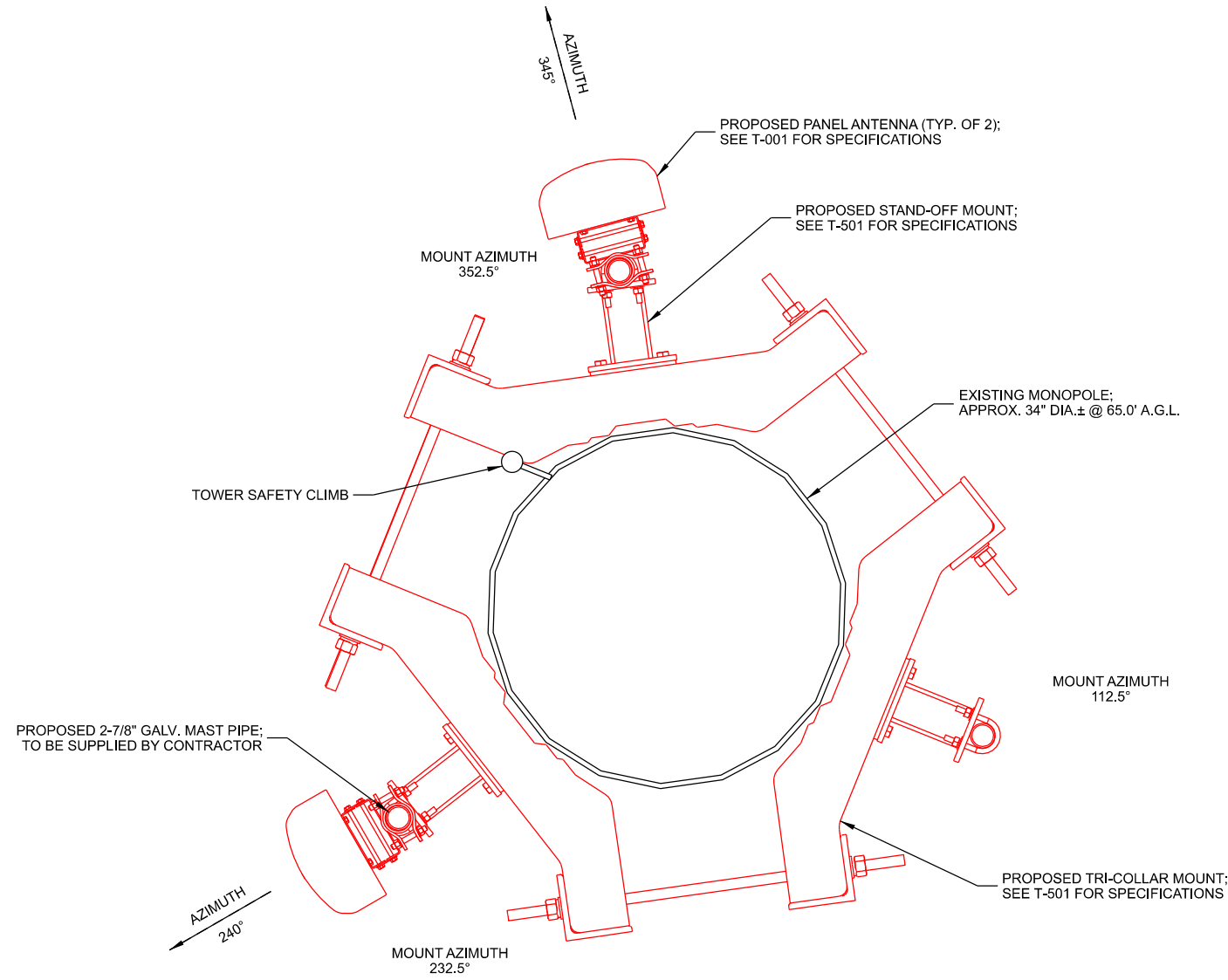
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**SITE ELEVATION**  
**SOMERS FS #2**  
**SOMERS, WISCONSIN**

SUBMITTAL:		
INT.	DATE:	DESCRIPTION:
JLM	07/11/25	REV. A

CHECKED BY	DCL
PLOT DATE	7/11/2025
PROJECT NUMBER	44515
SET TYPE	PRELIM. DWGS.
SHEET NUMBER	<b>T-201</b>

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**ANTENNA CONFIGURATION  
 SOMERS FS #2  
 SOMERS, WISCONSIN**

Sector	Installation Type	Desired or Existing Centerline (AGL Feet)	Qty	Antenna Make & Model	Antenna Weight (lbs)	Antenna Dimensions (Inches)			Antenna Gain (DBI)	Sector BWdth / Azimuth	Mechanical Tilt (Deg)	Tower Standoff (Ft)	Technology Type	TX. Power (Watts)	Trans. Count	# of Cables per Ant.	Cable Mfg./Type	Cable Length (Ft)	Cable Diameter	
						(Height)	(Width)	(Depth)												
1	New	65	1	Amphenol WPA-700102-8CF-0-EDIN-X	23	94.6	8	5.9	16.1	240	0	0.33	Low Band	500		1	RFS LCF78	65	0.875	
	New	65	1	Amphenol WPA-700102-8CF-EDIN-X	23	94.6	8	5.9	16.6	345	0	0.33	Low Band	500		1	RFS LCF75	65	0.875	

SUBMITTAL:

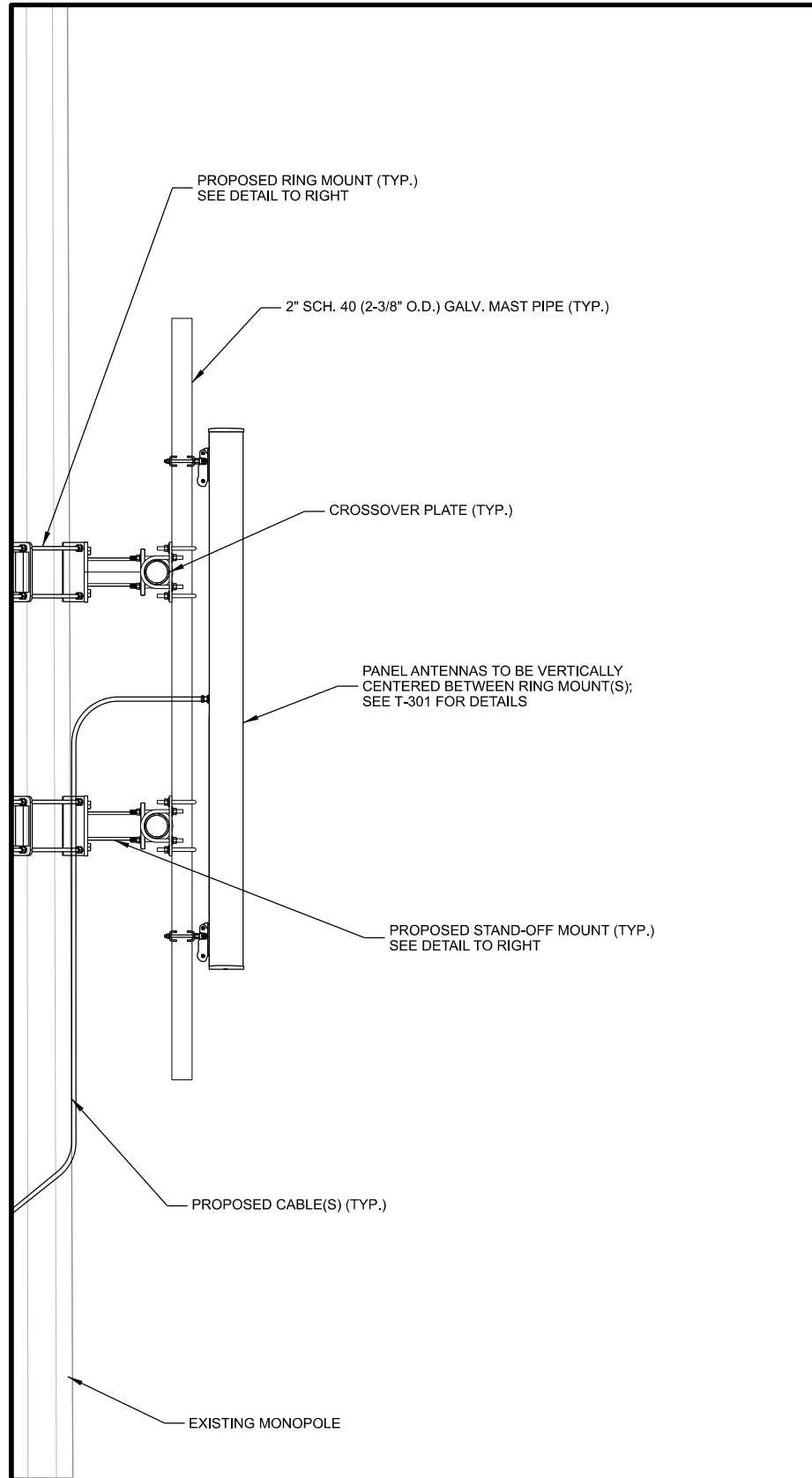
INT.	DATE	DESCRIPTION
JLM	07/11/25	REV. A

CHECKED BY	DCL
PLOT DATE	7/11/2025
PROJECT NUMBER	44515
SET TYPE	PRELIM. DWGS.
SHEET NUMBER	<b>T-301</b>

NOTES:  
 1. ALL ANTENNA AZIMUTHS TO BE FROM TRUE NORTH.

**A** **PROPOSED ANTENNA LAYOUT**  
 SCALE: 11" x 17" - 2-1/2" = 1'-0"  
 22" x 34" - 1-3/4" = 1'-0"  
 138/215

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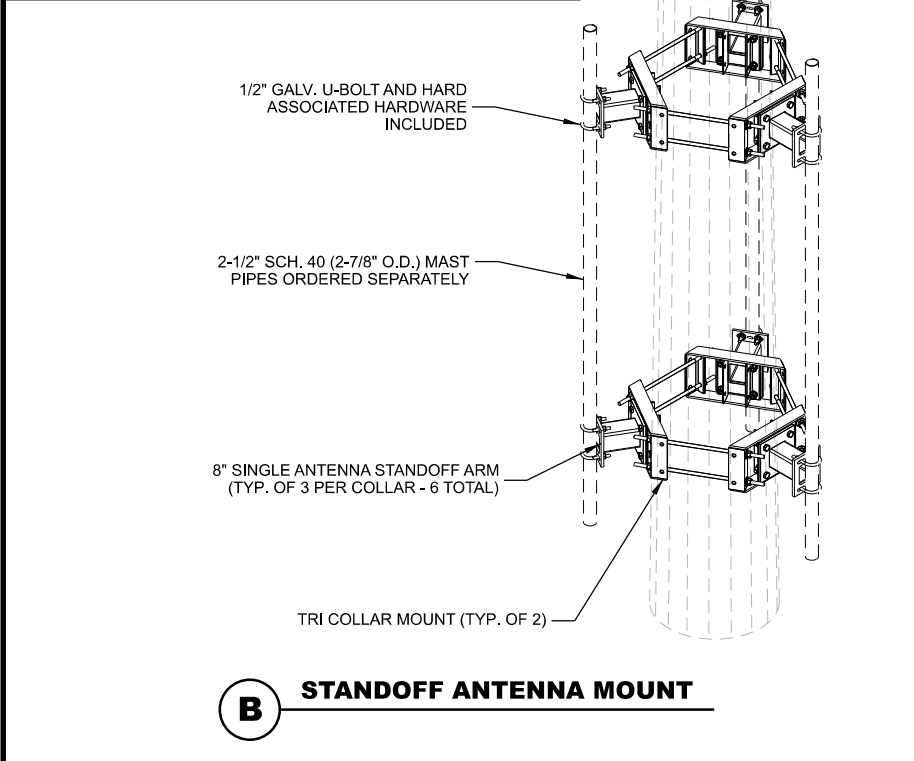


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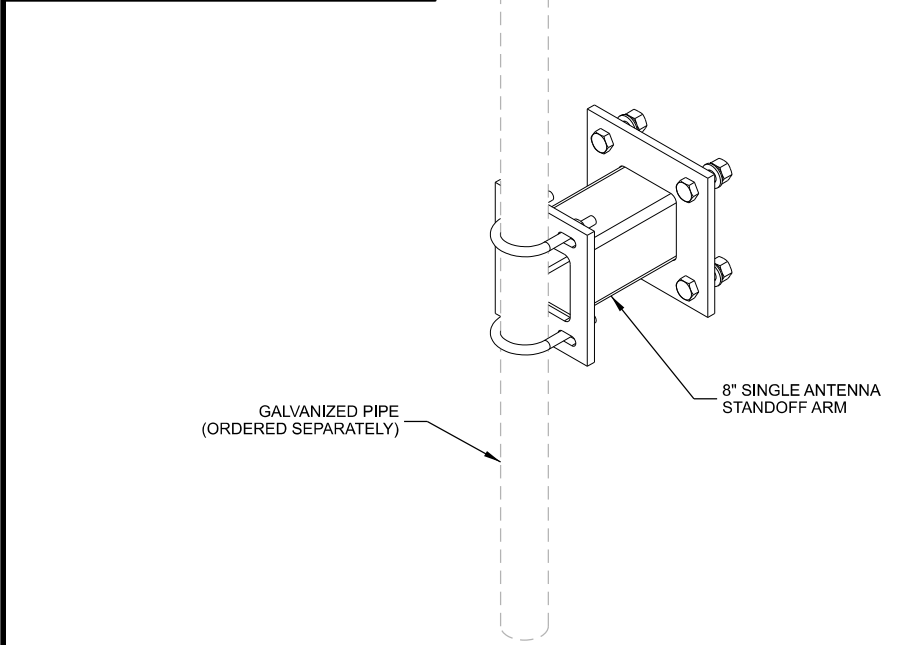
- ROUTE CABLES ALONG ROUND MEMBERS ON TOWER STANDOFFS OR TRAP BOXES AND SNAP-IN HANGERS; SEE CABLE DETAILS SHEET.
- PER TIA STANDARDS: FALL PROTECTION ANCHORAGES SHALL BE AVAILABLE AT A MAXIMUM SPACING OF FOUR (4) FEET OVER THE HEIGHT NOT EQUIPPED WITH A SAFETY CLIMB SYSTEM OR OVER THE LENGTH OF THE OBSTRUCTION TO THE CLIMBING FACILITY.

**A ANTENNA & ERICSSON EQUIPMENT MOUNTING - RAWLAND**

**MANUFACTURER:** SITE PRO 1  
**MODEL (COLLAR):** UGLM (POLE DIA. 10-1/2" TO 28")  
**MODEL (ADAPTER KIT):** LP-42 (28" TO 42" LARGE POLE ADAPTER KIT)  
**MODEL (STANDOFF):** MM01  
 8" STANDOFF FROM POLE  
 ACCEPTS 2-3/8", 2-7/8", OR 3-1/2" O.D. PIPES  
 PURCHASE MAST PIPES SEPARATELY

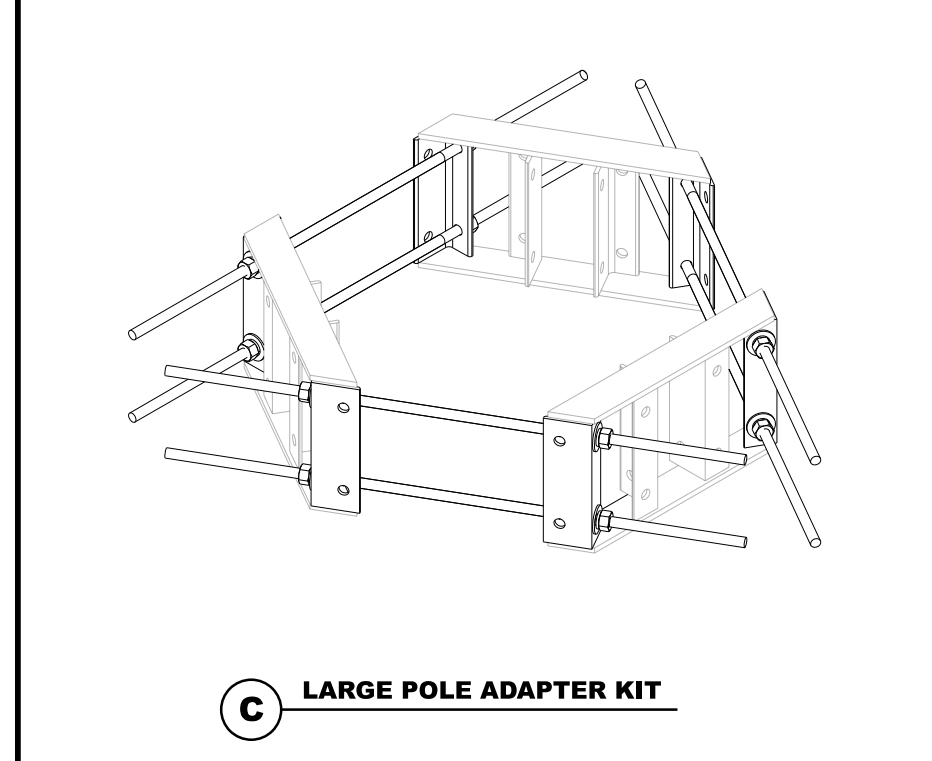


**MANUFACTURER:** SITE PRO 1  
**MODEL (STANDOFF):** MM01  
 8" STANDOFF FROM POLE  
 FITS STANDARD AND LIGHTWEIGHT RING MOUNTS  
 6" x 6" BOLT PATTERN  
 PURCHASE MAST PIPES SEPARATELY



**D SINGLE ANTENNA STANDOFF ARM**

**MANUFACTURER:** SITE PRO 1  
**MODEL (ADAPTER KIT):** LP-42 (28" TO 42" LARGE POLE ADAPTER KIT)  
 THREE SIDED RING MOUNT ASSEMBLY  
 FITS 28" TO 42" DIAMETER MONOPOLES  
 6" x 6" BOLT PATTERN



**THIS SPACE INTENTIONALLY LEFT BLANK**

**C LARGE POLE ADAPTER KIT**

**CONSULTANT:**  
  
 624 WATER STREET  
 PRAIRIE DU SAC, WI 53578  
 608.644.1449 VOICE  
 608.644.1549 FAX  
 www.edgeconsult.com

**CLIENT:**  
  
 VILLAGE OF SOMERS  
 7511 12TH STREET, P.O. BOX 197  
 SOMERS, WI 53171

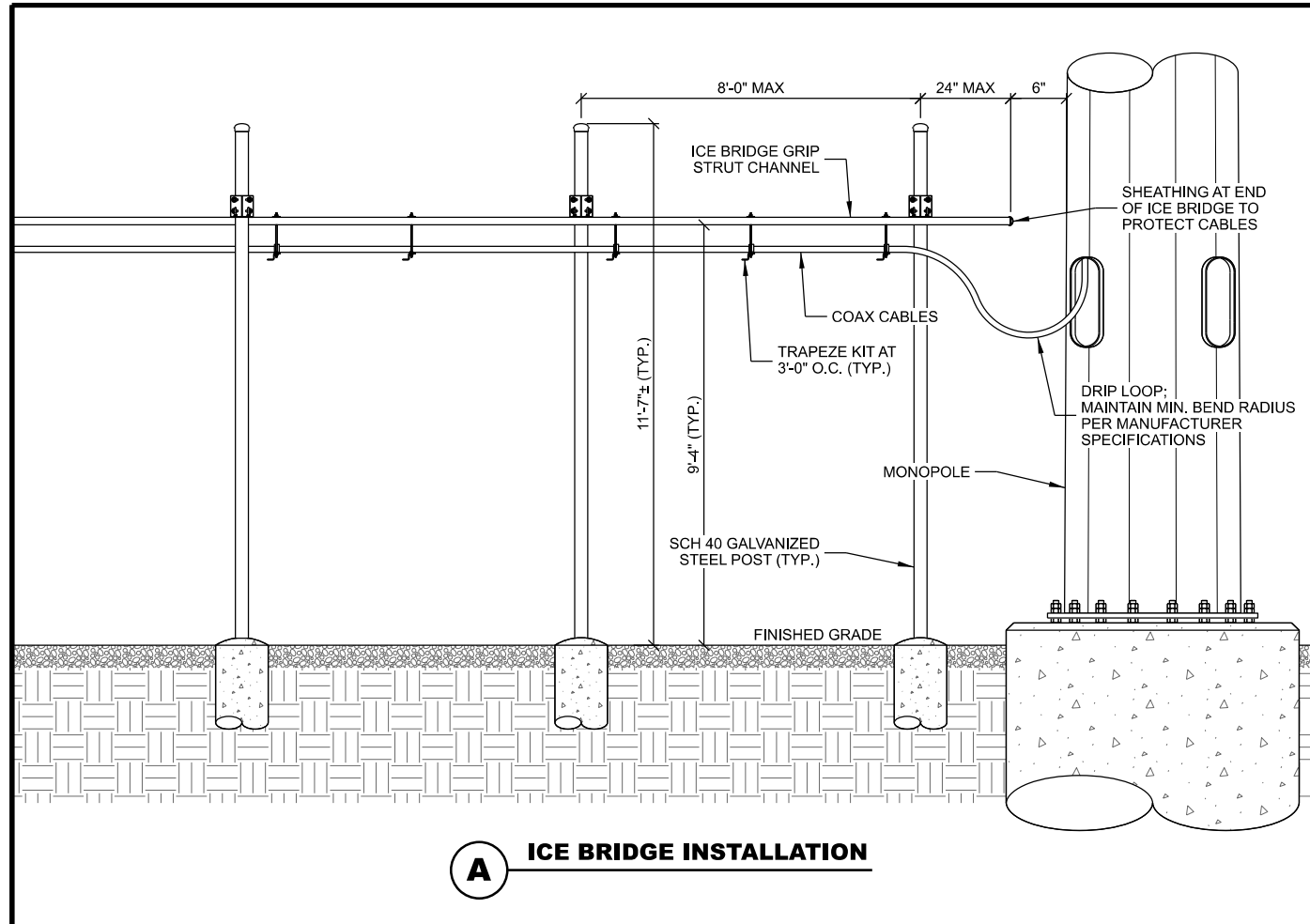
**ENGINEER SEAL:**  
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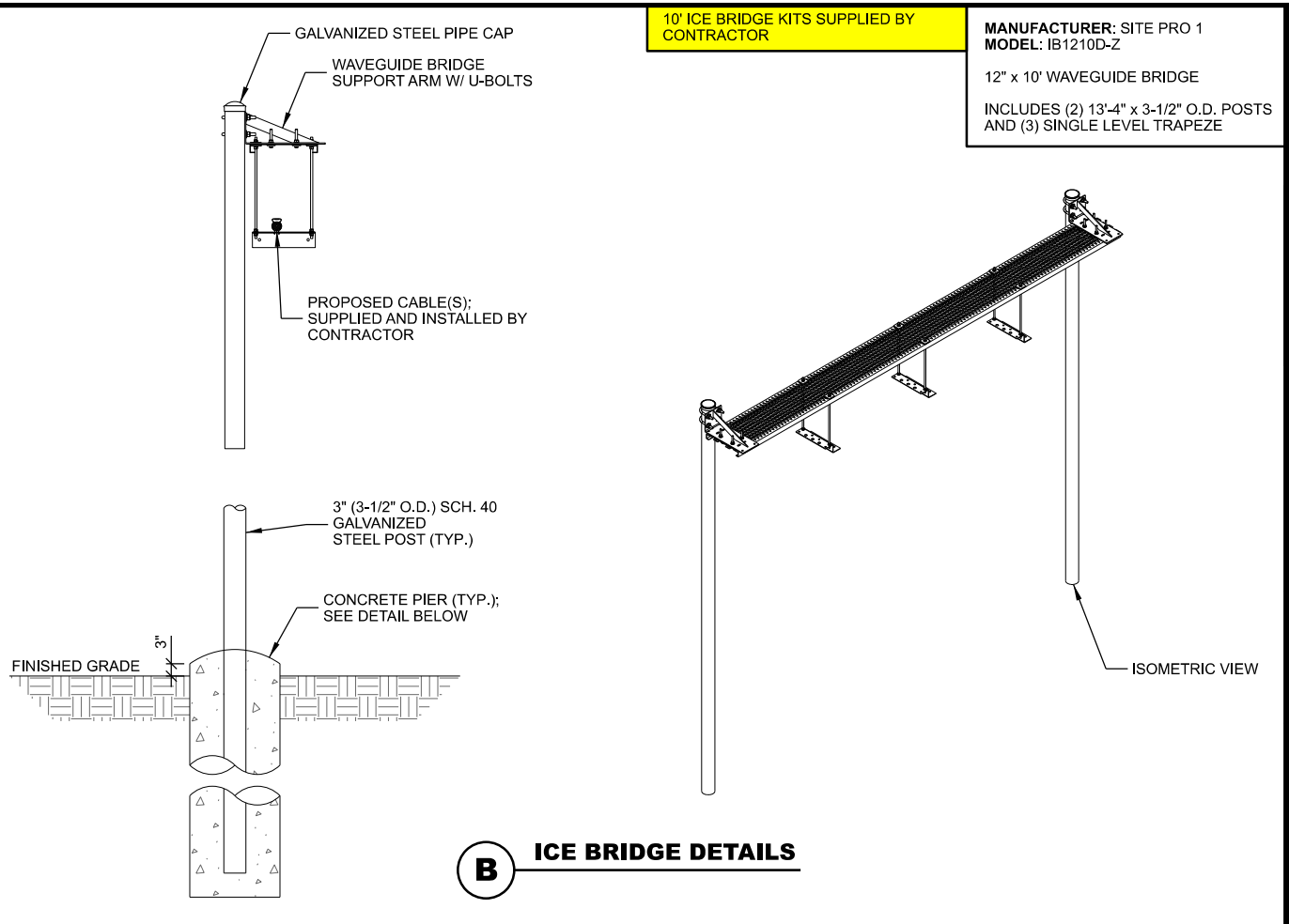
INSTALLATION DETAILS  
 SOMERS FS #2  
 SOMERS, WISCONSIN

SUBMITTAL:		
INT.	DATE:	DESCRIPTION:
JLM	07/11/25	REV. A

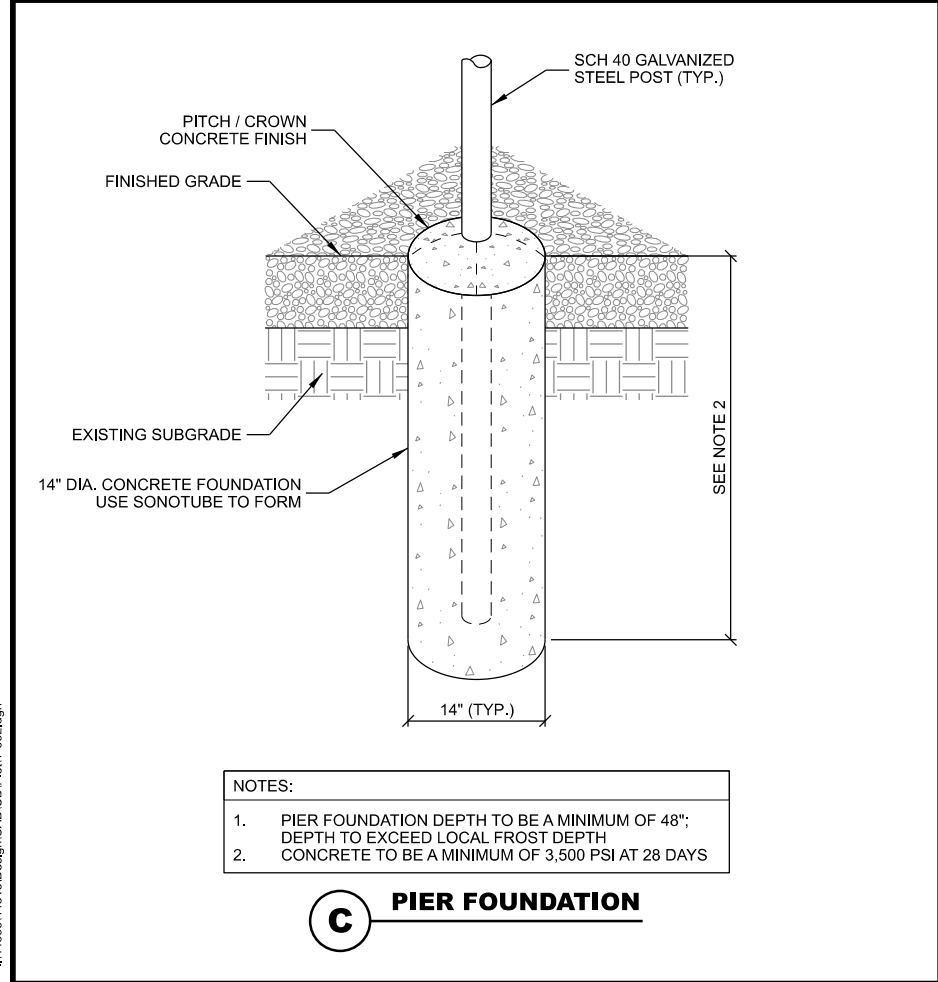
CHECKED BY:	DCL
PLOT DATE:	7/11/2025
PROJECT NUMBER:	44515
SET TYPE:	PRELIM. DWGS.
SHEET NUMBER:	<b>T-501</b>



**A ICE BRIDGE INSTALLATION**



**B ICE BRIDGE DETAILS**



- NOTES:**
- PIER FOUNDATION DEPTH TO BE A MINIMUM OF 48"; DEPTH TO EXCEED LOCAL FROST DEPTH
  - CONCRETE TO BE A MINIMUM OF 3,500 PSI AT 28 DAYS

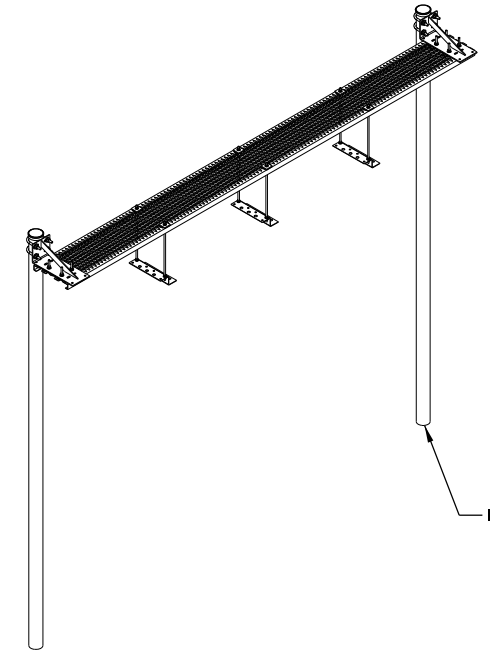
**C PIER FOUNDATION**

**THIS SPACE INTENTIONALLY LEFT BLANK**

- ICE BRIDGE NOTES : (THIS SHEET)**
- FOR COMPONENTS AS SHOWN IN STANDARD DETAILS, MAXIMUM ALLOWABLE SPAN BETWEEN SUPPORTS ON A CONTINUOUS SINGLE SECTION OF BRIDGE CHANNEL SHALL BE 8' FOR A 10' SECTION.
  - SPLICES IN SECTIONS OF BRIDGE CHANNEL SHALL BE INSTALLED AT SUPPORTS, WHERE POSSIBLE, OR AT MOST 2' FROM A SUPPORT.
  - FREE ENDS OF ICE BRIDGE CHANNELS SHALL NOT EXCEED A CANTILEVER DISTANCE OF 2' FROM A SUPPORT.
  - CUT BRIDGE CHANNEL SECTIONS SHALL HAVE RAW EDGES TREATED WITH COLD GALVANIZING SPRAY.
  - DEVIATIONS FROM STANDARDS FOR COMPONENT INSTALLATIONS ARE PERMITTED WITH MANUFACTURER'S AND ENGINEER'S APPROVAL.
  - DEVIATIONS FROM ICE BRIDGE FOUNDATIONS SHOWN ON SITE SPECIFIC DRAWINGS OR STANDARD DETAILS REQUIRE ENGINEERING APPROVAL.

**10' ICE BRIDGE KITS SUPPLIED BY CONTRACTOR**

**MANUFACTURER: SITE PRO 1  
MODEL: IB1210D-Z**  
  
12" x 10' WAVEGUIDE BRIDGE  
  
INCLUDES (2) 13'-4" x 3-1/2" O.D. POSTS  
AND (3) SINGLE LEVEL TRAPEZE



ISOMETRIC VIEW

CONSULTANT:  
**Edge Consulting Engineers, Inc.**  
624 WATER STREET  
PRAIRIE DU SAC, WI 53578  
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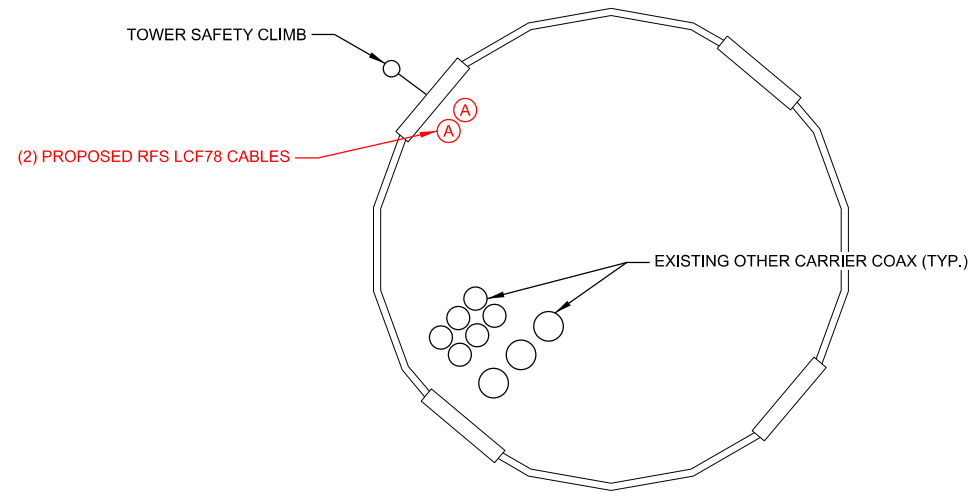
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**ICE BRIDGE DETAILS  
SOMERS FS #2  
SOMERS, WISCONSIN**

SUBMITTAL:

INT.	DATE	DESCRIPTION:
JLM	07/11/25	REV. A

CHECKED BY	DCL
PLOT DATE	7/11/2025
PROJECT NUMBER	44515
SET TYPE	PRELIM. DWGS.
SHEET NUMBER	<b>T-502</b>



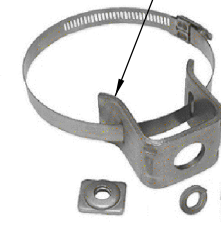
**A** PROPOSED TOWER INTERIOR



COAX SYMBOL	(#) SIZE	MOUNTING TYPE	CARRIER / OWNER	TECHNOLOGY	MOUNT HEIGHT
A	(2) 7/8"	TOWER INTERIOR	VILLAGE OF SOMERS	-	65'

**B** PROPOSED TOWER CABLE LAYOUT

UNIVERSAL STANDOFF KIT,  
SITE PRO 1 PART # STK2-U  
OR APPROVED EQUIVALENT



7/8" STACKABLE SNAP-IN HANGER,  
SITE PRO 1 PART # 78SS-A OR  
APPROVED EQUIVALENT



UNIVERSAL BARREL CUSHIONS,  
SITEPRO1 PART # BCU78X;  
ACCEPTS 0.16" TO 0.55" O.D. CABLES;  
MATING HANGER SIZE 7/8"

**C** JUMPER ATTACHMENT

MANUFACTURER: SITE PRO 1

MODEL: STK2-U  
UNIVERSAL TOWER STANDOFF KIT  
FITS 1-1/2" DIA. TO 3" DIA. ROUND MEMBERS

MODEL: 78SS-A  
7/8" STACKABLE SNAP-IN HANGER

MODEL: BCU78X  
UNIVERSAL BARREL CUSHION  
ACCEPTS 0.16" TO 0.55" O.D. CABLES  
7/8" MATING HANGER

CONSULTANT:

**Edge**  
Consulting Engineers, Inc.  
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PRAIRIE DU SAC, WI 53578  
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608.644.1549 FAX  
www.edgeconsult.com

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Established 1843  
**Somers**  
VILLAGE & TOWN

VILLAGE OF SOMERS  
7511 12TH STREET, P.O. BOX 197  
SOMERS, WI 53171

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**CABLE ROUTING  
SOMERS FS #2  
SOMERS, WISCONSIN**

SUBMITTAL:

INT.	DATE:	DESCRIPTION:
JLM	07/11/25	REV. A

CHECKED BY: DCL

PLOT DATE: 7/11/2025

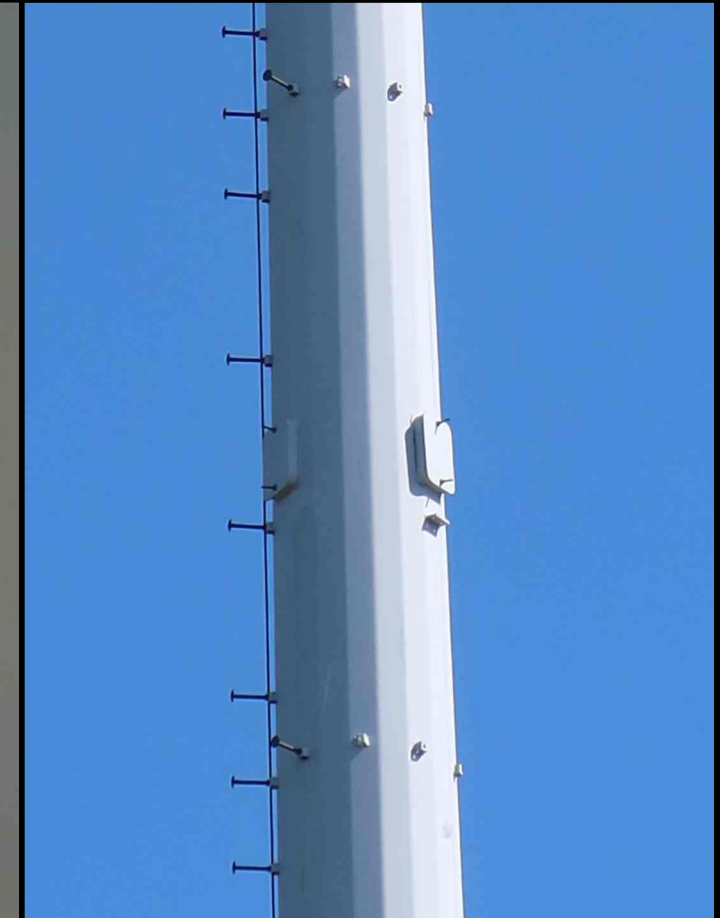
PROJECT NUMBER: 44515

SET TYPE: PRELIM. DWGS.

SHEET NUMBER: **V-501**



**D** LOWER TOWER COAX PORT(S)



**E** UPPER TOWER COAX PORT(S)

14/215

**KEYNOTES: (THIS SHEET)**

- A. ICE BRIDGE GROUND RING, #2 SOLID TINNED COPPER
- B. GROUND LEAD FROM ICE BRIDGE GROUND RING TO TOWER GROUND RING (TYP. OF 2), #2 SOLID TINNED COPPER
- C. GROUND LEAD FROM ICE BRIDGE POST TO BURIED GROUND RING (TYP.)
- D. TOWER GROUND BAR (TGB) WITH (2) GROUNDS FROM TGB TO TOWER GROUND RING; SEE E-501 FOR DETAIL
- E. EXISTING TOWER GROUND RING; HAND DIG TO VERIFY EXACT LOCATION
- F. GROUND LEAD FROM BURIED GROUND RING TO EXISTING FENCE.

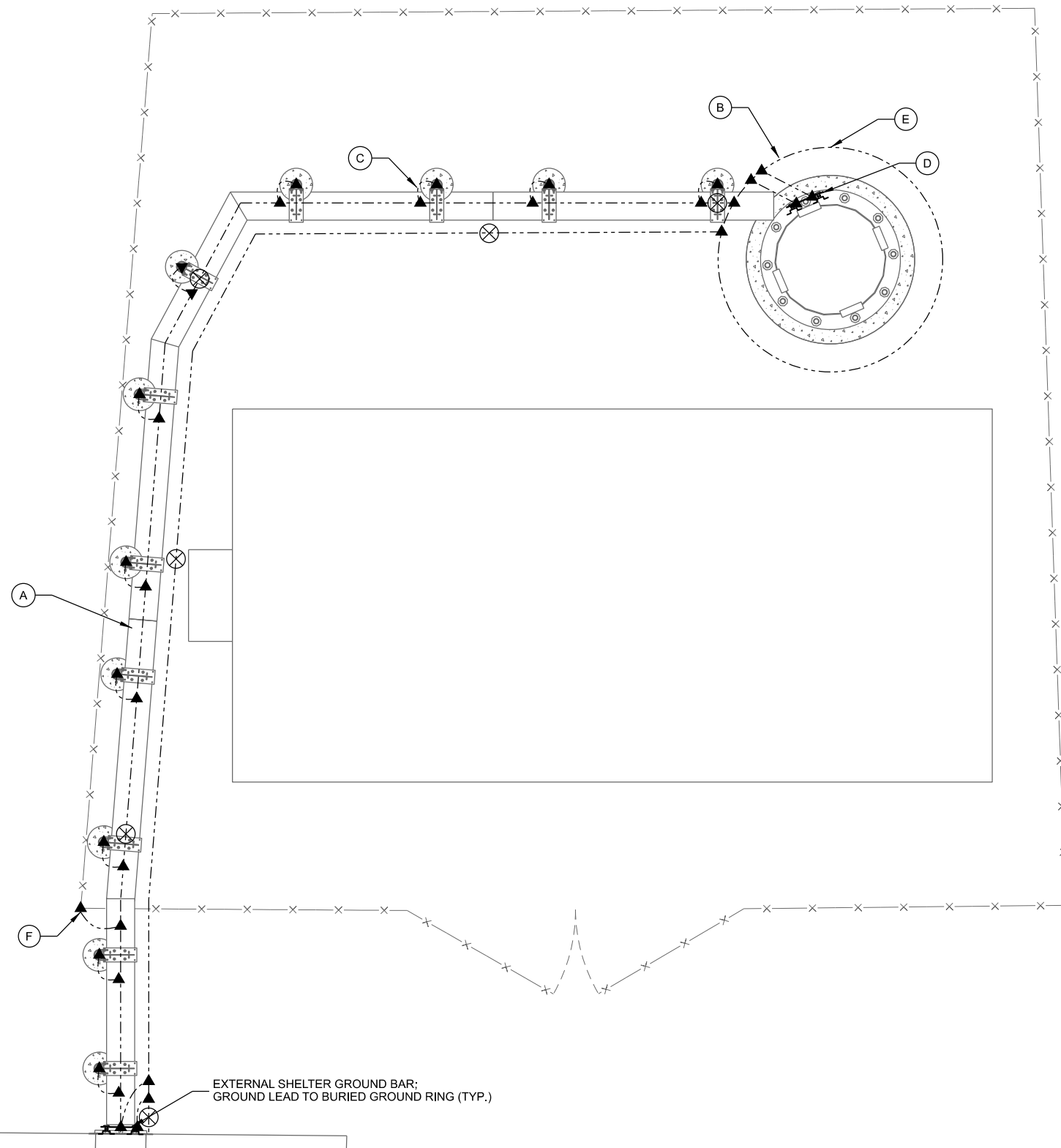


**GROUNDING LEGEND: (THIS SHEET)**

- GROUND TEST WELL, SEE E-502 FOR DETAILS
- COPPER CLAD GROUND ROD, (5/8" DIA. x 10' LONG) SPACE @ 2X GROUND ROD LENGTH (20' O.C. MAX., 6' MIN.)
- EXOTHERMIC OR UL RATED IRREVERSIBLE CONNECTION (CADWELD OR HYGROUND)
- MECHANICAL CONNECTION (BURNDY 2-HOLE LUG OR APPROVED EQUAL)
- #2 SOLID TINNED COPPER WIRE
- #6 AWG UV RATED COPPER WIRE

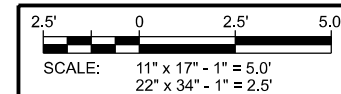
**GENERAL NOTES: (THIS SHEET)**

1. ALL EXTERIOR GROUNDING SHALL MEET OR EXCEED THE CURRENT NEC AND NFPA 780 CODE.
2. THE GROUNDING SYSTEM & CONDUCTORS SHALL BE INSPECTED PRIOR TO BACK FILLING WITH RESULTS APPROVED BY THE CARRIER. THE SYSTEM SHALL PROVIDE 5 OHM OR LESS RESISTANCE UPON COMPLETION.
3. HIGH COMPRESSION TYPE CONNECTORS SHALL BE USED FOR SECONDARY GROUNDING CONDUCTOR TO MAIN GROUNDING CONDUCTOR CONNECTIONS. AFTER INSPECTION CONNECTIONS SHALL BE WRAPPED WITH ELECTRICAL VINYL TAPE.
4. ALL MECHANICAL CONNECTIONS SHALL INCLUDE ANTI-OXIDANT COMPOUND BETWEEN LUG & CONNECTION POINT. USE COPPER ANTI-OXIDANT FOR COPPER TO COPPER CONNECTION
5. ALL NON-INSULATED GROUND LEADS EXTENDING ABOVE GROUND LEVEL SHALL BE ENCASED IN 1/2" PVC & SEALED WITH SILICONE.
6. GROUND RINGS & TOP OF RODS SHALL BE INSTALLED AT 30" BELOW FINISHED GRADE OR 6" BELOW FROST LINE, WHICHEVER IS DEEPER. (SEE DETAIL A/E-501)
7. ALL ABOVE GRADE CADWELD CONNECTIONS (TO GALVANIZED ITEMS) SHALL BE COATED WITH ZINGA TO PREVENT CORROSION.
8. GROUNDING CONDUCTORS SHALL MAINTAIN, TO THE EXTENT PRACTICAL, A HORIZONTAL OR DOWNWARD DIRECTION FREE FROM UP AND DOWN POCKETS. THE RADIUS OF BEND SHALL NOT BE LESS THAN 8" AND THE ANGLE OF ANY BEND SHALL NOT BE SHARPER (LESS) THAN 90°.
9. THE MAXIMUM HORIZONTAL AND VERTICAL SPACING BETWEEN GROUNDING CONDUCTOR (NOT IN CONDUIT) SUPPORTS SHALL NOT EXCEED 4 FT.
10. IF A GROUNDING CONDUCTOR IS INSTALLED IN FERROUS METAL CONDUITS, THE CONDUCTOR SHALL BE BONDED TO THE TOP AND BOTTOM OF THE CONDUIT.



**A COMPOUND GROUNDING PLAN - COLO**

142/215



CONSULTANT:  
  
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 624 WATER STREET  
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CLIENT:  
  
 Somers  
 VILLAGE & TOWN  
 VILLAGE OF SOMERS  
 7511 12TH STREET, P.O. BOX 197  
 SOMERS, WI 53171

ENGINEER SEAL:  
  
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**COMPOUND GROUNDING PLAN  
SOMERS FS #2  
SOMERS, WISCONSIN**

SUBMITTAL:

INT.	DATE:	DESCRIPTION:
JLM	07/11/25	REV. A

CHECKED BY:	DCL
PLOT DATE:	7/11/2025
PROJECT NUMBER:	44515
SET TYPE:	PRELIM. DWGS.
SHEET NUMBER:	<b>E-101</b>

**KEYNOTES: (THIS SHEET)**

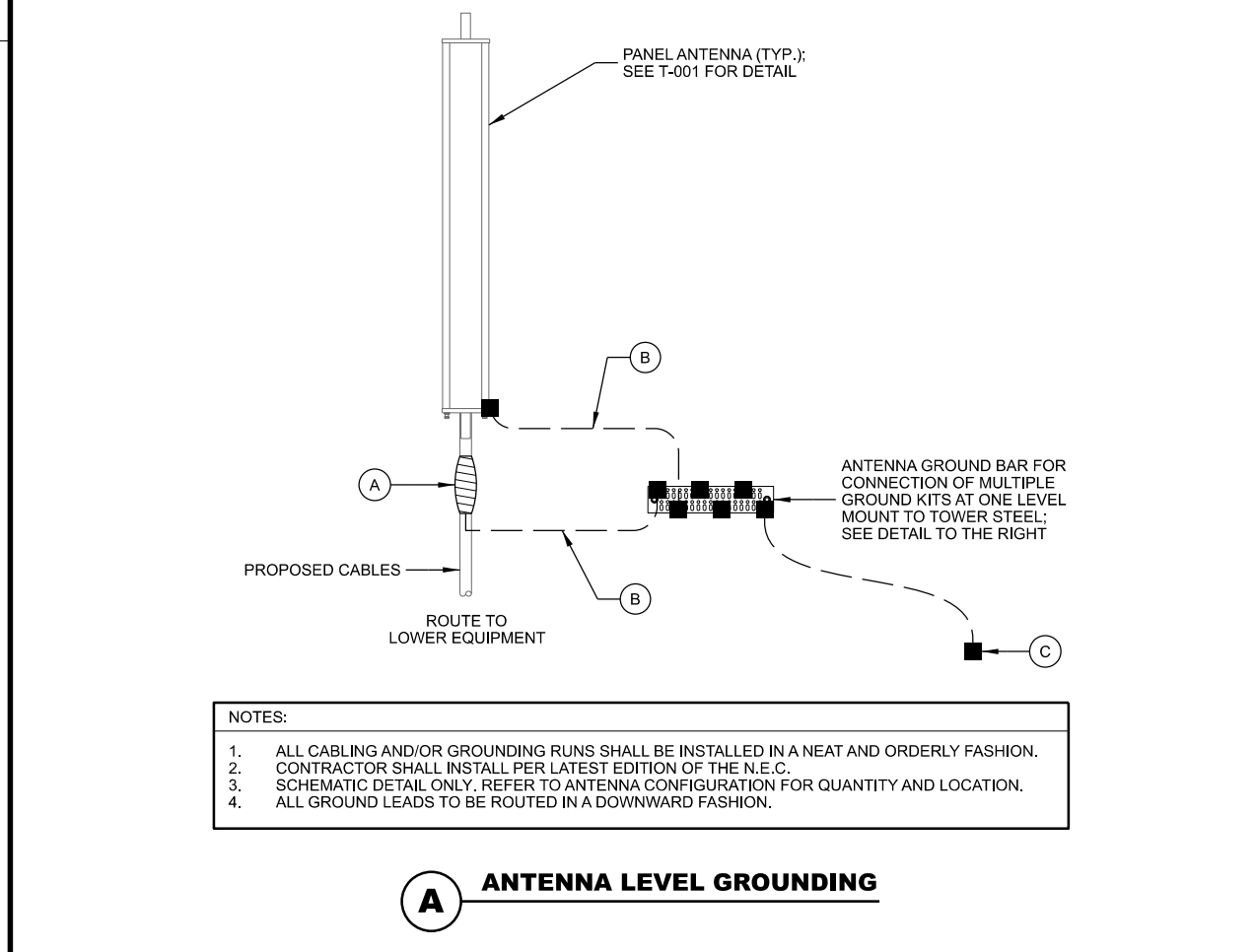
- A. WEATHERPROOF CABLE GROUND KIT
- B. GROUND KIT #6 THHN STRANDED INSULATED JUMPER CONNECTION TO GROUND BAR WITH 2 HOLE LONG BARREL LUG
- C. UL LISTED BONDING CLAMP CABLE TO FLAT METAL BONDING CLAMP
- D. TOWER GROUND BAR (TGB) INSTALLED ON TOWER (SEE DETAIL TO RIGHT); FOR LATTICE TOWERS, MOUNT TGB DIAGONALLY AT 12" ABOVE ICE BRIDGE FOR EASIER HOOK-UP OF GROUNDING KIT LEADS
- E. TGB GROUNDS #2 SOLID TINNED COPPER ENCASED IN LIQUID-TIGHT FLEXIBLE NON-METALLIC CONDUIT TO 24" BELOW GRADE FROM TGB TO TOWER GROUND RING (2) REQ'D
- F. COLLECTOR GROUND BAR (CGB) MOUNTED TO UNISTRUT RACK ON INSULATORS; (2) CGB #2 SOLID TINNED COPPER GROUNDS ENCASED IN LIQUID-TIGHT FLEXIBLE NON-METALLIC CONDUIT TO 24" BELOW GRADE FROM CGB TO EQUIPMENT GROUND RING
- G. MASTER GROUND BAR (MGB) MOUNTED HORIZONTALLY TO CONCRETE PAD ON INSULATORS; (2) #2 SOLID TINNED COPPER GROUNDS ENCASED IN LIQUID-TIGHT FLEXIBLE NON-METALLIC CONDUIT TO 24" BELOW GRADE FROM MGB TO EQUIPMENT GROUND RING
- H. RAYCAP SPD AND JUNCTION BOX TO BE BONDED TO CGB WITH #6 THHN STRANDED GREEN INSULATED
- I. SECURE GPS TO ICE BRIDGE POST WITH UL LISTED PIPE CLAMP; BOND WITH #2 SOLID TINNED COPPER LEAD
- J. ICE BRIDGE POST GROUND #2 SOLID TINNED COPPER ENCASED IN LIQUID-TIGHT FLEXIBLE NON-METALLIC CONDUIT TO 24" BELOW GRADE
- K. ICE BRIDGE SECTION GROUNDS #2 STRANDED INSULATED WITH 2 HOLE LONG BARREL ON EACH END (TYP.)
- L. ICE BRIDGE SECTION TO POST GROUNDS #2 STRANDED INSULATED WITH 2 HOLE LONG BARREL ON SECTION; ORIENT LEAD WITH HIGH SIDE TOWARDS TOWER
- M. GROUND HATCH PLATE WITH #6 AWG STRANDED JUMPER W/ SHORT BARREL COMPRESSION LUGS, USE STAR WASHERS, LOCK WASHERS, AND SHEET METAL SCREWS TO SECURE TO EXTERNAL GROUND BAR
- N. EXTERIOR GROUND BAR BY BLDG. MFR. ELECTRICAL CONTRACTOR TO EXTEND (2) #2 SOLID BARE COPPER LEADS DOWN INTO 3/4" PVC CONDUITS AND PROVIDE NECESSARY CADWELD CONNECTIONS
- O. 3/4" DIA. PVC CONDUITS SECURED W/ GALV. "C" CLAMPS TO EXTERNAL GROUND BAR. EXTEND PVC PIPE 12" BELOW GRADE.

**GROUNDING LEGEND: (THIS SHEET)**

- ▲ EXOTHERMIC OR UL RATED IRREVERSIBLE CONNECTION (CADWELD OR HYGROUND)
- MECHANICAL CONNECTION (BURNDY 2-HOLE LUG OR APPROVED EQUAL)
- - - #2 SOLID TINNED COPPER WIRE
- - - #2 THHN STRANDED INSULATED COPPER WIRE
- #6 AWG UV RATED COPPER WIRE

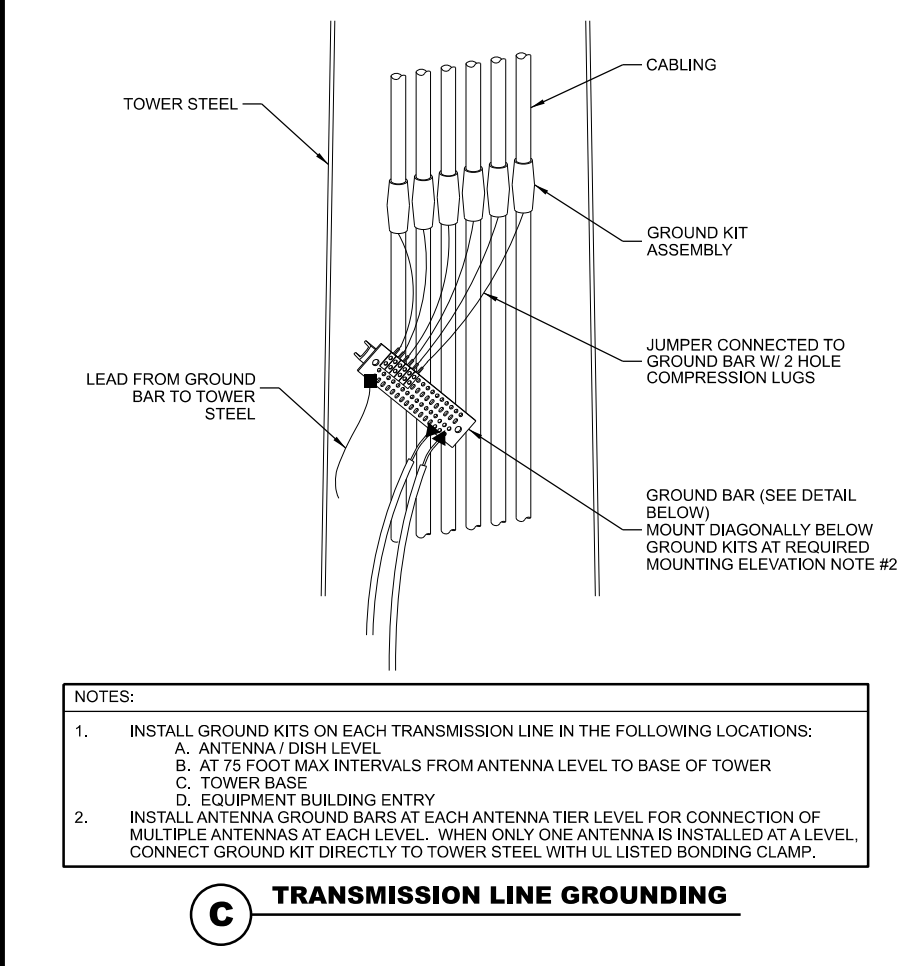
**GENERAL NOTES: (THIS SHEET)**

- 1. ALL BELOW-GRADE CONNECTIONS ARE TO BE EXOTHERMICALLY WELDED A MINIMUM OF 30" BELOW GRADE.
- 2. ALL LEADS EXTENDING ABOVE GRADE TO BE ENCASED IN 3/4" CONDUIT AND EXTEND A MINIMUM OF 6" ABOVE FINISHED GRADE AND 24" BELOW FINISHED GRADE.
- 3. COAT ALL EXOTHERMICALLY WELDED CONNECTIONS WITH ZINGA.
- 4. APPLY ANTI OXIDANT COMPOUND TO ALL MECHANICAL CONNECTIONS.
- 5. UPPER AND LOWER TOWER GROUND BARS TO BE BONDED DIRECTLY TO TOWER STEEL WITH #2 CONDUCTORS.
- 6. AIR TERMINAL TO EXTEND 2' ABOVE HIGHEST ANTENNA MIN. ON MAST PIPE MECHANICALLY FASTEN AIR TERMINAL TO MAST PIPE MAST PIPE TO BE MECHANICALLY CONNECTED TO TOWER STEEL.



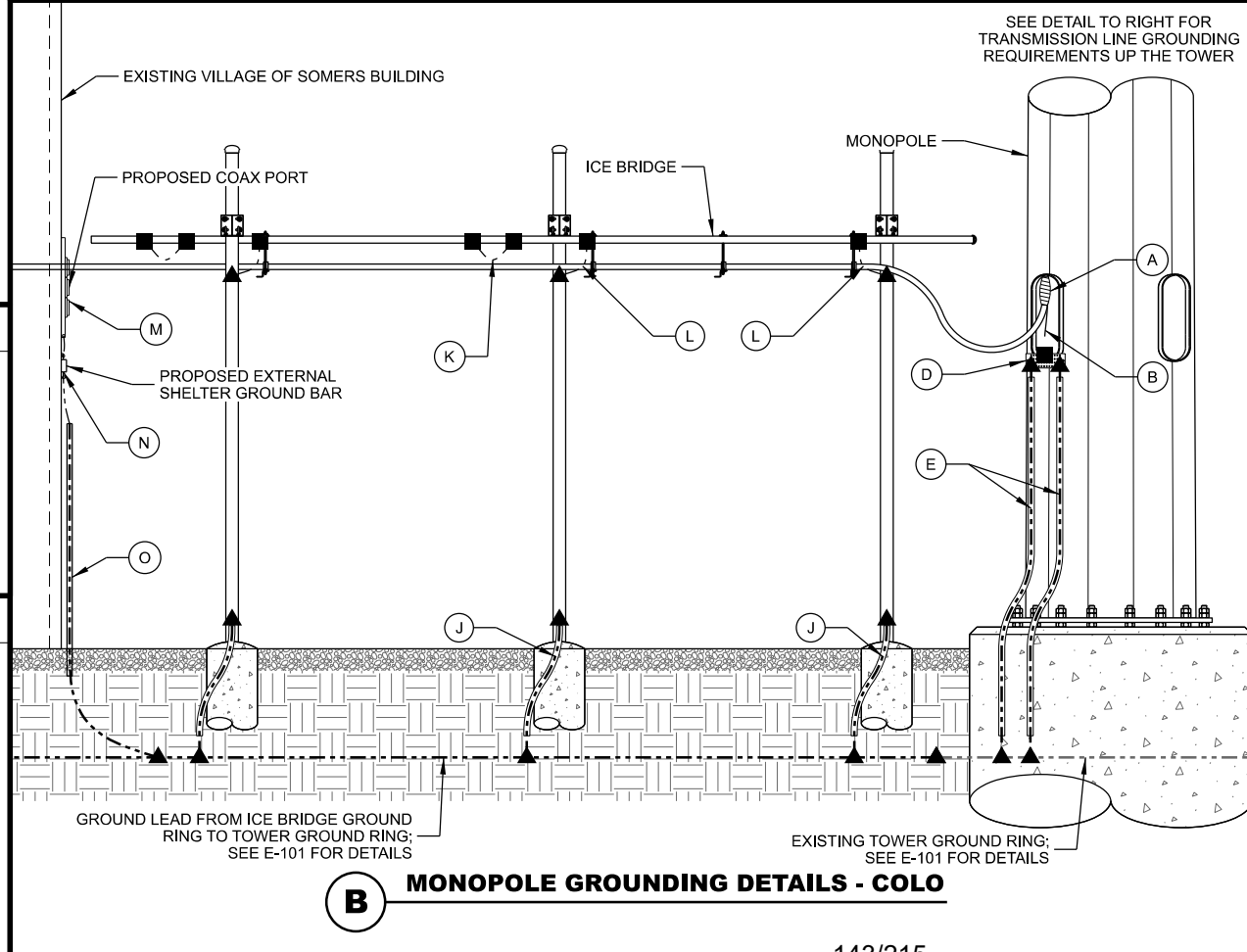
- NOTES:**
- ALL CABLING AND/OR GROUNDING RUNS SHALL BE INSTALLED IN A NEAT AND ORDERLY FASHION.
  - CONTRACTOR SHALL INSTALL PER LATEST EDITION OF THE N.E.C.
  - SCHEMATIC DETAIL ONLY. REFER TO ANTENNA CONFIGURATION FOR QUANTITY AND LOCATION.
  - ALL GROUND LEADS TO BE ROUTED IN A DOWNWARD FASHION.

**A ANTENNA LEVEL GROUNDING**

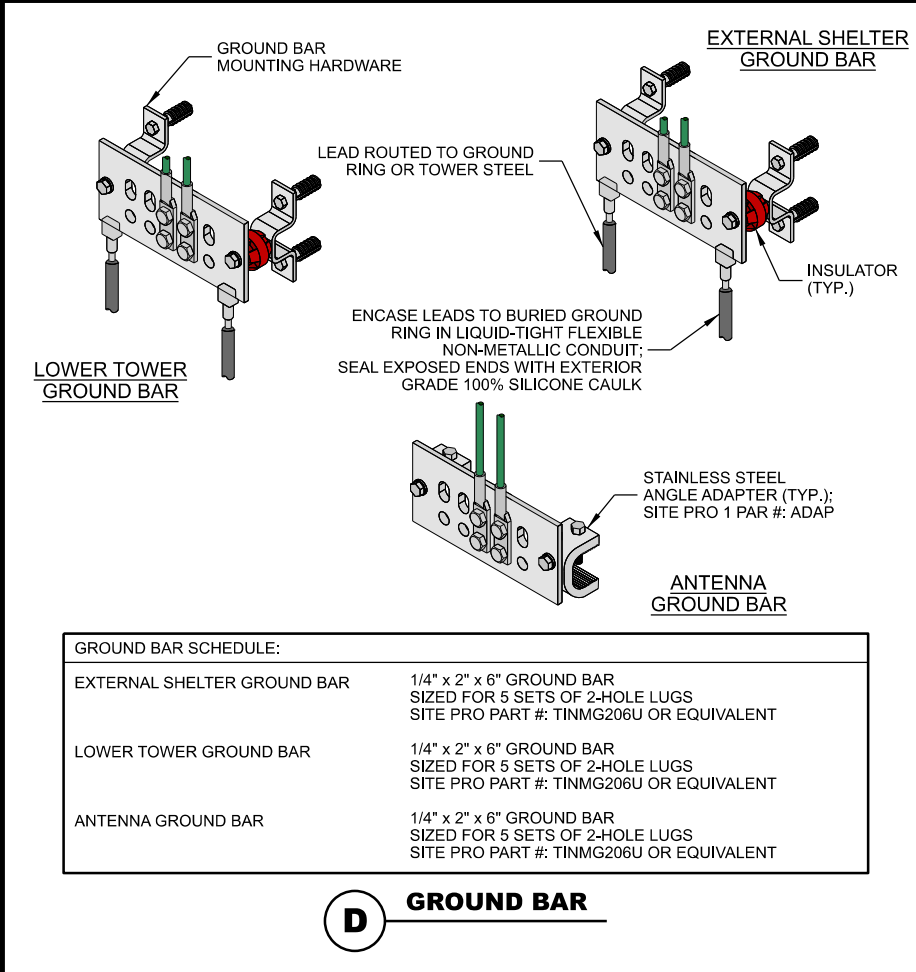


- NOTES:**
- INSTALL GROUND KITS ON EACH TRANSMISSION LINE IN THE FOLLOWING LOCATIONS:
    - A. ANTENNA / DISH LEVEL
    - B. AT 75 FOOT MAX INTERVALS FROM ANTENNA LEVEL TO BASE OF TOWER
    - C. TOWER BASE
    - D. EQUIPMENT BUILDING ENTRY
  - INSTALL ANTENNA GROUND BARS AT EACH ANTENNA TIER LEVEL FOR CONNECTION OF MULTIPLE ANTENNAS AT EACH LEVEL. WHEN ONLY ONE ANTENNA IS INSTALLED AT A LEVEL, CONNECT GROUND KIT DIRECTLY TO TOWER STEEL WITH UL LISTED BONDING CLAMP.

**C TRANSMISSION LINE GROUNDING**



**B MONOPOLE GROUNDING DETAILS - COLO**



**GROUND BAR SCHEDULE:**

EXTERNAL SHELTER GROUND BAR	1/4" x 2" x 6" GROUND BAR SIZED FOR 5 SETS OF 2-HOLE LUGS SITE PRO PART #: TINMG206U OR EQUIVALENT
LOWER TOWER GROUND BAR	1/4" x 2" x 6" GROUND BAR SIZED FOR 5 SETS OF 2-HOLE LUGS SITE PRO PART #: TINMG206U OR EQUIVALENT
ANTENNA GROUND BAR	1/4" x 2" x 6" GROUND BAR SIZED FOR 5 SETS OF 2-HOLE LUGS SITE PRO PART #: TINMG206U OR EQUIVALENT

**D GROUND BAR**

CONSULTANT:  
**Edge**  
 Consulting Engineers, Inc.  
 624 WATER STREET  
 PRAIRIE DU SAC, WI 53578  
 608.644.1449 VOICE  
 608.644.1549 FAX  
 www.edgeconsult.com

CLIENT:  
 Established 1843  
**Somers**  
 VILLAGE & TOWN  
 VILLAGE OF SOMERS  
 7511 12TH STREET, P.O. BOX 197  
 SOMERS, WI 53171

ENGINEER SEAL:  
**PRELIMINARY - NOT FOR CONSTRUCTION**

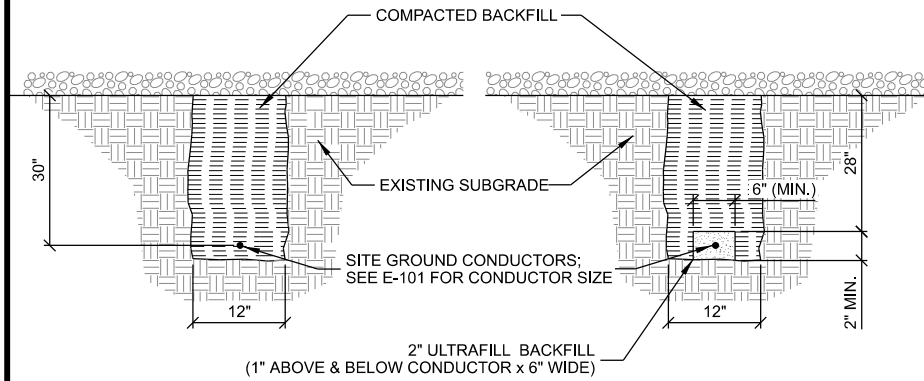
I HEREBY CERTIFY THAT THIS PLAN SET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION OTHER THAN THE EXCEPTIONS NOTED IN THE SHEET INDEX, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF WISCONSIN.

**GROUNDING DETAILS SOMERS FS #2 SOMERS, WISCONSIN**

SUBMITTAL:

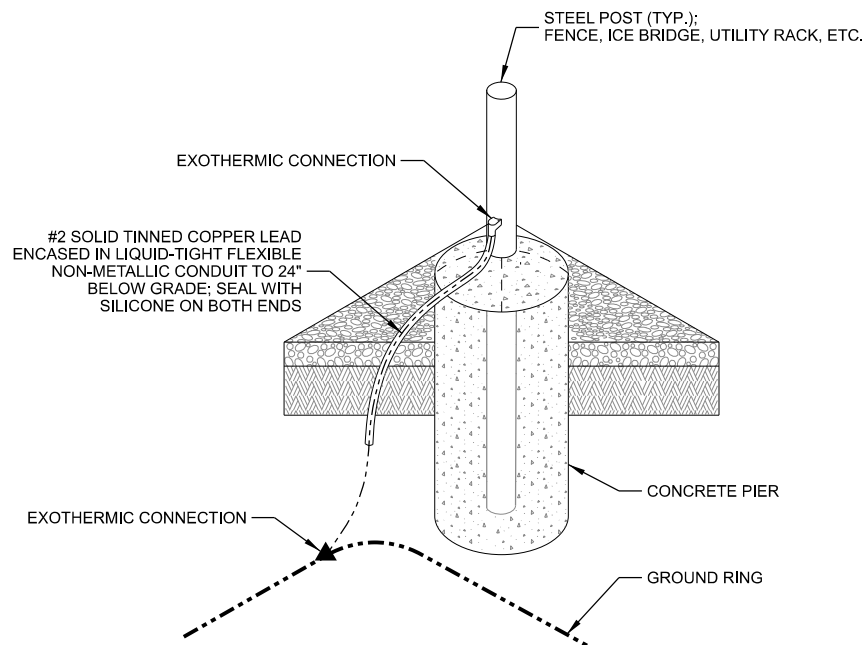
INT.	DATE	DESCRIPTION:
JLM	07/11/25	REV. A

CHECKED BY:	DCL
PLOT DATE:	7/11/2025
PROJECT NUMBER:	44515
SET TYPE:	PRELIM. DWGS.
SHEET NUMBER:	<b>E-501</b>

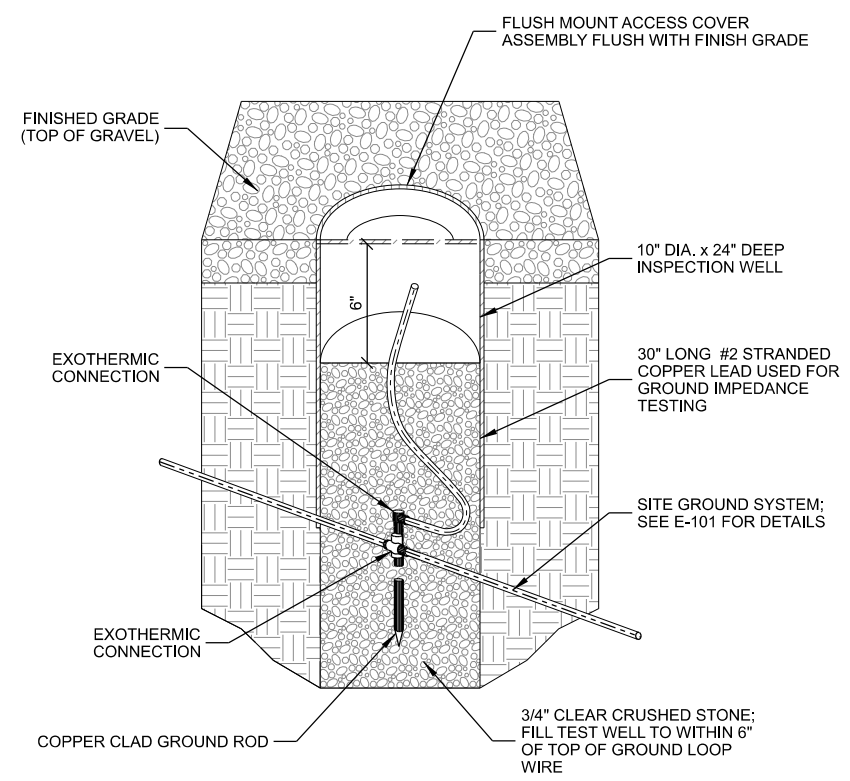


**A GROUNDING TRENCH**

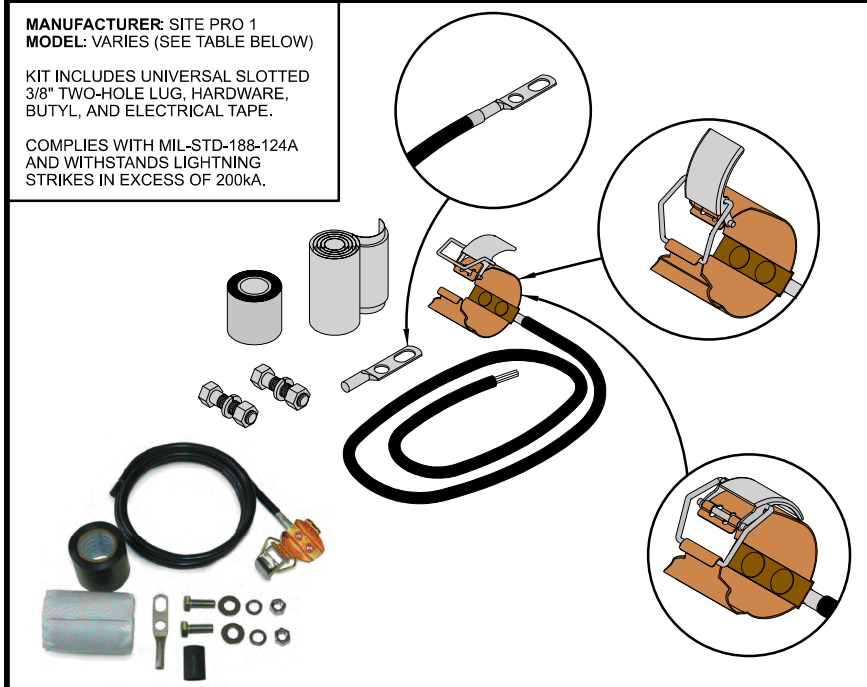
- NOTES:
- GROUNDING TRENCHES TO BE BACK FILLED WITH NATIVE SOIL.
  - COMPACT BACK FILL TO 95% MODIFIED PROCTOR.



**B STEEL POST GROUNDING**

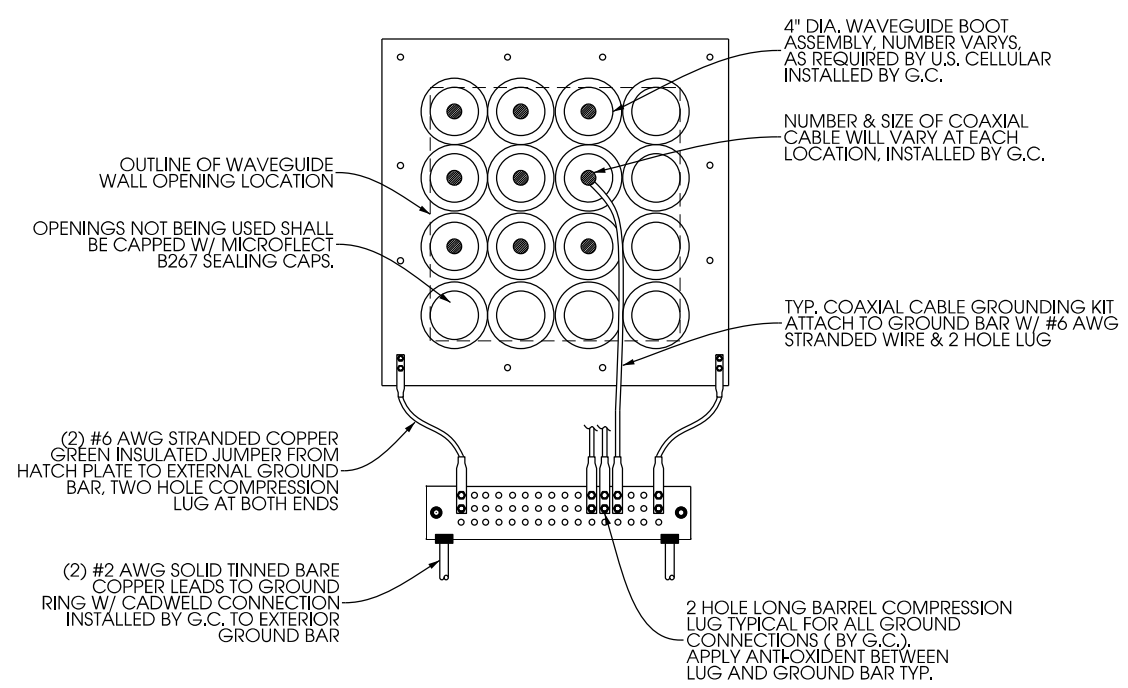


**C INSPECTION WELL**



PART #	CABLE SIZE & TYPE	LENGTH	LUG	WEIGHT
GK-C12	1/2" CORRUGATED	5'	UNATTACHED	1.50 LB.
GK-C78	7/8" CORRUGATED	5'	UNATTACHED	1.65 LB.
GK-C114	1-1/4" CORRUGATED	5'	UNATTACHED	1.70 LB.
GK-C158	1-5/8" CORRUGATED	5'	UNATTACHED	1.70 LB.
GK-C214	2-1/4" CORRUGATED	5'	UNATTACHED	1.80 LB.

**D CLIP ON GROUND KIT**



**E EXTERNAL SHELTER GROUND BAR**  
SCALE: NTS

**THIS SPACE INTENTIONALLY LEFT BLANK**

CONSULTANT:  
**Edge**  
Consulting Engineers, Inc.  
624 WATER STREET  
PRAIRIE DU SAC, WI 53578  
608.644.1449 VOICE  
608.644.1549 FAX  
www.edgeconsult.com

CLIENT:  
**Somers**  
VILLAGE & TOWN  
ESTABLISHED 1843  
VILLAGE OF SOMERS  
7511 12TH STREET, P.O. BOX 197  
SOMERS, WI 53171

ENGINEER SEAL:  
**PRELIMINARY - NOT FOR CONSTRUCTION**

I HEREBY CERTIFY THAT THIS PLAN SET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION OTHER THAN THE EXCEPTIONS NOTED IN THE SHEET INDEX, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF WISCONSIN.

**GROUNDING DETAILS SOMERS FS #2 SOMERS, WISCONSIN**

SUBMITTAL:

INT.	DATE:	DESCRIPTION:
JLM	07/11/25	REV. A

CHECKED BY:	DCL
PLOT DATE:	7/11/2025
PROJECT NUMBER:	44515
SET TYPE:	PRELIM. DWGS.
SHEET NUMBER:	<b>E-502</b>

## TOWER SPACE LEASE AGREEMENT

THIS TOWER SPACE LEASE AGREEMENT (the "Lease Agreement") is made and entered into on \_\_\_\_\_ by and between **Kenosha Cellular Telephone L.P.**, a Delaware limited partnership, having a principal place of business at Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631 (hereinafter referred to as "Lessor"), and **Town of Somers, Wisconsin**, a municipal corporation, having an address at 7511 12<sup>th</sup> Street, Box 197, Somers, Wisconsin 53171 (hereinafter referred to as "Lessee").

WHEREAS, Lessor has a leasehold interest in certain real property located at 818 12<sup>th</sup> St, City of Somers, in Kenosha County, at coordinates 42.63958889 North, -87.82167806 West (the "Site"). The Site is legally described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Lessee desires to occupy, and Lessor is willing to provide, attachment locations upon the Tower (the "Tower") for the placement of Lessee's antennas, cabling and ancillary equipment hereinafter referred as the "Leased Space".

NOW, THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Lease Conferred. Lessor hereby confers upon Lessee, and Lessee hereby receives and accepts from Lessor, a lease and privilege, which shall be irrevocable for the stated duration hereof unless otherwise stated herein, to do all of the following:

(a) Occupy Attachment locations upon the Tower with the following:

Manufacturer and Model Number: Amphenol WPA-700102-8CF-0-850

Quantity of Antennas: 2

Weight & Dimension of Antenna (LxWxD): 94.6''x 8''x 5.9''

Line/Cable Quantity & Type: Two (2) RFS LCF78

Line/Cable Diameter and Length: 0.875'', 65' long

at a radiation center height of Sixty-Five feet (65') above ground level, as more particularly described in Exhibit B, oriented in such directions as shall be in accordance with Lessee's needs, subject to existing attached devices of other users;

(b) Extend and connect utility lines and related infrastructure between Lessee's Equipment and suitable utility company service connection points;

(c) Traverse the Site as reasonably necessary to accomplish Lessee's purpose contemplated herein.

(d) Lessor's right of access to the Site is an easement granted in the underlying Prime Lease dated August 23, 2011, between Lessor and the owner of the Site. Lessee has read this underlying Prime Lease agreement and is satisfied with the easement rights Lessor is able to grant to Lessee. Lessor makes no representations regarding rights to access the Site.

2. Improvements and Purpose.

(a) Use. Lessee shall be permitted to use the Tower to install, operate, and maintain thereon common carrier radio base station equipment, including system networking, station control and performance monitoring functions, and for no other use or purpose. Lessee's installation of Lessee's Equipment on the Tower shall be limited to the antennas and other equipment and frequencies agreed upon in advance by Lessor. Lessee's equipment shall at all times comply with and conform to all laws and regulations applicable thereto and shall be subject to Lessor's review and approval which shall not be unreasonably withheld, conditioned or delayed, regarding Lessee's placement of equipment, method of installation, and all other matters which Lessor deems, in Lessor's reasonable opinion, to affect Lessor's own operations or interests.

(b) Plans and Specifications. Lessee, at the Lessee's expense and prior to commencing the installation of Lessee's Equipment, shall submit to Lessor the following: (i) detailed site plans and specifications setting forth the proposed antennas and other equipment, the height and location of such equipment, and the construction, installation, and other work to be performed on the Tower, (ii) a structural analysis of the Tower addressing the installation of additional antennas and other equipment on the Tower by the Lessee and demonstrating that the installation of such equipment shall not exceed the load capacity of the Tower, and (iii) a list of all known frequencies leased or assigned to Lessee by the Federal Communications Commission (the "FCC") to be used at the leased Site. Lessee shall not install any equipment or commence any work on the Tower until Lessor approves, in writing, Lessee's site plan, plans and specifications, structural analysis and frequencies, such approval to be given in Lessor's reasonable/sole and absolute discretion. If Lessor does not approve Lessee's site plan, plans and specifications, structural analysis or frequencies, Lessee may not install or construct Lessee's Equipment on the Tower.

(c) Limited Use of Tower. Lessee's installation of Lessee's Equipment on the Tower and shall be limited to the portion of the Tower structure for which Lessee has been granted a lease, and Lessee shall not have the right to use Lessor's Equipment or other portions of the Tower or the Site.

(d) Time of Installation. Lessee's installation of Lessee's Equipment on the tower and shall be performed on dates and at times and within time frames approved by Lessor in writing and shall not interrupt or interfere with the operation of Lessor's communications system or Lessor's Equipment unless Lessor agrees to such interruption or interference in writing.

(e) Compliance with Laws. Lessee's installation of Lessee's Equipment shall be in compliance with all present and future laws, regulations, and requirements of all federal, state or local authorities, and Lessee shall deliver to Lessor, prior to installing Lessee's Equipment on the Tower or structurally enhancing the Tower, all certificates, permits, leases and other approvals required by any federal, state or local authority to install Lessee's Equipment or structurally enhance the Tower.

3. Duration. The initial term of this Lease Agreement shall be five (5) years, commencing on the earlier of (i) the first day of the month after the date on which Lessor issues a Notice to Proceed with Lessee's installation or (ii) July 1, 2025 (the "Commencement Date") and expiring on the fifth (5th) anniversary of the Commencement Date. Thereafter, provided that it has faithfully performed its obligations under this Lease Agreement, Lessee shall have the option to extend its occupation of the Leased Space, continuing all the same conditions and provisions hereof, for five (5) additional terms of five (5) years each. This Lease Agreement shall automatically renew unless Lessee shall notify Lessor, in writing, of Lessee's intention not to renew this Lease Agreement, at least one hundred twenty (120) days prior to the expiration of the initial term, or as applicable, any additional term.

4. Lease Fee. Lessee shall pay to Lessor as a Lease Fee pursuant to this Lease Agreement in the basic amount of Three Hundred Fifty Dollars (\$350.00) per month which amount shall be due on the first (1st) day of each calendar month. Payments not received by the tenth (10<sup>th</sup>) day of the month when due shall be subject to the imposition of a late payment charge at the rate of five percent (5%) per month until paid. Annually, on the anniversary of the Commencement Date and every year thereafter for the duration of this Lease Agreement, the amount of the monthly Lease Fee which Lessee shall pay to Lessor shall be increased by an amount equal to three percent (3%) of the Lease Fee in effect during the previous year. Until further notice, checks should be made payable to Kenosha Cellular Telephone L.P and mailed to P.O. Box 958814, St. Louis, Missouri, 63195. Lessor's FEIN is USCC Entity FEIN.

Commented [JC1]: Will provide once ready for execution

5. Utilities. Lessee shall solely and independently be responsible for the separate metering, billing, and payment of utility services consumed by Lessee's operations. Lessor agrees to grant Lessee or its designated utility provider easements reasonably required for the delivery of electricity and telephone services to Lessee's operations.

6. Mechanic's Liens. Lessee shall keep the Tower and the Site free and clear of all mechanic's and materialmen's liens arising from or relating to the installation, repair, maintenance, or removal of the Lessee's Equipment on or from the Tower or the Site and Lessee's structural enhancement of the Tower, if any, and for a one hundred twenty (120) day period after completion of the installation, repair, maintenance, or removal of the Lessee's Equipment on or from the Tower or the Site or any structural enhancements to the Tower. If a mechanic's or materialmen's lien is filed against the Tower or the Site as a result of Lessee's installation, repair, maintenance, or removal of the Lessee's Equipment on or from the Tower or the Site or structural enhancement of the Tower, Lessee shall cause any such lien to be bonded or discharged of record within twenty (20) days of being notified of the lien. If Lessee fails to bond or discharge the lien within such twenty (20) day period, Lessor, in addition to any other rights or remedies available at law or equity, shall have the right to discharge the lien by paying the amount claimed to be due or to bond the lien. Any amount paid by Lessor in discharging or bonding any lien together with all costs and

expenses, including, without limitation, attorney's fees and costs, shall be immediately due and payable by Lessee upon demand from Lessor and Lessee agrees to indemnify and hold Lessor harmless from all such amounts.

7. Taxes. Lessor shall be responsible for payment of all personal and real property taxes assessed directly upon and arising solely from the Tower and Lessor's Equipment or use of Lessor's communications system on the Site; provided, however, if Lessor's personal or real property taxes increase as a result of Lessee's Equipment or any improvements constructed by Lessee on the Site, Lessee shall be responsible for payment of the increase in Lessor's personal and real property taxes. Lessee shall be responsible for payment of all personal property and any other taxes assessed directly upon and arising from Lessee's Equipment or the Lessee's use of Lessee's Equipment on or about Tower or the Site.

8. Maintenance and Repairs.

(a) Tower and Lessor's Equipment. Lessor shall be responsible for proper maintenance of the Tower, and Lessor covenants to keep the Tower in good condition and repair, and in compliance with rules and regulations enforceable by the Federal Communications Commission, the Federal Aviation Administration, and other governmental authorities, provided, however, in the event Lessee's Equipment cause increased maintenance, repairs, or replacements to the Tower, Lessee shall pay the cost of the increased maintenance, repairs and replacements to Lessor within thirty (30) days of receipt of written notice and copy of an itemized invoice from Lessor. Lessee shall be responsible for the proper maintenance of Lessee's Equipment.

(b) Lessee's Equipment. Lessee, at Lessee's expense, shall maintain, repair and replace Lessee's Equipment during the term or any renewal terms of this Lease Agreement provided that any alterations, modifications, repairs or replacements to Lessee's Equipment do not increase the number of antennas, cables or other equipment in the Licensed Space, or increase the size or weight thereof, or materially alter the location thereof without prior written approval from Lessor. In order to protect the integrity of the Tower, Lessee agrees that any maintenance, repair and/or replacement performed on the Lessee's Equipment on the Tower shall be done in a workmanlike manner and all work shall be performed in a manner consistent with Lessor's high-quality construction standards. Further, any maintenance, repair or replacement work performed on the Lessee's Equipment shall not interrupt or interfere with the operation of Lessor's communications system or Lessor's Equipment unless Lessor agrees to such interruption or interference in writing. Prior to the commencement of any maintenance, repair or replacement work on the Lessee's Equipment, Lessee shall submit detailed plans and specifications of the maintenance, repair and replacement work to be performed to Lessor for Lessor's written approval to Network Operations Center at (800) 510-6091; email: NOCCM@uscellular.com. Lessor shall have the right to approve the plans, specifications and any contractor(s) performing work on Lessee's behalf prior to the commencement of any maintenance, repair or replacement work on the Lessee's Equipment, such approval not to be unreasonably withheld, conditioned or delayed. Unreasonably withheld, conditioned or delayed shall not include, and may not be limited to, any requirement by Lessor to complete a tower mapping,

structural analysis or any other similar study and the recommended modifications to the tower based on those studies. Lessee shall have twenty-four (24) hour access seven days per week for routine maintenance of bay station equipment. Lessee shall provide Lessor with at least forty-eight (48) hours' notice prior to any maintenance, repair or replacement that requires access to the Tower unless an emergency exists, in which case notice shall be provided to Lessor at least twenty-four (24) hours after access to the Tower has occurred. Lessor shall have the right to have a representative present during any maintenance, repair or replacement on the Lessee's Equipment that requires access to the Tower or the Site.

9. Access. Lessee shall at all times have unrestricted access to Lessee's equipment; provided, however, that its access to the Tower shall be limited to the installation, removal, and periodic maintenance of Lessee's antennas and lines at Lessee's sole expense by a qualified tower services contractor approved in advance by Lessor, which approval shall not be unreasonably withheld, conditioned or delayed.

10. Interference. Lessee agrees not to allow any use of Lessee's Equipment, the Tower, or the Site that may cause interference with or cause the improper operation of the Tower, Lessor's related equipment, Lessor's communications signal or system, or any third party's equipment or communications system located on the Tower prior to Lessee's use of the Tower. In the event Lessee's Equipment or Lessee's use of the Tower or the Site causes measurable interference with or the improper operation of the Tower, Lessor's related equipment or communications system or any third party's equipment or communications system located on the Tower prior to Lessee's use of the Tower, Lessee, upon notification of such interference, agrees to promptly remedy such interference at Lessee's cost and, if necessary, agrees to cease operations (other than tests) until such interference is corrected to Lessor's sole satisfaction. Lessor agrees not to allow any subsequent third party's use of equipment, the Tower, or the Site that may cause interference with or cause the improper operation of the Tower, the Lessee's related equipment, or the Lessee's communications signal or system. In the event any subsequent third party causes measurable interference with or the improper operation of the Tower, Lessee's related equipment or communications system, Lessor, upon notification of such interference, agrees to promptly remedy such interference to Lessee's sole satisfaction, at Lessor's cost.

11. Interruptions. Lessor and Lessee agree that Lessor shall have no responsibility or liability whatsoever for interruptions, disruptions, or failures in the Lessee's Equipment or the operation of the Lessee's Equipment including, without limitation, equipment failures, utility failures, structural failures, or otherwise. Lessor shall not give any unauthorized access to Lessee's Equipment; however, Lessor shall not be responsible to Lessee for any unauthorized access thereto. In all maintenance, repair, or replacement work performed by Lessor on Lessor's Equipment or the Tower, Lessor shall take all reasonable steps to not interrupt or interfere with the operation of Lessee's communications system or equipment without Lessee's written agreement.

12. Compliance with Laws. Lessee shall comply with all present and future laws, regulations, and requirements of all federal, state, and local governments and their agencies as they relate to the use, operation, maintenance, repair, replacement, and occupancy of the Tower, the Site, and the Lessee's Equipment, as the case may be. Without limiting the foregoing, the Lessee

shall at all times use, operate, maintain, repair, replace, and occupy the Tower, and the Site, and the Lessee's Equipment, as the case may be, in accordance with all FCC, FAA, and all other regulations, ordinances or laws.

13. Compliance with FCC Radio Frequency Emissions Requirements.

(a) It shall be the responsibility of the Lessee to ensure that Lessee's use, installation, or modification of Lessee's radios, signal carriage devices and antennas (Lessee's Equipment") at the Site does not cause radio frequency exposure levels of all the existing equipment located at the Site and in the surrounding vicinity including the Lessee's Equipment, Lessor's equipment and all other transmitting equipment in the vicinity to exceed those levels permitted by the Federal Communications Commission ("FCC"). Lessor shall require other communications users of the Site to bear the same responsibility.

(b) If it is determined that the radio frequency levels at the Site and surrounding vicinity exceed exposure levels set by the FCC and the responsible party causing such exposure cannot be identified, then Lessee shall reconfigure Lessee's Equipment, including but not limited to reducing power levels, as reasonably directed by Lessor, and shall equitably share in all expenses incurred by Lessor as are necessary in order to meet FCC compliance levels.

(c) Lessee shall reimburse Lessor, within 30 days following receipt of an invoice from Lessor, for reasonable expenses or costs incurred by Lessor to perform FCC RF compliance tests for human exposure to RF radiation as a result of the installation, existence or subsequent modification of Lessee's Equipment at the Site.

(d) Lessee agrees that in the event that there is any change to applicable rules, regulations, and procedures governing exposure to radio frequency radiation which place the Site in non-compliance, Lessee will cooperate with Lessor and other users of the Site to bring the Site into compliance, which cooperation shall include, but not be limited to, sharing pro rata the costs associated with bringing the Site into compliance.

(e) Lessee acknowledges and agrees that, upon reasonable prior notice (except for emergency situations), Lessee shall reduce operating power or cease operation of Lessee's Equipment when it is necessary to prevent the overexposure of workers on the Tower to RF radiation.

14. Mutual Indemnification. Each party shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the other party, against all claims, losses, costs, expenses, damages, and liabilities arising from: (i) the negligence, willful misconduct or strict liability of such party, or its agents, employees, or contractors; or (ii) any material breach by such party of any provision of this Lease Agreement. Neither party shall be responsible or liable to the other for any claim, loss, cost, expense, damage or liability arising from any claim to the extent attributable to any acts or omissions of the other party or to other third parties at the Tower or Site.

15. Insurance. Lessee shall have adequate insurance at all times at Lessee's expense which coverages shall include but are not limited to the following: Commercial Workers' Compensation Insurance as required by law, Commercial General Liability Insurance with a minimum combined single limit of Five Million Dollars (\$5,000,000) covering personal injury and property damage, completed operations, independent Lessees and contractual liability (which may be provided in any combination of primary and excess coverage); Employer's Liability Insurance with a minimum combined single limit of One Million Dollars (\$1,000,000); and Commercial Automobile Liability Insurance for any motor vehicle, covering bodily injury and property damage with a minimum combined single limit of One Million Dollars (\$1,000,000). The foregoing insurance shall be issued on an occurrence basis, shall be primary with respect to any liability assumed by Lessee hereunder, shall specifically name Lessor as an additional insured, and include a waiver of subrogation in favor of Lessor. Lessee shall provide Lessor with certificates of insurance evidencing the required coverage and shall give Lessor thirty (30) days written notice if the coverage represented in these certificates is reduced or canceled.

Notwithstanding the foregoing, neither Lessee nor any employee, contractor, subcontractor or agent of Lessee shall allow any person to enter upon or climb on the Tower without inclusion of such person under its insurance policy coverage as required hereunder or without ensuring that such person is adequately insured and using appropriate preventive fall protection.

16. Opportunity to Cure Defaults. If Lessee fails to comply with any provision of this Lease Agreement which Lessor claims to be a default hereof, Lessor shall serve written notice upon Lessee specifying the default, whereupon a grace period of thirty (30) days shall commence to run during which Lessee shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional thirty (30) days, provided Lessee makes a good faith showing that efforts toward a cure are continuing.

17. Transfer of Lessee's Interest. Lessee's interest under this Lease Agreement shall be assignable by Lessee, without the necessity of obtaining Lessor's consent, in connection with the transfer to the named holder of a FCC lease or to an affiliate, subsidiary or partner of Lessee, provided, however, no such assignment shall relieve Lessee of any obligation under this Lease Agreement and Lessee and any assignee shall be jointly and severally liable under this Lease Agreement. Any other assignment of this Lease Agreement by Lessee shall require Lessor's prior written consent.

18. Multiple Users. Lessee shall not sublet or otherwise subdivide the Leased Space or any portion thereof or permit the Leased Space to be occupied by multiple simultaneous users claiming through or under Lessee.

19. Removal of Lessee's Property. Lessee's Equipment are agreed to be Lessee's personal property, and Lessee shall at all times be authorized to create security interests in said property specifically itemized, and to remove said property from the Leased Space free from any lien of Lessor. Upon the expiration or earlier termination of this Lease Agreement, Lessee (i) shall remove Lessee's Equipment in a good, efficient, and workmanlike manner and in compliance with all applicable legal requirements, (ii) shall repair any damage caused to the Tower and the Site caused by such removal, (iii) shall not interrupt or interfere with the operation of Lessor's

communications system or Lessor's Equipment in removing Lessee's Equipment, and (iv) shall surrender the Tower and the Site in good condition, ordinary wear and tear excepted. In the event Lessee fails to remove any of Lessee's Equipment from the Tower or the Site within thirty (30) days of the expiration or earlier termination of this Lease Agreement, Lessee shall be deemed to have abandoned Lessee's Equipment and Lessor shall be free to remove and dispose of Lessee's Equipment in any manner determined by Lessor, in Lessor's sole and absolute discretion, and without any liability to Lessee therefor. If Lessee is deemed to have abandoned Lessee's Equipment to Lessor, pursuant to the preceding sentence, Lessee shall reimburse Lessor within five (5) days of Lessee's receipt of an invoice from Lessor, for all costs incurred by Lessor in removing and disposing of Lessee's Equipment, such obligation to reimburse Lessor to survive the termination of this Lease Agreement. Notwithstanding the foregoing, Lessee shall not have the right to, and may not, remove any structural enhancements to the Tower, such structural enhancements becoming the property of Lessor upon the expiration or earlier termination of this Lease Agreement.

20. Default.

(a) Event of Default. The occurrence of one (1) or more of the following events shall constitute an "Event of Default" hereunder:

(i) Monetary Default. The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof is received by Lessee from Lessor.

(ii) Other Default. The failure by a party to observe or perform any of the covenants or provisions of this Lease Agreement to be observed or performed by such party, where such failure shall continue for a period of fifteen (15) days after written notice thereof is received from the other party; provided, however that it shall not be deemed an Event of Default by a party if the other party commences to cure such failure within such fifteen (15) day period and thereafter diligently prosecutes such cure to completion.

(b) Termination. If there occurs an Event of Default by Lessee, in addition to any other remedies available to Lessor at law or in equity, Lessor shall have the right to terminate this Lease Agreement and all rights of Lessee hereunder. If there occurs an Event of Default by Lessor or if any permit or any approval of any federal, state or local government entity is cancelled, expires, terminated or withdrawn, or in addition to any other remedies available to Lessee at law or in equity, Lessee shall have the right to terminate this Lease Agreement without further obligation under this Lease Agreement other than the removal of Lessee's Equipment.

(c) Lessor's Right to Terminate. Lessor shall have the right to cancel and terminate this Lease Agreement without penalty upon one hundred eighty (180) day written notice to Lessee and provided that Lessor gives Lessee the opportunity to purchase the permanent improvements and assume Lessor's obligations at the Site. THIS 180-DAY

TERMINATION PROVISION ONLY APPLIES IF THE LESSOR, ITS SUCCESSORS OR ASSIGNS ELECTS TO ABANDON THE SITE OR OTHERWISE DISCONTINUE DOING BUSINESS AT THIS LOCATION. THIS PROVISION DOES NOT APPLY TO NORMAL SALE OF THE FACILITY OR BUSINESS, TRANSFER OF OWNERSHIP, OR OTHER TRANSACTIONS THAT ARE NOT INTENDED TO TERMINATE USE OF THE SITE.

21. Destruction. If the Tower is totally or substantially destroyed, Lessor, in Lessor's sole and absolute discretion, may terminate this Lease Agreement or may rebuild the Tower at Lessor's expense. If Lessor elects to terminate this Lease Agreement, Lessor shall reimburse Lessee the pro rata share of the annual rent that has been paid in advance hereunder and all rights and obligations of Lessor and Lessee arising after the termination date shall terminate. If Lessor elects to rebuild the Tower, Lessee shall not be required to pay rent while the Tower is being rebuilt unless Lessor provides Lessee with alternative space.

22. Condemnation.

(a) Permanent and Entire Condemnation. In the event the Tower and the Site are permanently and entirely taken or condemned for public purposes or sold to a condemning authority under threat of condemnation, this Lease Agreement shall terminate on the date of condemnation or sale. Upon termination of this Lease Agreement, Lessor shall reimburse Lessee the pro rata share of the annual rent that has been paid in advance hereunder and all rights and obligations of Lessor and Lessee arising after the termination date shall terminate.

(b) Temporary or Partial Condemnation. In the event the Tower and the Site are temporarily taken or condemned in their entirety or in the event a portion of the Tower or the Site is temporarily or permanently taken or condemned, Lessor shall have the right to terminate this Lease Agreement by giving Lessee written notice thereof or to provide alternative space to Lessee, such alternative space to be acceptable to Lessee in Lessee's sole and absolute discretion. If the alternative space is unacceptable to Lessee, Lessee shall give Lessor written notice thereof and, upon Lessor's receipt of such written notice, this Lease Agreement shall terminate. If either Lessor or Lessee elects to terminate this Lease Agreement, Lessor shall reimburse Lessee the pro rata share of the annual rent that has been paid in advance hereunder and all rights and obligations of Lessor and Lessee arising after the termination date shall terminate, except for the parties' obligations concerning termination.

(c) Condemnation Award. Lessor shall receive the entire condemnation award for the Tower, Lessor's Equipment and the leasehold interest in the Site and Lessee hereby assigns to Lessor any and all right, title and interest of Lessee in and to such award. Lessee shall have the right to recover from such authority, but not from Lessor, any compensation awarded to Lessee on account of Lessee's Equipment, Lessee's moving and relocation expenses, and Lessee's lease interest.

23. Quiet Enjoyment. Lessor covenants that Lessee shall have quiet enjoyment of the Leased Space throughout the duration of the Lease Agreement, as the same may be renewed and extended, and that Lessor will not intentionally disturb Lessee's occupation thereof as long as Lessee is not in default under this Lease Agreement.

24. Attorney's Fees. In any action at law or in equity, the substantially prevailing party shall be entitled to recover the reasonable costs and expenses of its successful case, including reasonable attorney's fees and costs of appeal from the non-prevailing party.

25. Binding Effect. All of the covenants, conditions, and provisions of this Lease Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

26. Entire Agreement. This Lease Agreement constitutes the entire contract between the parties and supersedes any prior understanding or oral or written agreements between them respecting the within subject matter.

27. Modifications. This Lease Agreement may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

28. Severability. If any term of this Lease Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease Agreement, which shall continue in full force and effect. The parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

29. Authority. The persons who have executed this Lease Agreement represent and warrant that they are duly authorized to execute this Lease Agreement in their individual or representative capacity as indicated.

30. Environmental.

(a) Definitions: For purpose of this Lease, the Term "Hazardous Substances" shall be defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sections 9601 et seq., and any regulations promulgated pursuant thereto, and as used to define, "Hazardous Wastes" in the Resource Conservation and Recovery Act 42 U.S.C. Sections 6901 et seq., and any regulations promulgated thereto. For purposes of this Lease, the term "Environmental Laws" shall mean any and all local, state and Federal statutes, regulations or ordinances pertaining to the environmental or natural resources.

(b) Duty of Lessee: Lessee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorney's fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the Leased Space

if caused solely by Lessee or persons acting under the direction and control of Lessee. Lessee shall execute such affidavits, representations and the like from, time to time as Lessor may reasonably request concerning Lessee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Leased Space.

(c) Lessor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Lessor shall indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitations, any and all sums paid for settlement of claims, attorney's fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the property unless caused solely by Lessee or person acting under the direction and control of Lessee. Lessor shall execute such affidavits, representations and the like from time to time as Lessee may reasonably request concerning Lessor's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Property.

(d) Effect of Mutual Indemnification: The indemnifications contained in this Section specifically include costs incurred in connection with any investigation of site conditions by either party or third parties or any cleanup remedial, removal or restoration work required by any governmental authority. Notwithstanding any other provisions in this Lease Agreement, the provisions of this Section will survive the expiration or termination of this Lease Agreement and either party shall have the right to summarily terminate this Lease Agreement, without giving notice required under this Lease Agreement, in the event of default of the other under this Section.

31. Relationship of Lease Agreement to the Prime Lease. The parties acknowledge that Lessor's interest in and right to use and occupy the Site are derived from and governed by the provisions of the Prime Lease. Lessee understands and agrees that this Lease Agreement is subject to and subordinate to the provisions of the Prime Lease. Lessor and Lessee acknowledge and agree that in the event Lessor's rights to occupy and use the Site are terminated as a result of the termination or expiration of the Prime Lease, this Lease Agreement shall terminate upon the effective termination date of said Prime Lease. In the event of any conflict in or between the terms and conditions of this Lease Agreement and the Prime Lease, the parties agree that the terms, provisions and conditions of the Prime Lease shall control. Lessor and Lessee each covenant to comply with the terms and provisions of said Prime Lease and to take such steps as shall be necessary to prevent its actions or those of its employees, agents or contractors from resulting in a breach of said Prime Lease.

32. Applicable Law. This Lease Agreement shall be construed, performed and enforced in accordance with the laws of the State in which the Leased Space is located.

33. Notices. Any notice, request or demand required or permitted to be given pursuant to this Lease Agreement shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class

mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with Federal Express (or a comparable overnight delivery service), or on the day that is two (2) days after deposit in the United States mail, as the case may be.

LESSOR: Kenosha Cellular Telephone L.P  
Attention: Real Estate Lease Administration  
8410 West Bryn Mawr Avenue  
Chicago, Illinois 60631  
Site: 777340/Hwy 32 & E

LESSEE: Lessee Legal Entity  
Lessee Mailing Address  
Lessee City, State Zip

Commented [JC2]: Lessee - please provide notice information

34. Waiver of Compliance. Any failure of the Lessee to comply with any obligation, covenant, agreement or condition herein may be expressly waived by Lessor, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

35. Survival. The representations, warranties, and indemnifications contained herein shall survive the termination or expiration of this Lease Agreement.

36. Other. The submission of this Lease Agreement for examination and negotiation does not constitute an offer to lease space, or a reservation or option, and this Lease Agreement shall become effective and binding only upon the execution and delivery hereof by both the Lessor and Lessee.

**Signature Page**

IN WITNESS WHEREOF, the parties hereto bind themselves to this Tower Space Lease Agreement as of the day and year first above written

**LESSEE:**

Town of Somers

**LESSOR:**

Kenosha Cellular Telephone L.P  
By: United States Cellular Operating  
Company LLC  
Its: General Partner

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

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

Title: Vice President

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

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

DRAFT

**Exhibit A**

**Exhibit B**

**Legal Description**

**LEASE PARCEL**

Part of Lot One (1) of Certified Survey Map No. 212 of Kenosha County Records and part of the South Half (S1/2) of the Southeast Quarter (SE1/4) of Section Seven (7), Township Two (2) North, Range Twenty-Three (23) East, Town of Somers, Kenosha County, Wisconsin containing 1,976 square feet (0.045 acres) of land and being described by:

Commencing at the Southwest Corner of Lot 1 of said Certified Survey Map 212; thence N16°-46'-21"E 243.23 feet along the Westerly line of said Certified Survey Map; thence S73°-13'-39"E 14.91 feet to the point of beginning; thence East 52.00 feet; thence South 38.00 feet; thence West 52.00 feet; thence North 38.00 feet to the point of beginning; being subject to any and all easements and restrictions of record.

**20 FOOT WIDE INGRESS/EGRESS EASEMENT**

Part of Lot One (1) of Certified Survey Map No. 212 of Kenosha County Records and located in the South Half (S1/2) of the Southeast Quarter (SE1/4) of Section Seven (7), Township Two (2) North, Range Twenty-Three (23) East, Town of Somers, Kenosha County, Wisconsin containing 4,101 square feet (0.094 acres) of land and being Ten (10) feet each side of and parallel to the following described line:

Commencing at the Southwest Corner of Lot 1 of said Certified Survey Map 212; thence N16°-46'-21"E 243.23 feet along the Westerly line of said Certified Survey Map; thence S73°-13'-39"E 14.91 feet; thence East 52.00 feet; thence South 48.00 feet to the point of beginning; thence West 14.94 feet to a point herein after referred to as "Point A"; thence South 179.07 feet to a point on the North line of C.T.H. E.(12<sup>th</sup> Street) and the point of termination. Also, beginning at said "Point A", thence West 11.06 feet to the point of termination. The side lot lines of said easement shall be shortened or lengthened to terminate on the North line of C.T.H. E.(12<sup>th</sup> Street).

**8 FOOT WIDE UTILITY EASEMENT**

Part of Lot One (1) of Certified Survey Map No. 212 of Kenosha County Records and part of the South Half (S1/2) of the Southeast Quarter (SE1/4) of Section Seven (7), Township Two (2) North, Range Twenty-Three (23) East, Town of Somers, Kenosha County, Wisconsin containing 2,371 square feet (0.054 acres) of land and being Four (4) feet each side of and parallel to the following described line:

Commencing at the Southwest Corner of Lot 1 of said Certified Survey Map 212; thence N16°-46'-21"E 243.23 feet along the Westerly line of said Certified Survey Map; thence S73°-13'-39"E 14.91 feet; thence East 52.00 feet; thence North 4.00 feet to the point of beginning; thence West 54.50 feet; thence S19°-29'-43"W 61.98 feet; thence South 163.00 feet; thence S52°-47'-20"E 16.90 feet to a point on the North line of C.T.H. E.(12<sup>th</sup> Street) and the point of termination. The side lot lines of said easement shall be shortened or lengthened to terminate on the North line of C.T.H. E.(12<sup>th</sup> Street).



Tenant/Applicant Information			
Tenant Legal Entity:	Village/Town of Somers	Current Application Date:	3/18/2025
Tenant Region:	WI	Application Request Type:	New Collocation
Tenant Market:	Kenosha MSA		
Tenant Site Number:	777340		
Tenant Site Name:	HWY 32 & E		
<b>Contact Information - Tenant Contact, the person responsible for the site once lease is executed (ie: market manager, developer, real estate)</b>			
Tenant Name:	Village/Town of Somers	Applicant Name:	Josh Sullivan
Tenant Phone #:	262-859-2822	Applicant Phone #:	262-859-2822
Tenant Email:	<a href="mailto:jullivan@somers.wi.gov">jullivan@somers.wi.gov</a>	Applicant Email:	<a href="mailto:jullivan@somers.wi.gov">jullivan@somers.wi.gov</a>
Individuals Position:	Public Works Superintendent	Individuals Position:	Public Works Superintendent

USCC Site Information	
USCC Site Number:	777340
USCC Site Name:	Hwy 32 & E
Site Address - Street:	818 12th Street
City, State:	Somers, WI
Latitude:	42.63958889
Longitude:	-87.82167806
Structure Type:	CE

se ensure that all Equipment Spec Sheets for the proposed equipment are submitted alongside your initial applic

	Installation Type <small>(New, Existing To Remain, Existing To Be Replaced)</small>	Desired or Existing <small>(AGL Feet)</small>	Qty	Antenna Make & Model	Antenna Weigh <small>(lbs)</small>	Antenna Dimensions <small>(Inches)</small>			Antenna Gain <small>(dBi)</small>	Sector BWidth <small>(Deg)</small>	Mechanical <small>(Deg)</small>	Tower <small>(Ft)</small>	Technology <small>(Type)</small>	TX Power <small>(Watts)</small>	Trans. <small>(Coun)</small>	# of Cables	Cable Mfg./Type	Cable Length <small>(Ft)</small>	Cable Diameter	
						Height	Width	Depth												
Sector 1	1	New	65	1	Amphenol WPA-700102-8CF-0-EDIN-X	23	34.6	8	5.3	16.1	240	0	0.33	Low Band	500	1	RFS LCF75	65	0.875	
	2	New	65	1	Amphenol WPA-700102-8CF-0-EDIN-X	23	34.6	8	5.3	16.6	345	0	0.33	Low Band	500	1	RFS LCF75	65	0.875	
	3																			
	4																			
	5																			
	6																			
Sector 2	1																			
	2																			
	3																			
	4																			
	5																			
	6																			
Sector 3	1																			
	2																			
	3																			
	4																			
	5																			
	6																			
Sector 4	1																			
	2																			
	3																			
	4																			
	5																			
	6																			
			<b>Antenna Total</b>	2											<b>Cable Total</b>	2				
TX/RX Frequencies That Will Be Used					TX 901.125 MHz, RX 940.125 MHz															

Page 1

Exhibit B

Microwave Configuration																		
1 2 3 4	Installation Type	Desired or Existing	Qty	MW Make & Model	MW Weight	Antenna Dimensions (Diameter)	MW Gain	3dB BWdth	Mechanical	Tower Stan	Technology Type	TX Power	Trans. Coun	# of Cables	Cable Mfg./Type	Cable Len	Cable Diameter	
	(New, Existing To Remain, Existing To Be Replaced)	(AGL Foot)			(lbs)	(Foot)	(DBI)		(Din)	(Ft)		(Watt)				(Ft)		
1																		
2																		
3																		
4																		

Microwave Radio Equipment										Ice Shield Information			
1 2 3 4	Installation Type	Desired or Existing	Qty	Make & Model	Weight	Dimensions			Equipment Type	Ice Shield Required?			
	(New, Existing To Remain, Existing To Be Replaced)	(AGL Foot)			(lbs)	(Height)	(Width)	(Depth)		No			
1										Type			
2										Mounting Location #1			
3										Mounting Location #2			
4										Mounting Location #3			

TX/RX Frequencies That Will Be Used

Ancillary Equipment									
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	Installation Type	Desired or Existing Centeril	Qty	Make & Model	Weight	Dimensions			Equipment Type
	(New, Existing To Remain, Existing To Be Replaced)	(AGL Foot)			(lbs)	(Height)	(Width)	(Depth)	
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									

Exhibit B (Continued)

Page 2

Ground Space/Shelter Information			
	Length (Feet)	Width (Feet)	Total Lease Sq Ft Area:
Lease Area Dimensions			0 Square Feet
Equipment Pad Dimensions			0 Square Feet
Equipment Enclosure Category:	BTS Cabinet		

Generator Information			
	Length (Feet)	Width (Feet)	Total Lease Sq Ft Area:
Generator Location:			
Generator Ground Space Required			0 Square Feet
Separate Ground Space Required			
Fuel Type:			
Tank Location:			
AC Power:			

Utility Requirements	
Power Requirements:	500 W
Telco/Backhaul Type:	
Telco / Fiber Provider:	

Tower Extension	
Tower Extension Requested	
Tower Extension Length	

Shared Services	
Is shared shelter space needed?	_____
Amount of space needed?	_____
Is shared power needed?	_____
Estimated Monthly Us	_____
Is a shared generator needed?	_____
Is shared transport needed?	_____

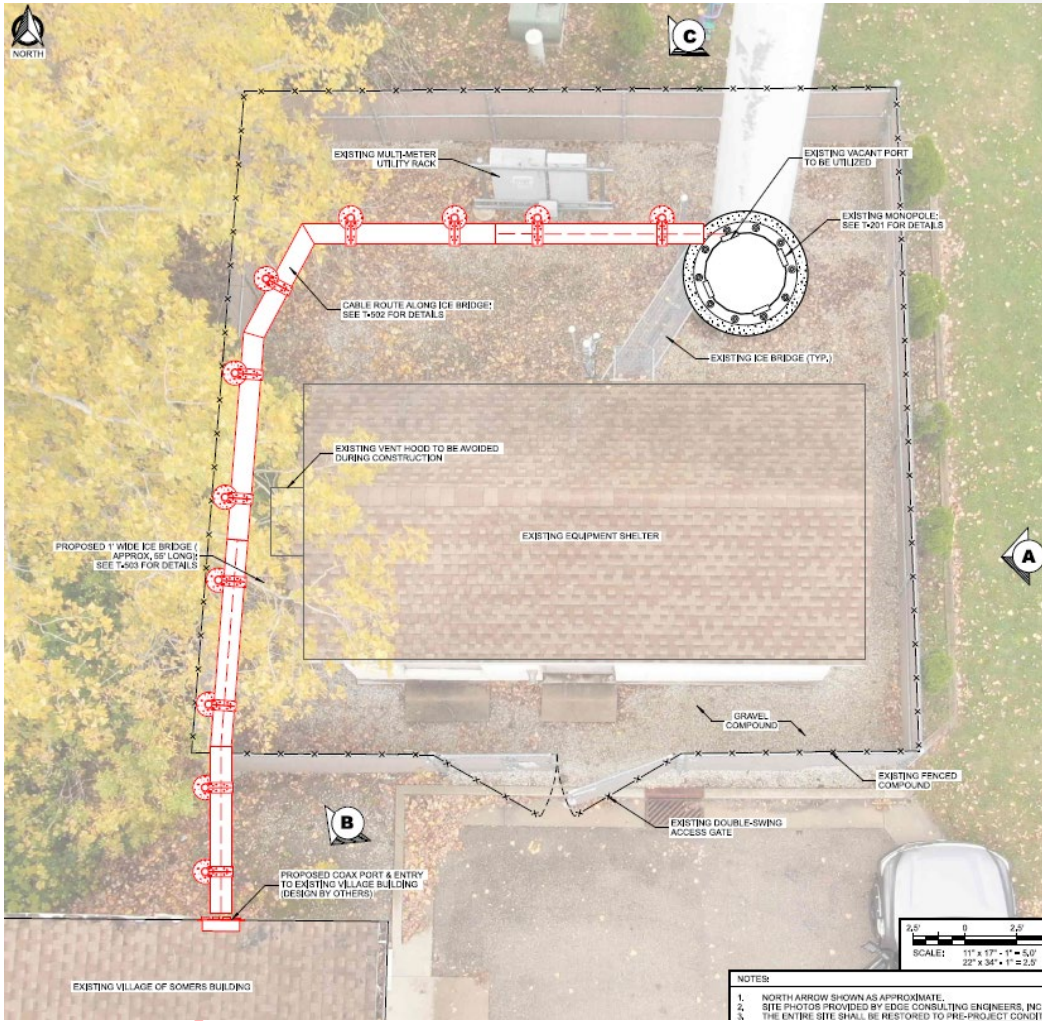
  

Scope of Work Under this Application (REQUIRED) / Other Comments or notes	
Equipment to be REMOVED (Qty/Model):	N/A
Equipment to be INSTALLED (Qty/Model):	2- Amphenol WPA-700102-8CF-0-850 antenna
FINAL TENANT CONFIGURATION ON TOWER (Qty/Model) (to include summary of leased ground space, if applicable):	Equipment is to be mounted at a vertical height of 65 ft, with a 3-Point Mounting and Downtilt Bracket Kit.
Other Notes / Information:	This equipment to be placed is for radio reading for our water meters.

Exhibit B (Continued)

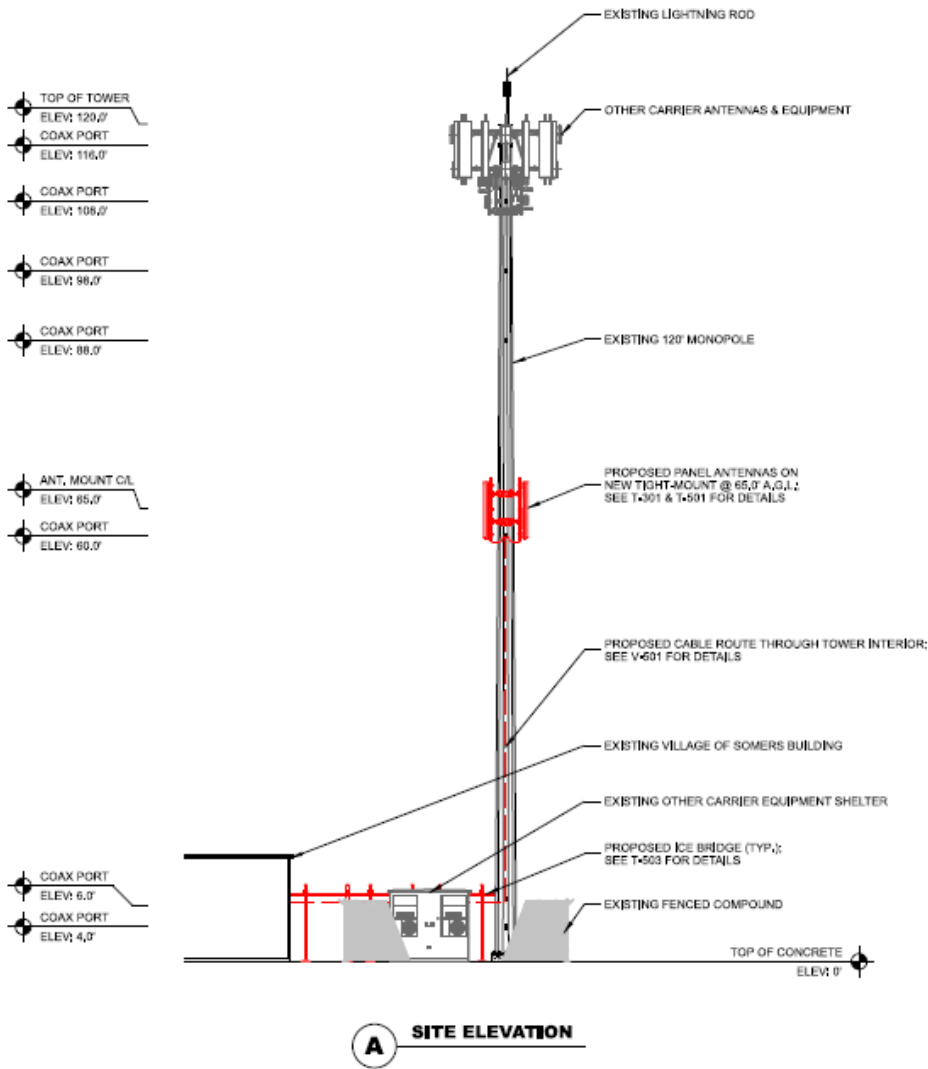
Page 3

### Exhibit C



- NOTES:
1. NORTH ARROW SHOWN AS APPROXIMATE.
  2. SITE PHOTOS PROVIDED BY EDGE CONSULTING ENGINEERS, INC.
  3. THE ENTIRE SITE SHALL BE RESTORED TO PRE-PROJECT CONDITION.

**Exhibit C (Continued)**



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

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**WORK SESSION:** Aug. 5, 2025

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

**FROM:** Josh Fugate, Utilities Manager

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

**AGENDA ITEM:** #12 Discuss Baxter & Woodman's proposal for design engineering and project management related to the sanitary sewer rehabilitation project.

---

**BACKGROUND:**

The **CTH H Corridor, Valley View, Beix, and Country Charms subdivisions** contain aging sanitary sewer infrastructure. To address this, Public Works is coordinating with **Great Lakes TV Seal** to clean, televise, and assess these areas. Preliminary evaluations indicate that **cured-in-place pipe (CIPP) lining** will likely be required to extend the service life of these sewers.

The proposed project includes the **rehabilitation or replacement** of approximately:

- **35,700 linear feet** of sanitary main,
- **390 laterals**, and
- **150 manholes**.

Additionally, the scope includes **cleaning and pressure testing the force main from the Pike Creek lift station**.

**Baxter & Woodman** has proposed providing **project management and design engineering services** for this rehabilitation project, including:

- Coordination meetings with Village staff,
- Development of plans, specifications, project manual, and probable cost opinions,
- Quality control/assurance (QC/QA), and
- Assistance with the bidding process.

The **total project cost** is currently estimated between **\$4,000,000 and \$4,500,000** and will be phased over multiple years. Baxter & Woodman's proposed lump sum for design and management services is **\$84,000**.

**PRIOR ACTION TAKEN:**

Public Works is actively coordinating with **Great Lakes TV Seal** to clean and televise the targeted areas for assessment.

FINANCIAL OR BUDGET CONSIDERATION:

- **Engineering proposal cost:** \$84,000 (lump sum)
- **Funding source:** The Sewer I&I Replacement/Repair Program (CIP).
  - 2025 allocation: **\$250,000**
  - Funds used to date: **\$101,060** (cleaning and televising)
  - Remaining balance: **\$148,940** (sufficient to cover this proposal)

COMMENTS:

Staff recommends that the Village approve **Baxter & Woodman's proposal** for design engineering and project management related to the sanitary sewer rehabilitation project.

Should the board approve, it will be brought up to the Aug. 12 Village Board Meeting.

ATTACHMENTS:

Baxter & Woodman's Sanitary Sewer Rehabilitation Design Engineering Proposal

**VILLAGE OF SOMERS, WISCONSIN  
SANITARY SEWER REHABILITATION  
DESIGN ENGINEERING**

**Engineer's Project No. 2500603.00**

**Project Description:**

The Project includes the rehabilitation or replacement of sanitary sewers, building laterals, and manholes with approximately 35,700 LF of main, 390 laterals, and 150 manholes. The areas are: Valley View Area (Exhibit A), Country Charms Area (Exhibit B), and Parkway Area "Beix" (Exhibit C). The mainline sewers and building laterals are planned for rehabilitation by installing cured-in-place pipe (pipe lining) except those with offset joints will be replaced. The force main in 12<sup>th</sup> Street east of 45<sup>th</sup> Ave. will also be cleaned and pressure tested. The scope includes the possibility of bidding the work over two years depending on funding availability. The Village is contracting separately with Great Lakes TV Seal for televising and possible cleaning.

**Engineering Services:**

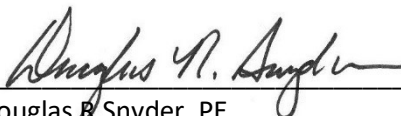
Specific Engineering services are described in the Master Engineering Services Agreement between the Village and Engineers dated January 24, 2017. A detailed scope of services for this Project is listed in Attachment A of this Work Order. Manpower requirements and a fee summary are listed in Attachment B.

**Compensation:**

Compensation for the services will be in accordance with the Master Engineering Services Agreement dated January 24, 2017. The Owner shall pay the Engineer for the services performed or furnished under Attachment A, a lump sum amount of **\$84,000**.

Submitted by: **Baxter & Woodman, Inc.**

Approved by: **Village of Somers, Wisconsin**

By:   
Douglas R Snyder, PE

By: \_\_\_\_\_  
George Stoner

Title: Vice President

Title: President

Date: July 2, 2025

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

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

**Additional Comments and Conditions:** The construction-related engineering services will be under a separate Work Order. Televising inspection review and manhole inspections will be performed by Village staff.

---

## Project Description

The Project includes the rehabilitation or replacement of sanitary sewers, building laterals, and manholes with approximately 35,700 LF of main, 390 laterals, and 150 manholes. The areas are: Valley View Area (Exhibit A), Country Charms Area (Exhibit B), and Parkway Area "Beix" (Exhibit C). The mainline sewers and building laterals are planned for rehabilitation by installing cured-in-place pipe (pipe lining) except those with offset joints will be replaced. The force main in 12<sup>th</sup> Street east of 45<sup>th</sup> Ave. will also be cleaned and pressure tested. The scope includes the possibility of bidding the work over two years depending on funding availability. The Village is contracting separately with Great Lakes TV Seal for televising and possible cleaning.

## Scope of Services

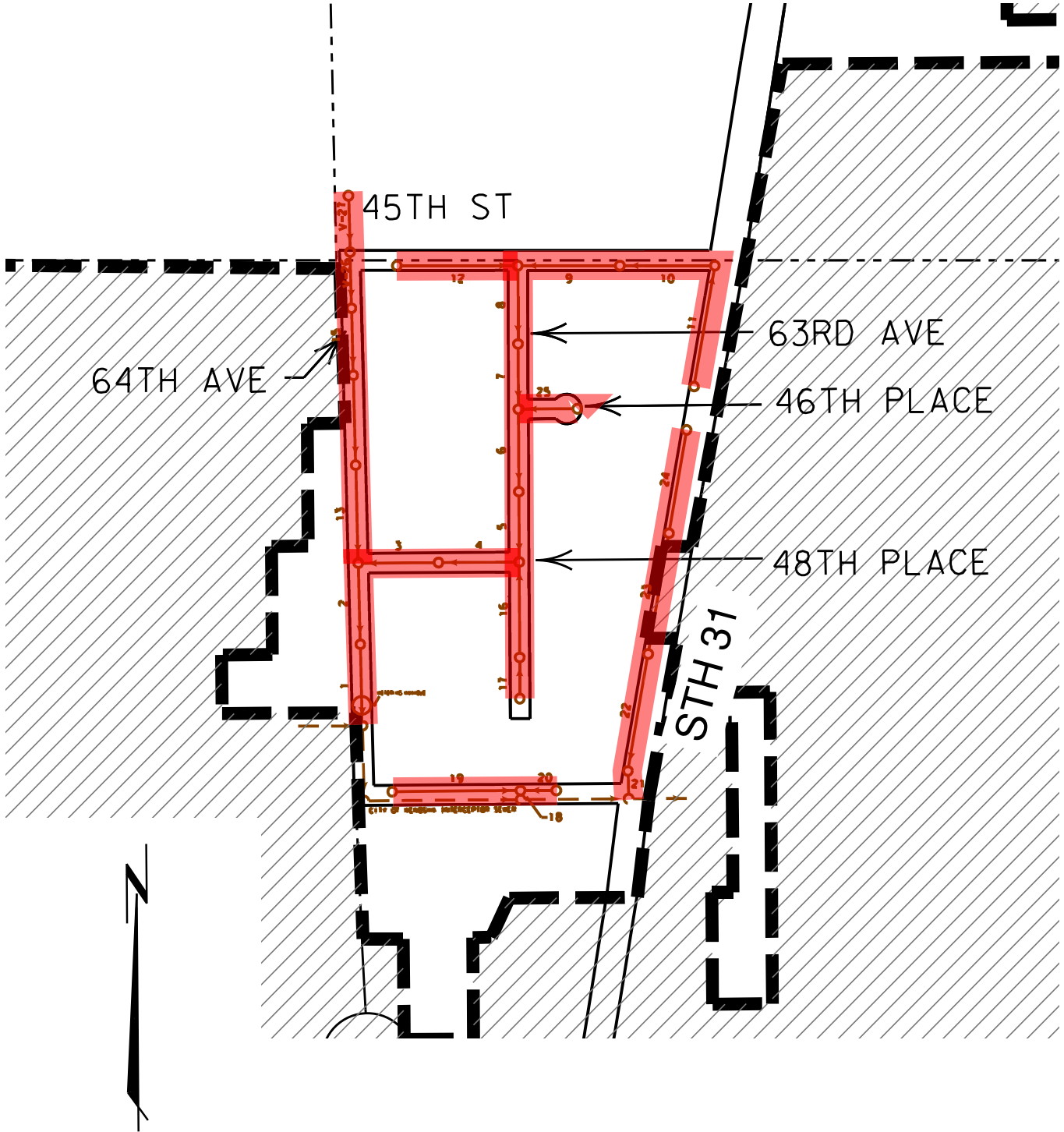
The following scope of services details the anticipated tasks necessary to successfully complete this Project.

1. PROJECT MANAGEMENT – Plan, schedule, and control the activities that must be performed to complete the Project. These activities include, but are not limited to, budget, schedule, and scope. Coordinate with the Village and project team to ensure that the goals of the Project are achieved.
2. MEETINGS WITH VILLAGE STAFF – A project kick-off meeting will be held with Village staff and the Engineering team to establish clear lines of communication and discuss the detailed needs, objectives, and goals for the Project. The meeting will also be utilized to obtain information, plans, atlases, and other data to be supplied by the Village and to discuss the project schedule. Conduct one meeting with Village staff to review the final project documents prior to bidding.
3. PLANS, SPECIFICATIONS, AND OPINION OF PROBABLE COST – Prepare construction contract documents consisting of Drawings and a Project Manual showing the general scope, extent, and character of work to be performed by the Contractor selected by the Village.
4. Assist the Village in contracting with a sewer cleaning and televising company to clean and video the gravity mainline and building lateral system.
5. PROJECT MANUAL – Prepare for review and approval by the Village and its legal counsel the forms of construction contract documents consisting of Notice and Instructions to Bidders, Bid Form, Agreement, Performance-Payment Bond, General Conditions, and Supplementary Conditions, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC). Prepare specifications in conformance with the format of the Construction Specifications Institute.
6. QC/QA – Perform an in-house peer review and constructability review of the pre-final plans, specifications, and Engineers' Estimates of Cost for the Project.

- 
7. OPINION OF PROBABLE COST – Prepare a summary of quantities, schedules, and an Engineers' Opinion of Probable Construction Cost.
  8. ASSIST BIDDING – Set bid dates with the Village, create an Advertisement for Bid, and provide to Village for publication. Provide documents for bidding and assist the Village in solicitation of bids from as many qualified bidders as possible. Attend the bid opening with Village personnel and assist in reviewing and checking bid package submittals as required. Tabulate all bids received and make a recommendation to the Village for Award of Contract. Prepare a draft Engineer's Report for the special assessment associated with building lateral repairs.

P:\SOMEV\2500603-Sanitary Sewer Lateral Televisin\Contract\Work Order 2500603.docx

EXHIBIT A  
VILLAGE OF SOMERS SANITARY SEWER REHABILITATION  
VALLEY VIEW AREA



# EXHIBIT B VILLAGE OF SOMERS SANITARY SEWER REHABILITATION COUNTRY CHARMS AREA

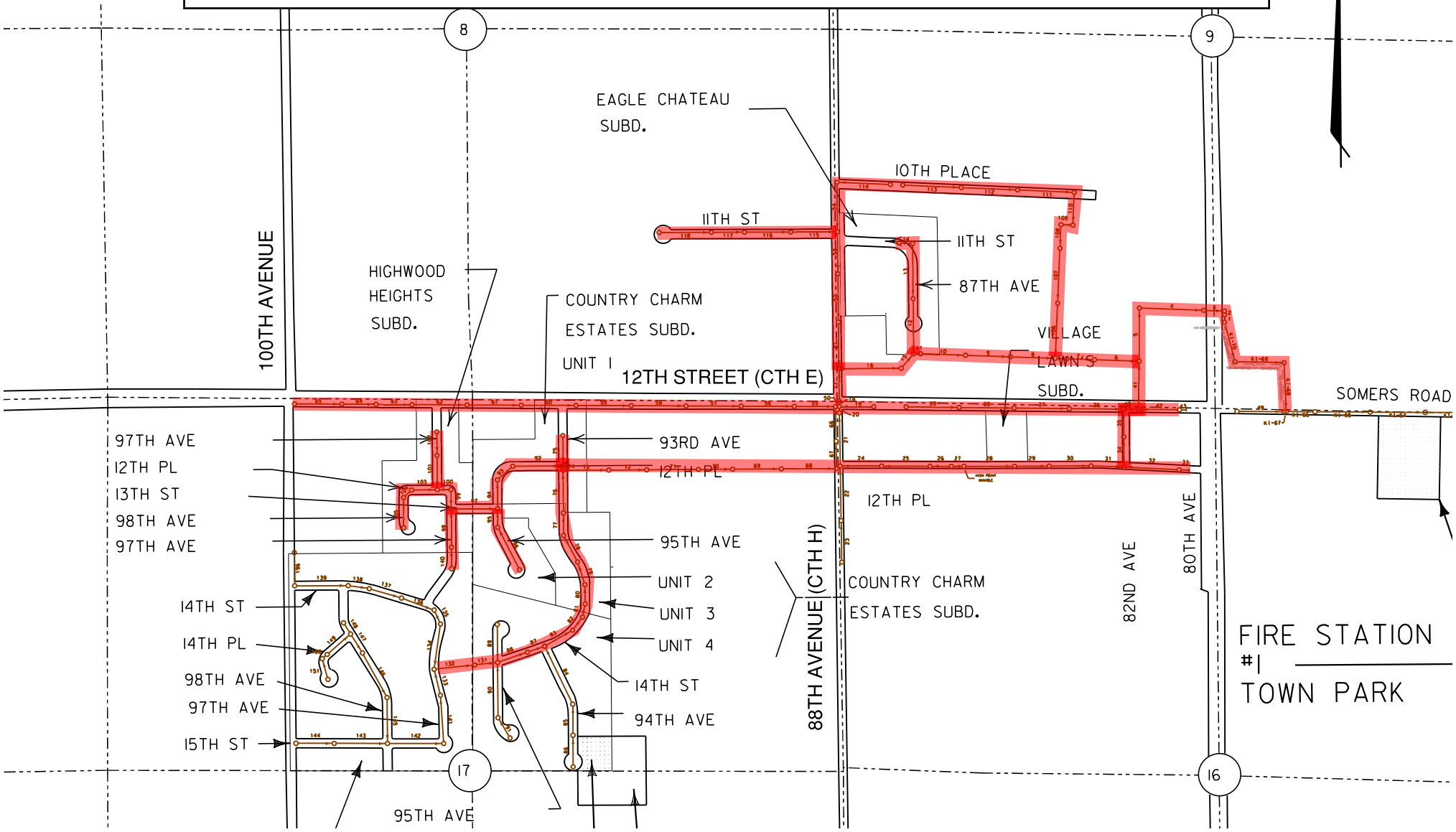
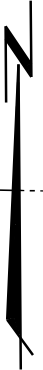
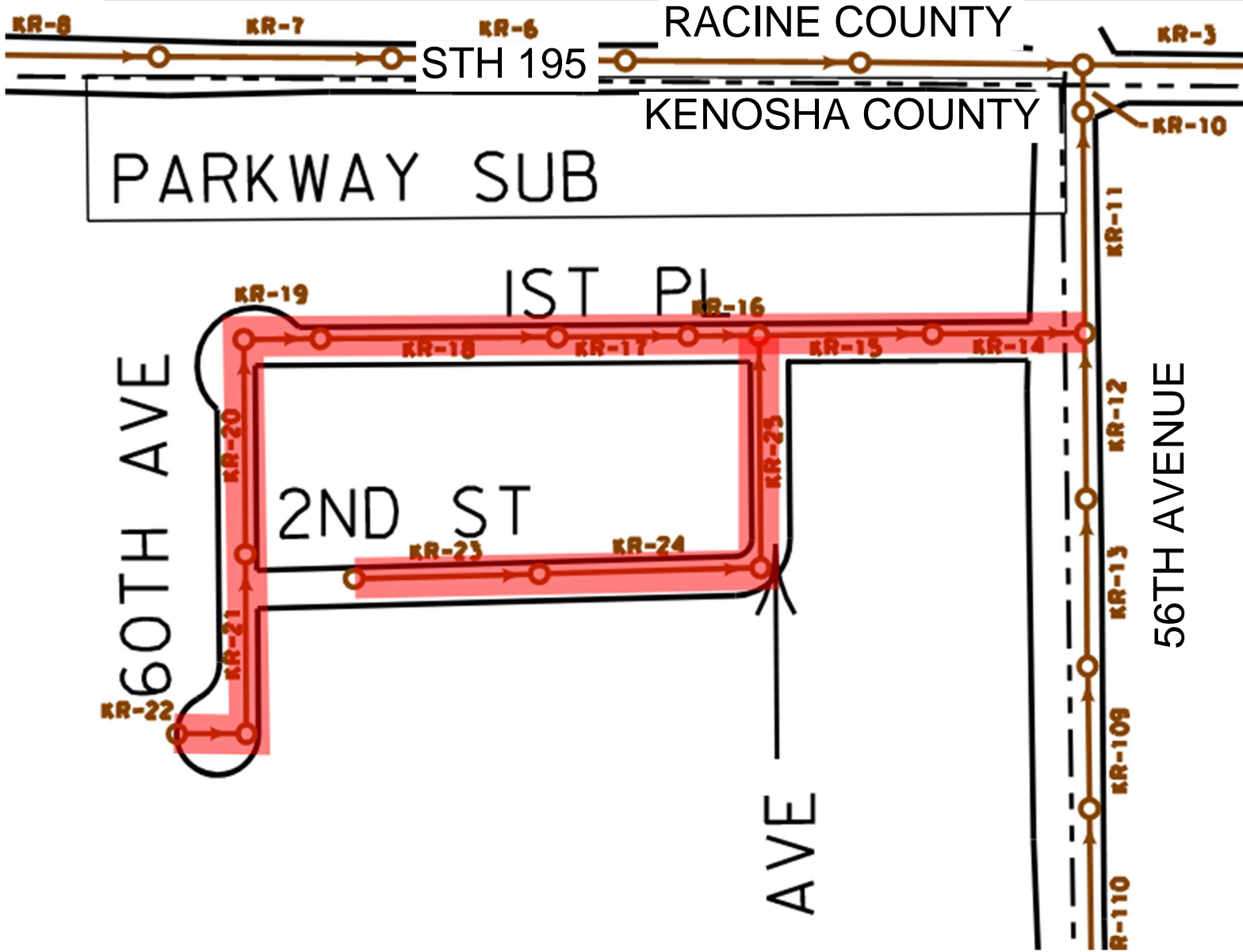


EXHIBIT C  
VILLAGE OF SOMERS SANITARY SEWER REHABILITATION  
PARKWAY AREA (BEIX SUBDIVISION)



**Hours, Budget & Compensation**

**ATTACHMENT B**

<b>Village of Somers</b>					
<b>Plan Number: 2500603.00</b>					
<b>Plan Name: Sanitary Sewer Rehabilitation</b>					
	<b>Task</b>	<b>Planned Hrs</b>	<b>Compensation Fee</b>	<b>Reimb Allowance</b>	<b>Total Compensation</b>
<b>Overall Project Total</b>		<b>488.00</b>	<b>83,800.00</b>	<b>200.00</b>	<b>84,000.00</b>
Investigation / Study		226.00	39,900.00	200.00	40,100.00
Project Management		16.00	3,500.00	0.00	3,500.00
Brett Biwer		16.00			
Meetings with Staff		12.00	2,600.00	100.00	2,700.00
Brett Biwer		12.00			
Site Visits		8.00	1,500.00	100.00	1,600.00
Brett Biwer		4.00			
Dylan Swerig		4.00			
Preliminary Plans		110.00	19,400.00	0.00	19,400.00
Dylan Swerig		80.00			
Brett Biwer		30.00			
CADD for Preliminary Design		60.00	9,300.00	0.00	9,300.00
Ursula Botsch		60.00			
Utility Coordination		8.00	1,400.00	0.00	1,400.00
Brett Biwer		2.00			
Dylan Swerig		6.00			
Engineers Opinion of Probable Cost		12.00	2,200.00	0.00	2,200.00
Brett Biwer		4.00			
Dylan Swerig		8.00			
Final Design		232.00	38,400.00	0.00	38,400.00
Final Plans		164.00	27,400.00	0.00	27,400.00
Ursula Botsch		60.00			
Dylan Swerig		80.00			
Brett Biwer		24.00			
Specifications		48.00	7,200.00	0.00	7,200.00
Julie Crayton		16.00			
Dylan Swerig		24.00			
Brett Biwer		8.00			
Engineer's Opinion of Probable Cost		8.00	1,300.00	0.00	1,300.00
Dylan Swerig		8.00			
Peer and Constructability Reviews		12.00	2,500.00	0.00	2,500.00
Joe Marchese		12.00			
Permitting		12.00	1,900.00	0.00	1,900.00
Kenosha County Highway		4.00	600.00	0.00	600.00
Dylan Swerig		4.00			
WisDOT		8.00	1,300.00	0.00	1,300.00
Dylan Swerig		8.00			
Project Bidding		18.00	3,600.00	0.00	3,600.00
Assistance to Bidders		12.00	2,600.00	0.00	2,600.00
Brett Biwer		12.00			
Attend Bid Opening		2.00	400.00	0.00	400.00
Brett Biwer		2.00			
Tabulate Bids and Letter of Recommendation		4.00	600.00	0.00	600.00
Julie Crayton		2.00			
Brett Biwer		2.00			



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

---

**MEETING DATE:** August 5, 2025

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

**PREPARED BY:** Chris Swartz, Interim Administrator

**AGENDA ITEM:** #13 **Consideration of 12<sup>th</sup> Street Water Main Project Engineering Agreement. This agreement provides engineering services to construct watermain on 12<sup>th</sup> Street east of 100<sup>th</sup> Avenue from 100<sup>th</sup> Avenue to Shoreland High School.**

---

**BACKGROUND:**

Shoreland High School is expanding its facility at 9026 12<sup>th</sup> street. The addition required a fire-suppressing sprinkler system and connection to municipal water. In order to serve Shoreland High School, the water main has to be extended from 100<sup>th</sup> Avenue to the school. The Engineering proposal from Baxter Woodman provides the design for this extension.

**FINANCIAL OR BUDGET CONSIDERATION:**

The proposal is for \$84,000 to be funded by the overall borrowing for this project which will be paid primarily through special assessments to benefiting property owners. Prior to approving the actual project bids the Board will have to consider what borrowing method they want to use. It has been discussed to fund this by borrowing from the sewer fund who does have sufficient reserves for this purpose.

**COMMENTS:**

Staff recommends that the Village approve Baxter & Woodman's proposal for design engineering and project management related to the 12<sup>th</sup> Street municipal water project. Should the board approve, it will be brought up to the Aug. 12 Village Board Meeting.

**ATTACHMENTS:**

Baxter & Woodman's Sanitary Sewer Rehabilitation Design Engineering Proposal

Baxter Woodman's Feasibility Study

**VILLAGE OF SOMERS, WISCONSIN  
12<sup>th</sup> STREET WATER MAIN  
DESIGN ENGINEERING**

**Engineer's Project No. 2500618.00**

**Project Description:**

Construct water main on 12<sup>th</sup> Street east of 100<sup>th</sup> Avenue in accordance with the Feasibility Study – 12<sup>th</sup> Street Water Main dated July 8, 2025. The scope will depend on the project segment selected. The base segment is from 100<sup>th</sup> Avenue to Shoreland High School; the optional segment is from Shoreland High School to the west boundary of the Post Office and includes a water transfer station on Village property. If the optional segment is selected, the project will be bid giving the Village an option to award only the base segment or both segments.

**Engineering Services:**

Specific Engineering services are described in the Master Engineering Services Agreement between the Village and Engineers dated January 24, 2017. A detailed scope of services for this Project is listed in Attachment A of this Work Order. Manpower requirements and a fee summary are listed in Attachment B.

**Compensation:**

Compensation for the services will be in accordance with the Master Engineering Services Agreement dated January 24, 2017. The Owner shall pay the Engineer for the services performed or furnished under Attachment A, a lump sum amount of **\$84,000** for the base segment and an additional **\$148,000** if the optional segment is selected.

Submitted by: **Baxter & Woodman, Inc.**

Approved by: **Village of Somers, Wisconsin**

By:   
Douglas R Snyder, PE

By: \_\_\_\_\_  
George Stoner

Title: Vice President

Title: President

Date: July 21, 2025

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

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

**Additional Comments and Conditions:** We will forward a separate work order for construction services and field observation at the time of bidding. The scope of services section outlines additional fees for a geotechnical consultant and for the railroad permit.

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## Project Description

Construct water main on 12<sup>th</sup> Street east of 100<sup>th</sup> Avenue in accordance with the Feasibility Study – 12<sup>th</sup> Street Water Main dated July 8, 2025. The scope will depend on the project segment selected. The base segment is from 100<sup>th</sup> Avenue to Shoreland High School; the optional segment is from Shoreland High School to the west boundary of the Post Office and includes a water transfer station on Village property. If the optional segment is selected, the project will be bid giving the Village an option to award only the base segment or both segments.

## Scope of Services

The following scope of services details the anticipated tasks necessary to successfully complete this Project.

1. PROJECT MANAGEMENT – Plan, schedule, and control the activities that must be performed to achieve the goals and complete the project. These activities include, but are not limited to, budget, schedule, and scope.
2. MEETINGS WITH STAFF – Attend a kick-off meeting with Owner staff to establish clear lines of communication and discuss the detailed needs, objectives, and goals for the Project. The meeting will also be utilized to obtain information, plans, atlases, and other data to be supplied by the Owner and to discuss the project schedule.
3. TOPOGRAPHIC SURVEY – Perform topographic survey within project limits and at 50-foot intervals along the project route to develop project drawings. The survey data will facilitate the project design, including identification of all related underground utilities and other structures. State plane coordinates and NAVD 29 will be used for horizontal and vertical controls.
4. WETLAND DELINEATION AND REPORT – Wetlands will be identified according to the multiparameter approach as detailed in the Corps of Engineers Wetlands Delineation Manual and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region. This task includes the collection of background data such as National Wetlands Inventory and Wisconsin Wetlands Inventory maps; soil survey; topographic maps; available aerial photographs; FEMA studies; and any other information that may indicate the potential for the existence of wetlands on-site. Wetland boundaries will be flagged approximately every 50 feet. The approximate location will be recorded in the field with a hand-held GPS unit. The type and quality of the identified wetlands will be determined. The deliverables will include a GIS shapefile of the wetland boundaries and a Wetland Delineation Report.

- 
5. UTILITY COORDINATION – Complete a Design Locate with Diggers Hotline. Contact the applicable utility companies to provide notice of the upcoming project. Provide preliminary drawing sheets to utility companies for their reference.
  6. COORDINATE GEOTECHNICAL CONSULTANTS – Coordinate with the geotechnical consultant to make soil borings, collect and analyze soil samples, determine groundwater levels, and prepare a written report for design. This work is required for the railroad permit. The costs for geotechnical consultant work are a separate expense to the Owner and are not included in the Engineer's compensation; we estimate the fee for the geotechnical services to be \$8000.
  7. SITE VISITS – Conduct site visits by designers to verify existing conditions and review the location of proposed improvements.
  8. AGENCY MEETING – Meet with Kenosha County Highway and Canadian Pacific Rail staff to get early feedback on proposed water main locations and construction methods.
  9. PLANS, SPECIFICATIONS, AND OPINION OF PROBABLE COST – Prepare construction contract documents consisting of Drawings and a Project Manual showing the general scope, extent, and character of work to be performed by the Contractor selected by the Village.
    - Infrastructure Design – Provide detailed design of water main improvements, including the location of water valves and vaults, fire hydrants, and water services to avoid conflicts with adjacent utilities, and to comply with Code requirements.
    - Plans - Prepare drawings showing the work to be furnished and performed by the Contractor. Provide detailed drawings showing the proposed water transmission main. Indicate location of all utilities obtained from utility companies. Create legends, general notes, detail drawings, and designer instructions to contractors, to create a final set of construction drawings.
    - Project Manual – Prepare for review and approval by the Village and its legal counsel the forms of Construction Contract Documents consisting of an Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC). Prepare one set of technical specifications for infrastructure and pavement improvements in the format of the Construction Specification Institute.
    - Opinion of Probable Cost – Prepare a summary of quantities and an Engineers' Opinion of Probable Cost.

- 
- Quality Control Review – Perform an in-house quality control review of the plans, specifications, bidding documents, and Engineers’ Opinion of Probable Cost for the Project.
10. AGENCY PERMITS – Submit the design documents to the WDNR, WPSC, US Army Corps of Engineers, the Kenosha County Highway Department, the Kenosha Water Utility and the Canadian Pacific Rail for permits to construct the project. Prepare a rail settlement plan, if needed. The railroad permit fees and reviews are a separate expense to the Owner; we estimate the fee is \$5000.
  11. SPECIAL ASSESSMENT ASSISTANCE - Assist the Owner with the special assessment of the water main including the preparation of preliminary special assessment report; attendance at two assessment hearings; and assistance with the preparation of resolutions. The preparation of the final assessment report is part of the construction related engineering services.
  12. QC/QA – Perform an in-house peer review and constructability review of the pre-final plans, specifications, and Engineers’ Estimates of Cost for the Project.
  13. ASSIST BIDDING – Establish a bid date with the Owner, create an Advertisement for Bid and provide to official newspaper for publication. Provide documents for bidding and assist the Owner in solicitation of bids from as many qualified bidders as possible. Attend the bid opening and assist in reviewing and checking of bid package submittals as required. Tabulate bids and make a recommendation to the Owner for Award of Contract.

**Hours, Budget & Compensation**

**ATTACHMENT B**

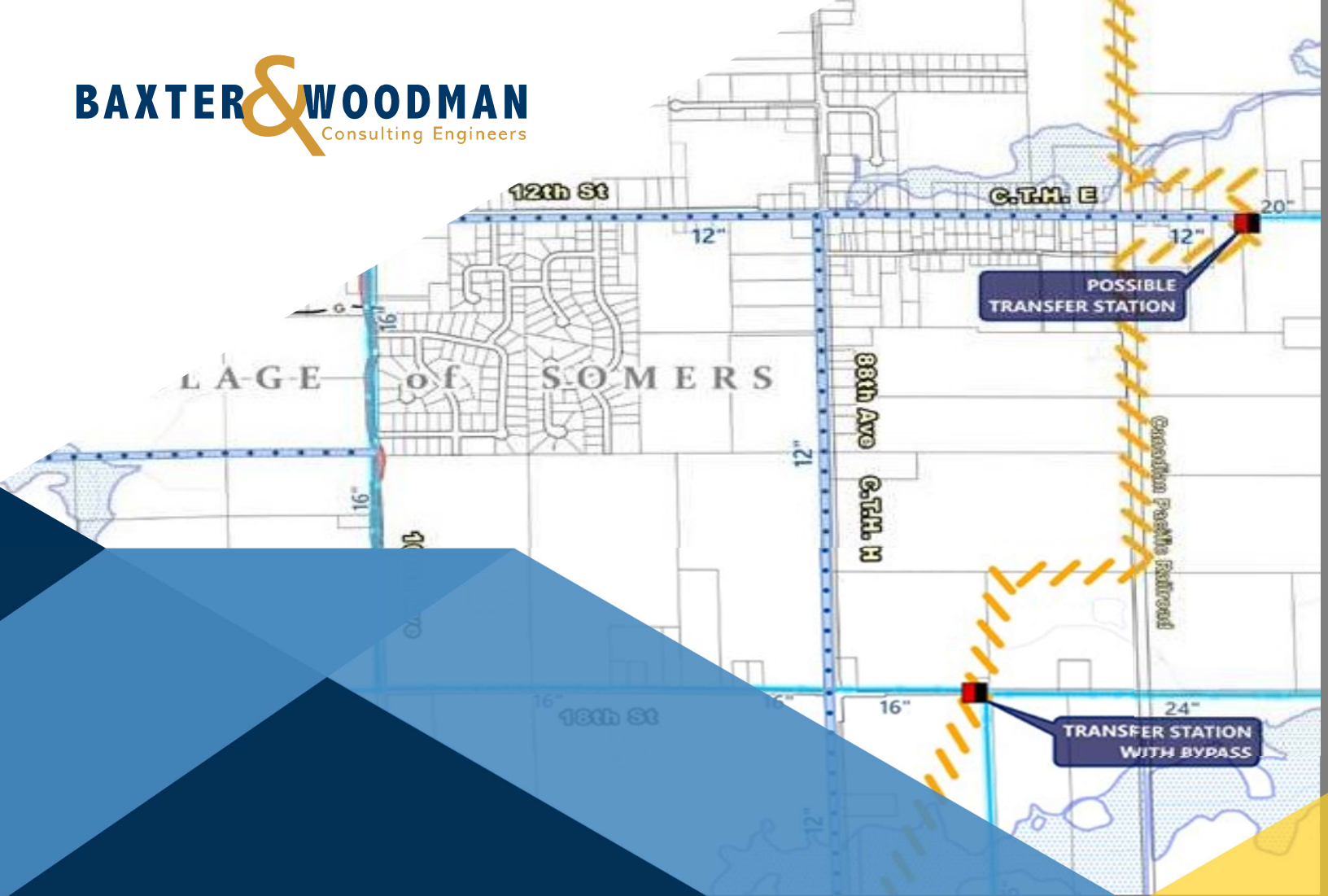
<b>Village of Somers</b>					
<b>Project Number: 2500618.00</b>					
<b>12th Street Water Main Extension (100th Ave. to Shoreland) - Base Segment</b>					
	<b>Task</b>	<b>Planned Hrs</b>	<b>Compensation Fee</b>	<b>Reimb Allowance</b>	<b>Total Compensation</b>
<b>Overall Project Total</b>		<b>457.00</b>	<b>83,100.00</b>	<b>900.00</b>	<b>84,000.00</b>
Investigation / Study		266.00	47,100.00	800.00	47,900.00
Topo Survey		81.00	10,300.00	600.00	10,900.00
Shawn Hastings		78.00			
Joe Molidor		3.00			
Project Management		12.00	2,600.00	0.00	2,600.00
Brett Biwer		12.00			
Meetings with Staff		6.00	1,300.00	100.00	1,400.00
Brett Biwer		6.00			
Site Visits		3.00	600.00	100.00	700.00
Joe Marchese		3.00			
Preliminary Plans / Special Assessment		110.00	23,300.00	0.00	23,300.00
Joe Marchese		60.00			
Brett Biwer		50.00			
CADD for Preliminary Design		40.00	6,200.00	0.00	6,200.00
Ursula Botsch		40.00			
Utility Coordination		10.00	2,000.00	0.00	2,000.00
Brett Biwer		2.00			
Joe Marchese		8.00			
Engineers Opinion of Probable Cost		4.00	800.00	0.00	800.00
Joe Marchese		4.00			
Final Design		129.00	23,200.00	0.00	23,200.00
Final Plans		74.00	13,300.00	0.00	13,300.00
Ursula Botsch		40.00			
Joe Marchese		30.00			
Brett Biwer		4.00			
Specifications		43.00	7,300.00	0.00	7,300.00
Julie Crayton		15.00			
Joe Marchese		24.00			
Brett Biwer		4.00			
Engineer's Opinion of Probable Cost		4.00	800.00	0.00	800.00
Joe Marchese		4.00			
Peer and Constructability Reviews		8.00	1,800.00	0.00	1,800.00
Brett Biwer		8.00			
Permitting		14.00	2,900.00	0.00	2,900.00
Kenosha County Highway		4.00	800.00	0.00	800.00
Joe Marchese		4.00			
WDNR		10.00	2,100.00	0.00	2,100.00
Joe Marchese		10.00			

Village of Somers					
Project Number: 2500618.00					
12th Street Water Main Extension (100th Ave. to Shoreland) - Base Segment					
	Task	Planned Hrs	Compensation Fee	Reimb Allowance	Total Compensation
	Project Bidding and Assessments	48.00	9,900.00	100.00	10,000.00
	Assistance to Bidders	4.00	900.00	0.00	900.00
	Brett Biwer	4.00			
	Special Assessment	38.00	8,000.00	50.00	8,050.00
	Brett Biwer	8.00			
	Joe Marchese	30.00			
	Attend Bid Opening	2.00	400.00	50.00	450.00
	Brett Biwer	2.00			
	Tabulate Bids and Letter of Recommendation	4.00	600.00	0.00	600.00
	Julie Crayton	2.00			
	Brett Biwer	2.00			

**Hours, Budget & Compensation**

**ATTACHMENT B**

<b>Village of Somers</b>					
<b>Project Number: 2500618.00</b>					
<b>12th Street Water Main Extension (Shoreland to Post Office) - Optional Segment</b>					
	<b>Task</b>	<b>Planned Hrs</b>	<b>Compensation Fee</b>	<b>Reimb Allowance</b>	<b>Total Compensation</b>
<b>Overall Project Total</b>		<b>872.00</b>	<b>147,500.00</b>	<b>500.00</b>	<b>148,000.00</b>
Investigation / Study		482.00	79,700.00	500.00	80,200.00
Topo Survey		89.00	11,600.00	500.00	12,100.00
Shawn Hastings		80.00			
Joe Molidor		9.00			
Preliminary Plans		68.00	14,100.00	0.00	14,100.00
Joe Marchese		60.00			
Brett Biwer		8.00			
Water Transfer Station		260.00	43,200.00	0.00	43,200.00
Joe Marchese		80.00			
Doug Snyder		20.00			
Jordan Sharpe		160.00			
CADD for Preliminary Design		50.00	7,800.00	0.00	7,800.00
Ursula Botsch		50.00			
Utility Coordination		9.00	1,800.00	0.00	1,800.00
Brett Biwer		1.00			
Joe Marchese		8.00			
Engineers Opinion of Probable Cost		6.00	1,200.00	0.00	1,200.00
Brett Biwer		2.00			
Joe Marchese		4.00			
Final Design		304.00	50,100.00	0.00	50,100.00
Final Plans		304.00	50,100.00	0.00	50,100.00
Ursula Botsch		60.00			
Joe Marchese		40.00			
Brett Biwer		4.00			
Jordan Sharpe		160.00			
Mike Gryn		40.00			
Permitting		66.00	13,500.00	0.00	13,500.00
Kenosha County Highway		2.00	400.00	0.00	400.00
Joe Marchese		2.00			
WDNR		20.00	4,100.00	0.00	4,100.00
Joe Marchese		20.00			
Canadian Pacific RR		24.00	4,900.00	0.00	4,900.00
Joe Marchese		24.00			
PSC		20.00	4,100.00	0.00	4,100.00
Joe Marchese		20.00			
Special Assessments		20.00	4,200.00	0.00	4,200.00
Special Assessment		20.00	4,200.00	0.00	4,200.00
Brett Biwer		4.00			
Joe Marchese		16.00			



July 8, 2025

## Feasibility Study – 12th Street Water Main

2500618.00

Village of Somers, Wisconsin

## Table of Contents

1. INTRODUCTION AND BACKGROUND.....	3
2. DISCUSSION.....	5
3. CONCLUSIONS .....	6

## List of Figures

Figure 1 - Tax Incremental Districts .....	3
Figure 2 – Concept Plan for Initial Water Service .....	4
Figure 3 – Preliminary Project Schedule .....	6

## List of Appendices

Appendix A – Village Ordinance Related to Special Assessment

Appendix B – Concept Plan and Opinion of Probable Cost

Appendix C – Per Foot Estimates for Available Options

- Assessable Project Cost for Each Option
- Cost per Foot for Each Option

Appendix D – Impacted Property Owner Sketch and Table

# 1. Introduction and Background

The Village of Somers, WI (Village) provided water service to the area west of the Subcontinental Divide in 2022, including an extension on 12<sup>th</sup> Street west of 100<sup>th</sup> Avenue and a transfer station with bypass on 18<sup>th</sup> Street. This water service was funded partially by special assessment against the adjoining properties. The Tax Incremental Districts located west of the Subcontinental Divide in Figure 1 also funded a portion of the cost because they benefitted by fire protection. This special assessment did not follow the ordinance in Appendix A because it did not require the adjacent property owners to fund the full cost of an equivalent 12-inch main.

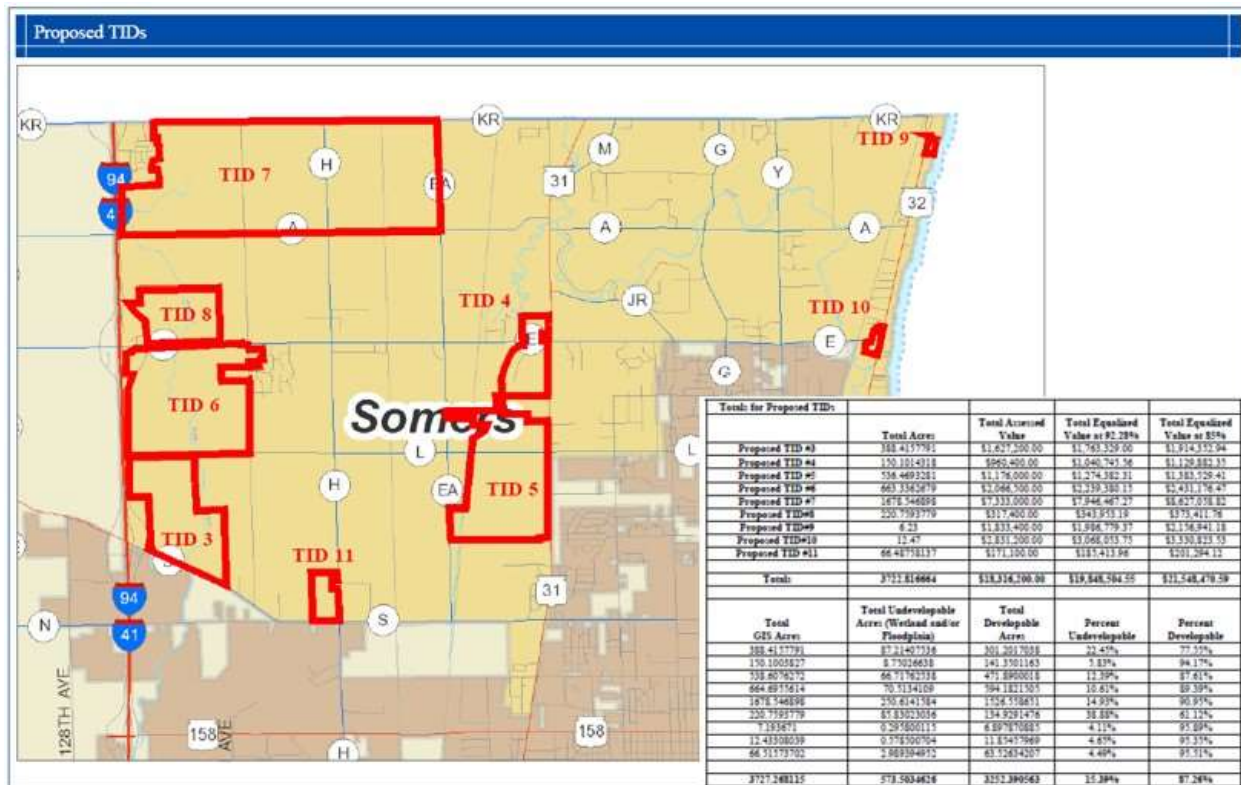


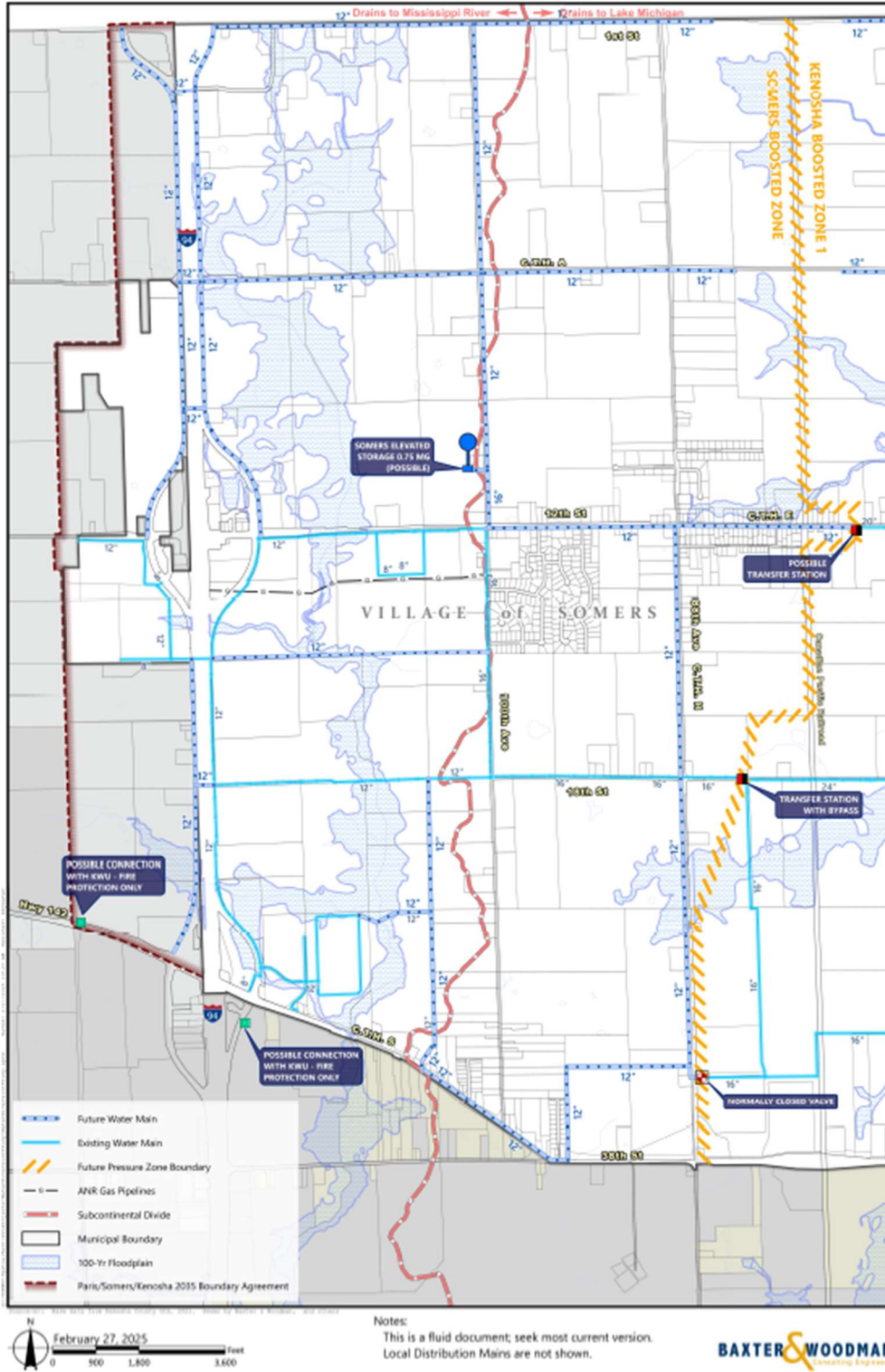
Figure 1 - Tax Incremental Districts

The Village recently approved an expansion at Shoreland High School contingent on a municipal water connection. Kenosha County Highway provided verbal approval of the concept plans in Appendix B; the associated opinion of probable cost is divided into sections and includes the utility costs associated with the water transfer station, which is not assessable to the adjacent property owners. The Village should consider extending water main between 100<sup>th</sup> Avenue and the Post Office to allow the adjacent property owners to benefit from the TID funding while the TIDs are open and to benefit from the County allowing construction within their pavement. It is unlikely that this section of the Village will remain on private wells long term. It is also unlikely the County to permit utilities under their pavement. See Figure 2 for the concept plan for the initial water service west of the Subcontinental Divide.

**CONCEPT PLAN**

**WATER SERVICE WEST OF DIVIDE**

Village of Somers, WI



**Figure 2 – Concept Plan for Initial Water Service**

## 2. Discussion

---

In November of 2021, the Village finalized the special assessments for the Phase 1 utility improvements west of the Subcontinental Divide. The adjacent property owners were assessed \$75 per foot for the water main based on their length of parcel parallel to the water main; this amount calculated to be \$94.65 based on the ordinance, without input from the Utility or TIDs.

This main water project on 12<sup>th</sup> Street is part of the Village's overall water system plan west of the Subcontinental Divide as shown in Figure 2; like the Phase 1 utility improvements, this water main extension on 12<sup>th</sup> Street should qualify for a reduction if the TID increment is there, since the land within the TID will benefit from the second source of supply.

The Village recently approved an expansion at Shoreland High School contingent on extension and connection of municipal water. An extension between 100<sup>th</sup> Avenue and the Post Office may allow the property owners to benefit from the TID funding while the TIDs exist, and Kenosha County appears willing to permit a new utility within their pavement. It is unlikely that this section of the Village will remain on private wells long term.

Appendix C contains per foot estimates for the special assessment based on three options: 100th Avenue to Shoreland High School without TID Assistance, 100<sup>th</sup> Avenue to the Post Office without TID Assistance, and 100<sup>th</sup> Avenue to Shoreland High School with TID Assistance. The assessment cost per foot is similar whether the section between 100<sup>th</sup> Avenue and Shoreland High School is done or whether the entire section between 100<sup>th</sup> Avenue and the Post Office is done.

Appendix D contains a sketch and table showing the impacted property owners and their front footage based on the Kenosha County Geographic Information System. The listed frontage length is multiplied by the appropriate per foot estimate from Appendix C to obtain an estimate of the total assessment cost for the water main.

Figure 3 shows the necessary steps and approximate timeline for a project involving special assessments.

### 3. Conclusions

The area west of the Subcontinental Divide will benefit from a second source connection to the remaining Village water system on 12<sup>th</sup> Street.

The Village should seek guidance from their financial and legal advisors and decide whether the existing tax incremental districts can support the cost of construction, whether to do only the shorter section from Shoreland High School to the west or the entire section between 100<sup>th</sup> Avenue and the Post Office, and whether the remaining properties should be required to connect immediately.

The impacted properties could see a per foot cost between \$260 and \$300 per foot if the tax incremental district is unable to support the cost. In comparison, the per foot cost could be as low as \$75 if the tax incremental districts are able to support the cost.

Proceed in accordance with the schedule presented in Figure 3.

TASK	2025						2026										
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	
Meeting with Ehlers and Village	■																
Survey, Design, and Permitting	■	■	■	■	■	■											
Bidding and Public Hearing							■	■	■								
Sign Contracts and Submittals										■	■						
Construction											■	■	■	■	■	■	■
Finalize Special Assessment																	■

Figure 3 – Preliminary Project Schedule

# APPENDIX A

## Special Assessment Ordinance

## **Somers Special Assessment Ordinances**

### § 8.08SPECIAL ASSESSMENTS ESTABLISHED.

- (A) Policy. The Village Board of the Village of Somers does hereby establish a policy by which special assessments may be levied for any public improvement which shall benefit the properties adjacent to such improvements.
- (B) Definition. As used in this ordinance the term public improvement shall mean any undertaking by the Village of Somers for the construction or installation of grading, graveling and paving of streets, including curb and gutters, storm and sanitary sewers, water mains or any other public improvements installed or constructed pursuant to powers of Village Sanitary Districts created by § 60.71, Wis. Stats., or Utility Districts established by § 66.0827, Wis. Stats.
- (C) Special Assessments. The Village Board shall levy a special assessment against properties which receive a benefit from a public improvement. Special assessments may be paid in a lump sum or in annual installments as the Village Board shall determine and as provided by law. Unpaid special assessments shall be placed on the tax roll and treated as any other tax on real estate, all as provided in § 66.60, Wis. Stats.
- (D) Exception for Existing Roads. The following Village roads which have been kept and maintained by the Village of Somers and placed on the Village highway map prior to the 11th day of November, 1986, shall be assessed at the rate of not more than 50% of the costs of paving and the balance of said costs shall be borne by the Village:
- (1) 38th Avenue South of 4th Street, including the cul-de-sac.
  - (2) 118th Avenue North of 12th Street.
  - (3) 11th Street West of 88th Avenue, including cul-de-sac.
- (E) Assignment of Special Assessments. The unpaid balance of special assessments previously levied against properties by the Town of Somers where such property is now located within the Village of Somers are assigned to the Village.

§ 13.07 RULES FOR EXTENSIONS.

- (A) Extensions to existing water mains shall be initiated by application in writing to the Village Administrator.
- (B) By signing the application, the owner agrees to pay the proportionate share of the estimated cost of making such extension.
- (C) When the cost of a main extension has been determined, bills of particulars shall be mailed to the abutting property owners at the address appearing in the application. If such bills have not been paid by October 1 of the year in which rendered, the amount of such bills shall be certified to the Village Clerk/Treasurer by the Utility Financial Manager and the Clerk/Treasurer shall charge the amounts on the tax rolls of the Village to the property described to be collected according to law for the collection of general taxes, following notice and public hearing.
- (D) When the Water Commission shall have ordered the construction of any water main which shall become part of the public water system, the cost of the improvement shall be assessed against the lots, parts of lots or parcels of land which front upon the proposed line of the water main and which are specifically benefitted thereby. Special assessments for water mains shall be in accordance with the procedures under § 66.0703, Wis. Stats.
- (E) The amount assessed against any property shall be computed on a front footage basis using the total cost of the improvement including the construction cost for the size of main required to adequately serve and benefit the property as determined by the Utility, but in no case shall such main be less than eight inches in diameter nor shall such main be larger than 12 inches in diameter. The costs of engineering and legal services and any other component of direct or indirect cost which is attributed to the improvement, including the cost of that portion of the water main in intersections of streets shall be included in computing the costs of the improvement.
- (F) Where density of prospective consumers does not warrant immediate assessment for the mains, extensions will be made on a customer financed basis.
  - (1) The cost of the extension, including fire hydrants and street intersections will be determined and the total allocated to general service. This amount will then be divided by the total assessable frontage of the project.
  - (2) As additional consumers are connected to a water main that was originally paid for by customer contributions and not previously assessed, the Utility will require a contribution from each new consumer. The assessment rate shall be calculated using current prices for whatever size main is installed. This amount shall then be refunded

pro rata to all consumers along the extension whose remaining contribution exceeds what would have been assessed under subs. (D) and (E). The Utility may make an assessment on the basis of area benefitted by the main extension on a case-by-case basis.

- (3) When extension of a customer-financed main is required to serve a new customer, the new extension will be considered as an entirely new project without refunds or other contributions connected with the original extension.
- (G) When customers connect to transmission mains or connecting loops laid at the expense of the Utility, there will be assessed on a front foot basis an amount equal to the average front foot assessment in the area or for the given project.
- (H) When the Water Commission extends water mains for new customers on the basis of subs. (D), (E) and (F) above, the Village Engineer shall determine the required main size.
- (I) Nothing herein shall prevent the Utility from entering into a developer's agreement with the owner of a benefitted parcel or parcels which may provide, among other things, for a different method of calculation or imposition of special assessments for the extension of water services to such benefitted parcel or parcels including, but not limited to, provisions for oversizing of mains, deferral of assessments and the posting of security to insure future performance.

# APPENDIX B

## Concept Plan and Opinion of Probable Cost

Opinion of Probable Cost  
12th Street Water Main  
Village of Somers

ITEM	APPROX. QUANTITY	UNIT PRICE	AMOUNT
<b>100TH AVENUE TO SHORELAND HS</b>			
MOBILIZATION	1 LS	\$40,000	\$40,000
CLEARING AND GRUBBING	1 LS	\$20,000	\$20,000
WATER MAIN, 12-INCH (OPEN CUT)	2840 LF	\$150	\$426,000
WATER MAIN, 8-INCH (DIRECTIONAL DRILL)	300 LF	\$250	\$75,000
WATER MAIN, 12-INCH (DIRECTIONAL DRILL)	600 LF	\$500	\$300,000
WATER MAIN, 16-INCH (DIRECTIONAL DRILL)	100 LF	\$800	\$80,000
FIRE HYDRANT ASSEMBLY	10 EACH	\$9,000	\$90,000
GATE VALVE AND BOX, 8-INCH	4 EACH	\$3,800	\$15,200
GATE VALVE AND BOX, 12-INCH	9 EACH	\$5,000	\$45,000
BUTTERFLY VALVE AND BOX, 16-INCH	1 EACH	\$8,400	\$8,400
CONNECTION TO WATER MAIN	1 EACH	\$6,000	\$6,000
WATER SERVICES	21 EACH	\$6,000	\$126,000
GRANULAR BACKFILL	390 LF	\$80	\$31,200
DRIVEWAY REMOVAL AND REPLACEMENT	1 LS	\$10,000	\$10,000
RESTORATION OF LAWNS	1 LS	\$30,000	\$30,000
EROSION AND SEDIMENTATION CONTROL	1 LS	\$20,000	\$20,000
TRAFFIC CONTROL AND PROTECTION	1 LS	\$40,000	\$40,000

CONSTRUCTION SUBTOTAL = \$1,362,800  
ENGINEERING AND CONTINGENCIES (25%) = \$337,200  
**PROJECT COST = \$1,700,000**

<b>SHORELAND HS TO POST OFFICE</b>			
MOBILIZATION	1 LS	\$40,000	\$40,000
WATER MAIN, 12-INCH (OPEN CUT)	4150 LF	\$150	\$622,500
WATER MAIN, 12-INCH (JACK & BORE)	100 LF	\$1,000	\$100,000
FIRE HYDRANT ASSEMBLY	10 EACH	\$9,000	\$90,000
GATE VALVE AND BOX, 12-INCH	7 EACH	\$5,000	\$35,000
CONNECTION TO WATER MAIN	1 EACH	\$6,000	\$6,000
WATER SERVICES	59 EACH	\$6,000	\$354,000
SLURRY BACKFILL	7200 CY	\$80	\$576,000
PAVEMENT RESTORATION	1600 SY	\$60	\$96,000
RESTORATION OF LAWNS	1 LS	\$10,000	\$10,000
EROSION AND SEDIMENTATION CONTROL	1 LS	\$8,000	\$8,000
TRAFFIC CONTROL AND PROTECTION	1 LS	\$40,000	\$40,000

CONSTRUCTION SUBTOTAL = \$1,977,500  
ENGINEERING AND CONTINGENCIES (25%) = \$492,500  
**PROJECT COST = \$2,470,000**

<b>WATER TRANSFER STATION</b>			
MOBILIZATION	1 LS	\$40,000	\$40,000
WATER MAIN, 8-INCH	300 LF	\$100	\$30,000
BUILDING ADDITION	1 LS	\$180,000	\$180,000
PUMPS/VALVE/PROCESS PIPING	1 LS	\$100,000	\$100,000

CONSTRUCTION SUBTOTAL = \$350,000  
ENGINEERING AND CONTINGENCIES (25%) = \$90,000  
**PROJECT COST = \$440,000**

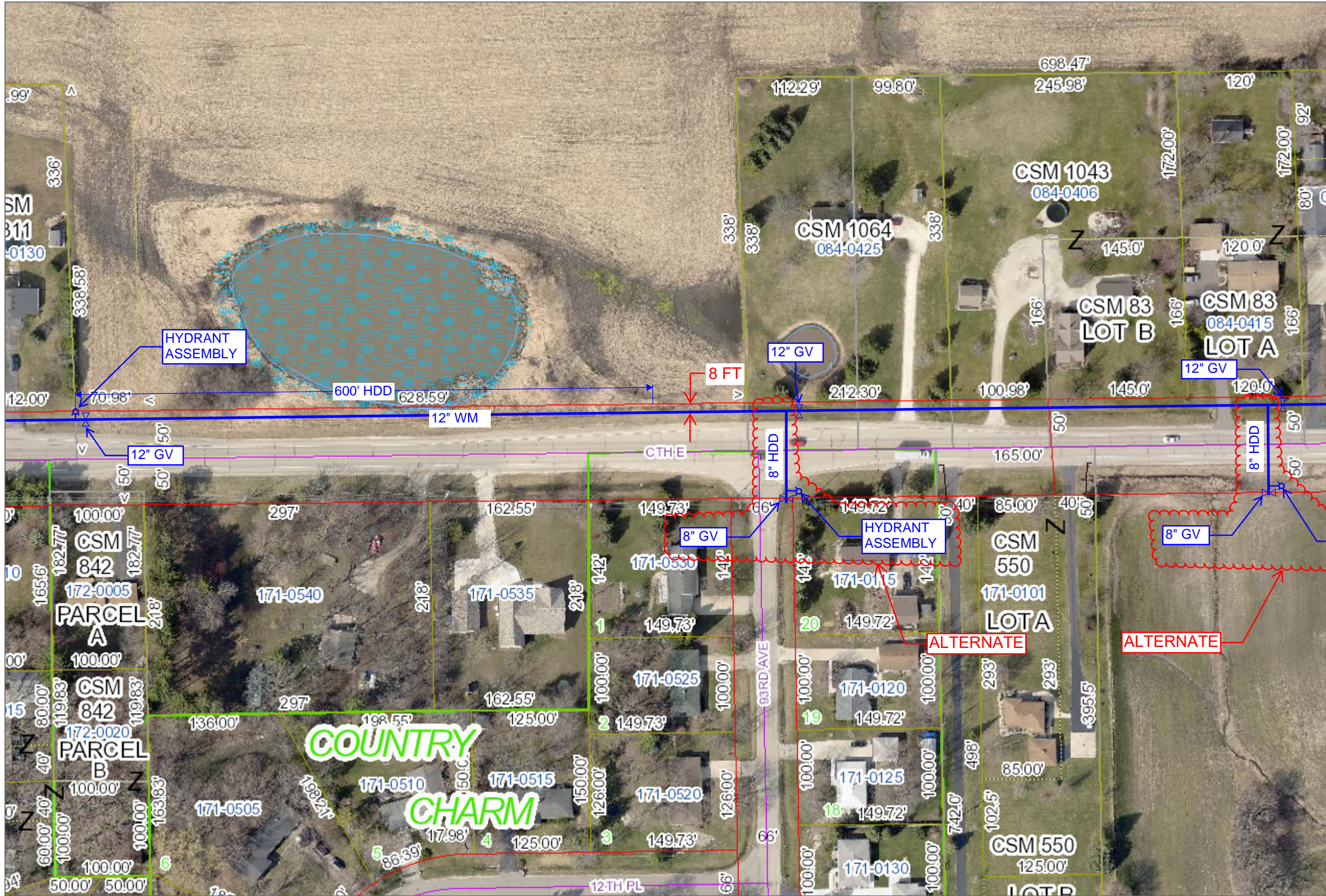


ALTERNATE



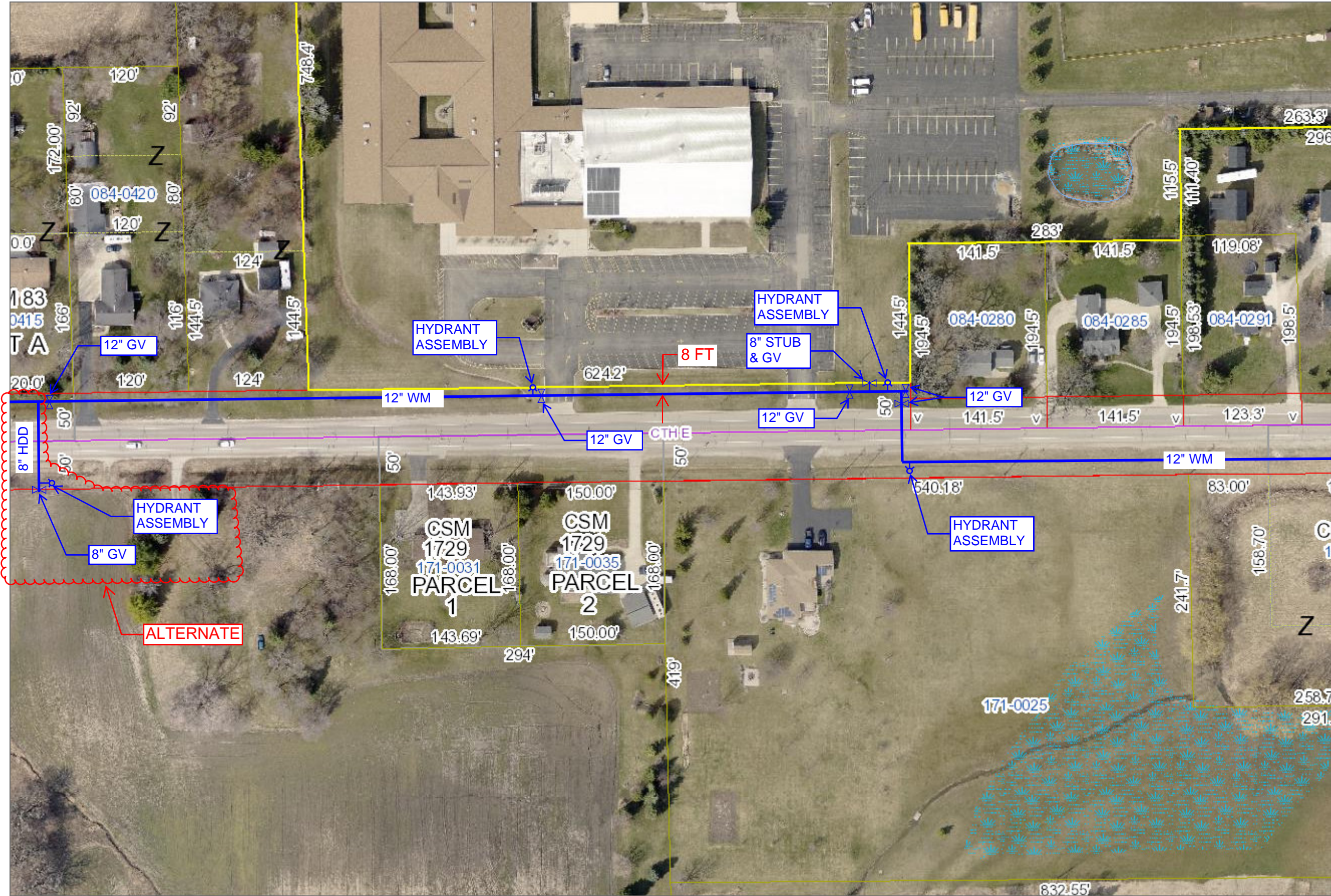
1 inch = 100 feet

**DISCLAIMER** This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies or errors contained herein. If discrepancies are found, please contact Kenosha County.



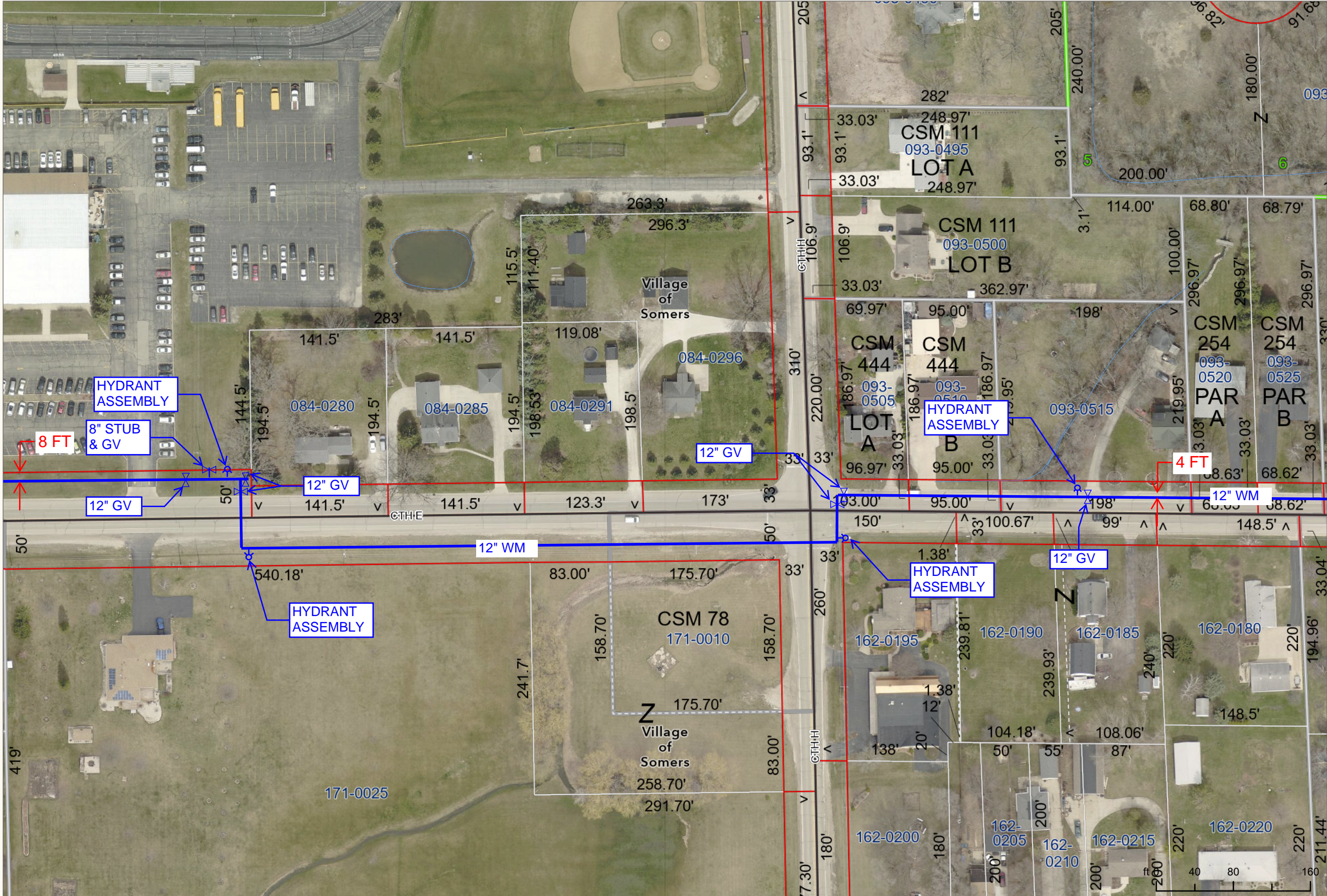
1 inch = 100 feet

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1:1,200  
1" = 100'

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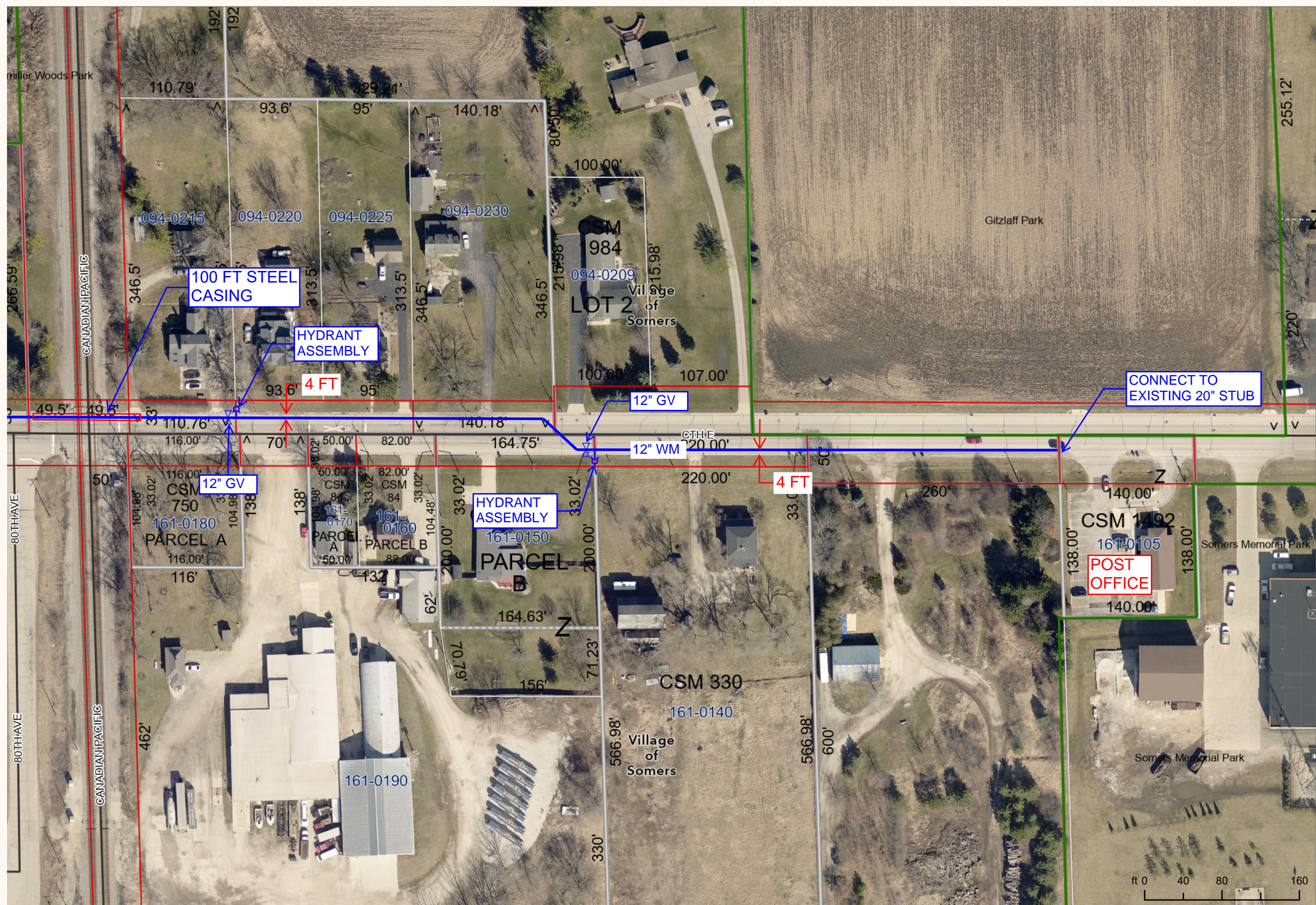
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POST OFFICE



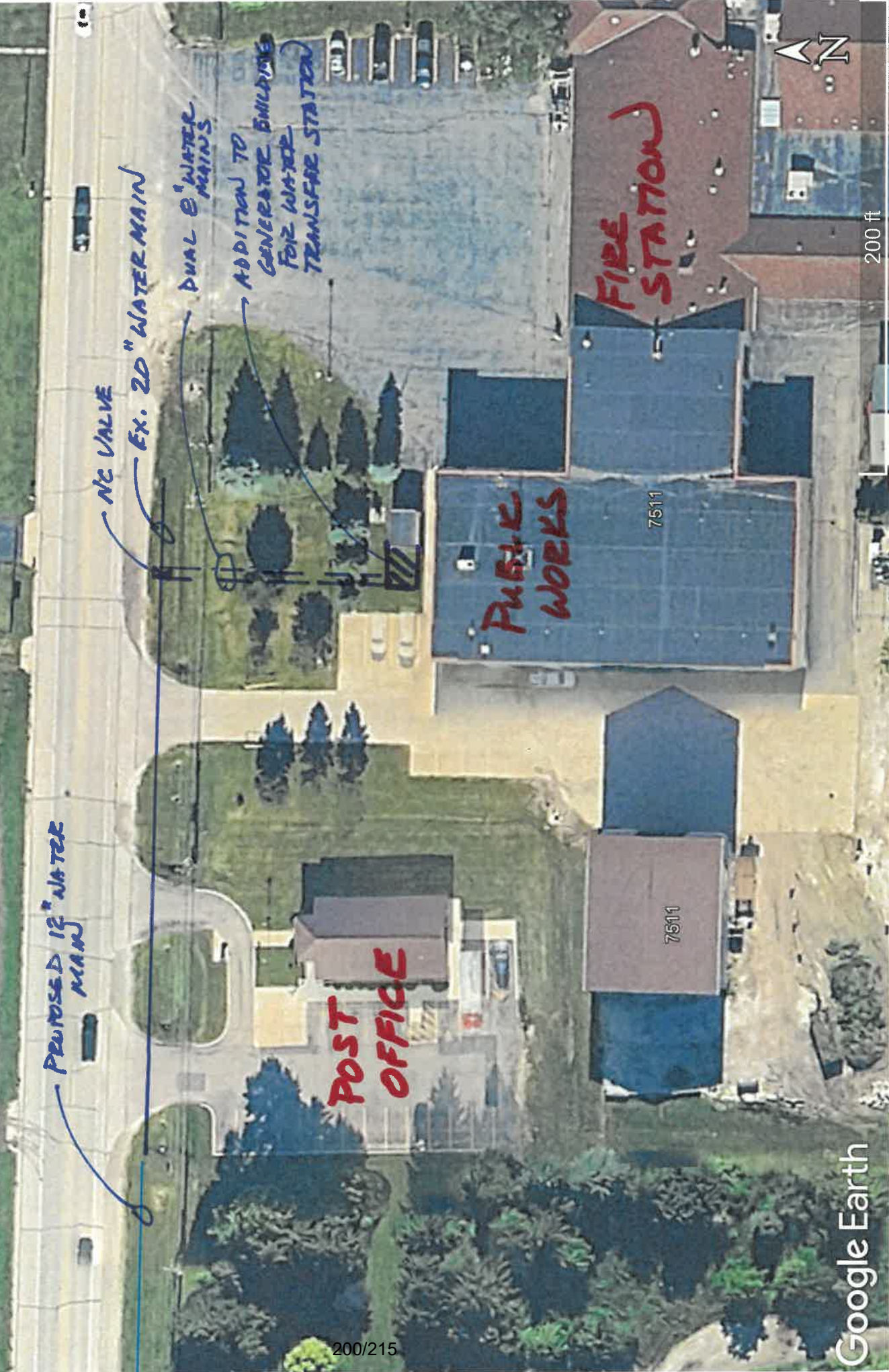
1:1,200  
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# Water Transfer Station at Public Works

Village of Somers

Legend



# APPENDIX C

## Per Foot Estimates for Available Options

Assessable Cost Calculation  
 12th Street Water Main  
 Village of Somers

**100TH AVENUE TO SHORELAND HS**

Item	Approximate Quantity	Unit Price	Total
Total Project Cost	1 LS	\$ 1,700,000	\$ 1,700,000
Less 16-Inch Oversizing	1 LS	\$ 40,000	\$ (40,000)
<b>Assessable Project Cost</b>			<b>\$ 1,660,000</b>

**SHORELAND HS TO POST OFFICE**

Item	Approximate Quantity	Unit Price	Total
Total Project Cost	1 LS	\$ 2,470,000	\$ 2,470,000
Less Oversizing	1 LS	\$ -	\$ -
<b>Assessable Project Cost</b>			<b>\$ 2,470,000</b>

Per Foot Assessment Calculation  
 12th Street Water Main  
 Village of Somers

**100TH AVENUE TO SHORELAND HS**

Item to be Assessed	Total
Project Cost	\$ 1,700,000
Assessable Cost	\$ 1,660,000
Water Main Frontage - Foot	6,248
Assessment per foot	\$ 266

**SHORELAND HS TO POST OFFICE**

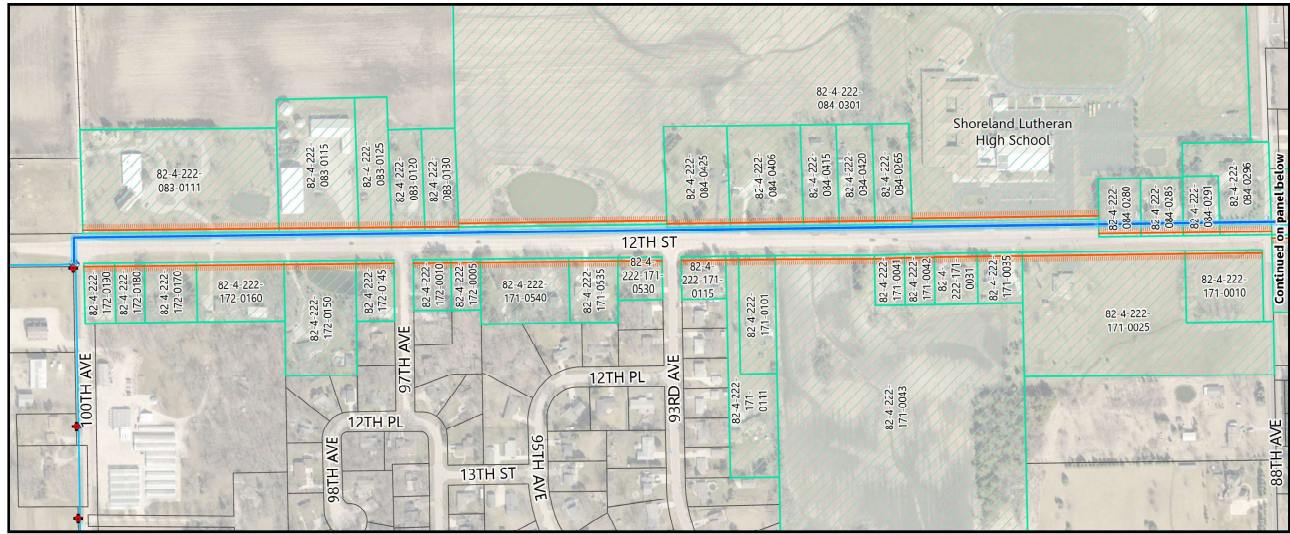
Item to be Assessed	Total
Project Cost	\$ 2,470,000
Assessable Cost	\$ 2,470,000
Water Main Frontage - Foot	8,310
Assessment per foot	\$ 297

# APPENDIX D

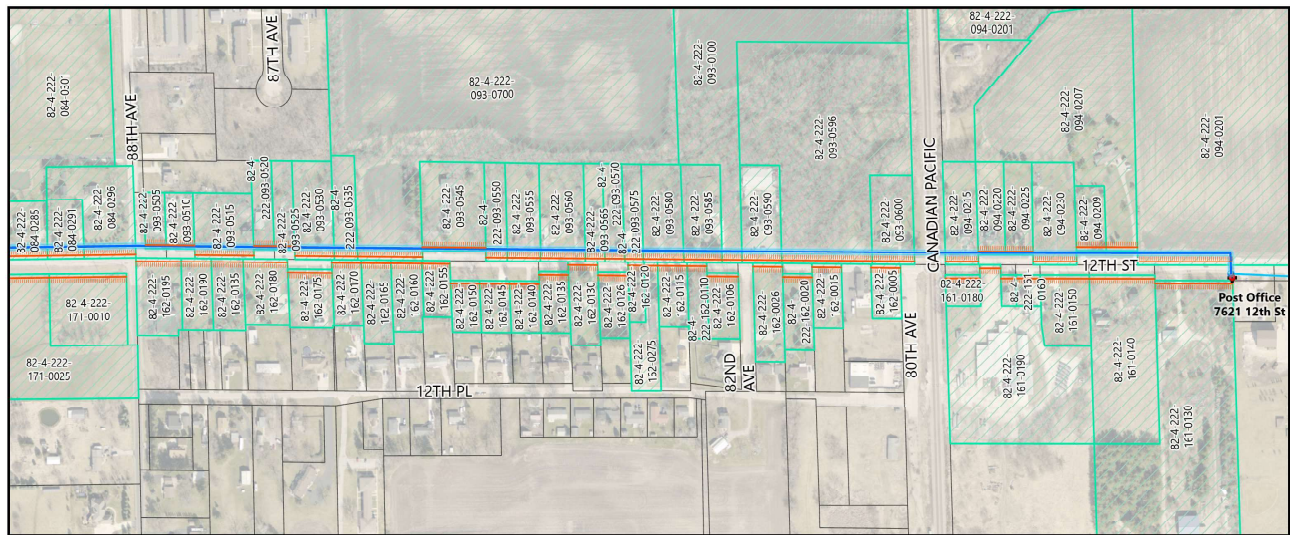
## Impacted Property Owners Sketch and Table

IMPACTED PROPERTY OWNERS

Village of Somers, WI



Continued on panel below



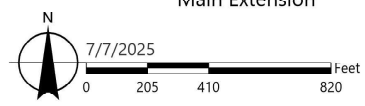
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Parcel Number	Frontage Length (feet)	Parcel Number	Frontage Length (feet)	Parcel Number	Frontage Length (feet)	Parcel Number	Frontage Length (feet)
82-4-222-172-0180	99	82-4-222-084-0425	212	82-4-222-162-0150	97	82-4-222-093-0575	61
82-4-222-172-0170	174	82-4-222-084-0265	124	82-4-222-161-0140	220	82-4-222-162-0120	54
82-4-222-172-0160	294	82-4-222-083-0111	658	82-4-222-161-0150	164	82-4-222-093-0570	67
82-4-222-172-0150	241	82-4-222-172-0010	126	82-4-222-161-0160	82	82-4-222-093-0565	66
82-4-222-172-0005	98	82-4-222-171-0115	149	82-4-222-161-0170	50	82-4-222-162-0130	99
82-4-222-171-0540	297	82-4-222-172-0190	103	82-4-222-161-0180	116	82-4-222-093-0560	151
82-4-222-171-0535	165	82-4-222-172-0145	127	82-4-222-162-0020	99	82-4-222-093-0555	111
82-4-222-171-0530	148	82-4-222-084-0285	142	82-4-222-162-0106	105	82-4-222-162-0155	94
82-4-222-171-0111	43	82-4-222-084-0291	123	82-4-222-162-0126	102	82-4-222-162-0160	104
82 4 222 171 0101	122	82 4 222 084 0296	173	82 4 222 162 0135	99	82 4 222 093 0700	218
82-4-222-171-0043	333	82-4-222-084-0280	142	82-4-222-162-0175	149	82-4-222-162-0165	99
82-4-222-171-0041	101	82-4-222-171-0010	259	82-4-222-161-0190	70	82-4-222-162-0170	99
82-4-222-171-0042	100	82-4-222-162-0195	151	82-4-222-093-0600	142	82-4-222-093-0535	78
82-4-222-171-0031	144	82-4-222-162-0190	101	82-4-222-162-0005	99	82-4-222-094-0225	93
82-4-222-171-0035	152	82-4-222-093-0510	95	82-4-222-093-0596	303	82-4-222-094-0215	110
02-4-222-171-0025	545	02-4-222-093-0505	70	02-4-222-162-0015	99	02-4-222-094-0220	91
82-4-222-083-0115	267	82-4-222-162-0185	107	82-4-222-162-0026	99	82-4-222-093-0550	77
02-4-222-083-0125	110	02-4-222-162-0180	149	02-4-222-093-0590	133	02-4-222-094-0207	104
82-4-222-083-0120	111	82-4-222-093-0515	198	82-4-222-093-0100	67	82-4-222-093-0545	213
82-4-222-083-0130	114	82-4-222-093-0525	69	82-4-222-093-0585	127	82-4-222-094-0230	146
82-4-222-084-0406	245	82-4-222-093-0520	69	82-4-222-162-0110	66	82-4-222-094-0209	100
82-4-222-084-0415	120	82-4-222-162-0140	100	82-4-222-162-0115	99	82-4-222-093-0530	132
82-4-222-084-0420	120	82-4-222-162-0145	100	82-4-222-093-0580	137	82-4-222-094-0201	316
82-4-222-084-0301	1,323	82-4-222-161-0130	260	82-4-222-162-0275	45		

Proposed 12-inch Water Main Extension

12th St Proposed Water Main Property Frontage

Parcel along Proposed 12th St Water Main Extension





VILLAGE OF SOMERS  
VILLAGE BOARD  
MEETING ITEM MEMORANDUM

**MEETING DATE:** August 5<sup>th</sup>, 2025

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

**PREPARED BY:** Josh Sullivan, Public Works Superintendent

**REVIEWED BY:** Tanya Ealy, Accounting Manager

**AGENDA ITEM:** #14 Request an amendment to the 2025 Stormwater Capital Improvement Program (CIP) budget to support the completion of the 4th Street Culvert project, including construction and engineering expenses.

**BACKGROUND:**

The 4th Street Culvert project was originally budgeted in the 2024 CIP for **\$85,000** to address ongoing stormwater drainage and infrastructure concerns. In 2024, a total of **\$27,000** had been expended for engineering, leaving **\$58,000** remaining. In 2025, the 4<sup>th</sup> Street Culvert was allocated an additional **\$13,600**, for a total of **\$71,600** in the Village’s 2025 Capital Improvement Plan (CIP). In 2025, a total of **\$27,123.12** has been expended for engineering and bid preparation services, leaving a remaining balance of **\$44,476.88** to date.

The Village received a construction bid from **Wanasek Corp.** in the amount of **\$113,000**. This bid exceeds the available balance in the project account.

**Stormwater**

**4<sup>th</sup> Street Culvert Project**

**Budget Summary:**

<b>Description</b>	<b>Amount</b>
2025 CIP Budget Allocation	\$71,600.00
Total Spent to Date	(\$27,123.12)
Remaining Budget	\$44,476.88
Construction Contract (Wanasek Corp)	\$113,000.00
<b>Additional Funds Needed</b>	<b>\$68,523.12</b>

**Description**

**Amount**

*Note: This amount may need to be adjusted if additional engineering fees are incurred. Please notify staff as soon as possible if further charges are anticipated.*

**CIP Amendment Request:**

We are requesting a CIP amendment in the amount of **\$68,523.12** to fully fund the construction portion of the project and cover committed expenditures.

**Recommendation:**

Approve the requested CIP amendment to allow for the completion of the 4th Street Culvert project. This improvement is critical to resolving persistent stormwater issues and maintaining safe and functional infrastructure.

Please advise if further documentation is required for approval or if additional fees are expected from the engineering consultant.

**ATTACHMENTS:**

Updated Consolidated 2025 CIP

Updated Stormwater 2025 CIP

2025 Consolidated CIP

	2025 total proposed CIP budget	Use of funds										Use of carry over funds from previous borrowings	
		2025 proposed General fund	2025 proposed Sewer fund CIP	2025 proposed Water fund CIP	2025 proposed Stormwater fund CIP	2025 proposed TID #1 CIP	Carried over from 2024	2023A borrowing	2025 cash	2026 cash	ARPA funds		
<b>General fund:</b>													
<b>Paving:</b>													
37th Ave. (CTH A to 6th Pl.) Pets Sub., Paser Rating = 2	\$71,634	71,634							71,634				
6th Place (37th Ave. to 39th Ave.) Pets Sub. PASER Rating = 2	\$31,000	31,000							31,000				
39th Ave. (6th Pl. to Cul-De-Sac) Pets Sub. PASER Rating = 2	\$57,400	57,400							57,400				
39th Ave. (6th Pl. to 5th Pl.) Pets Sub. PASER Rating = 2	\$85,400	85,400							85,400				
5th Place (39th Ave. to Cul-De-Sac) Pets Sub. PASER Rating = 2	\$61,700	61,700							61,700				
5th Place (39th Ave. to 4204, 6th St.) Pets Sub. PASER Rating = 2	\$103,473	103,473							103,473				
6th Street (6th Street to Termination) Pets Sub. PASER Rating = 2	\$30,000	30,000							30,000				
96th Ave	\$92,593	92,593						76,066	92,593				
10% Contingencies; Engineering	\$93,300	\$93,300						93,300	93,300				
	<b>\$626,500</b>	<b>626,500</b>						<b>169,366</b>	<b>626,500</b>				
<b>Public works:</b>													
Trench Box	\$15,000	\$15,000								\$15,000			
GIS	\$15,000	15,000								\$15,000			
Bucket Truck	\$250,000	\$250,000						55,000	\$55,000	195,000			
	<b>\$280,000</b>	<b>\$280,000</b>						<b>55,000</b>	<b>\$55,000</b>	<b>225,000</b>			
<b>Parks:</b>													
	-	-											
	-	-											
	-	-											
<b>Public Safety:</b>													
Turnout Gear	150,000	150,000								150,000			
Fire Hose Replacement	15,000	15,000								15,000			
CO2 Meters	12,000	12,000								12,000			
Dispatch Software	12,500	12,500								12,500			
Gym Equipment	15,000	15,000								15,000			
Station #2 Architecture	50,000	50,000								50,000			
	<b>254,500</b>	<b>254,500</b>								<b>254,500</b>			
<b>Administration:</b>													
Website upgrade	5,000	5,000								5,000			
Fire Department Lobby	25,000	25,000								25,000			
Replacement Computer Plan	20,000	20,000								20,000			
Electronic Speed Signs	15,000	15,000								15,000			
Village Buildings HVAC Repairs	10,000	10,000								10,000			
Banners	3,500	3,500								3,500			
	<b>78,500</b>	<b>78,500</b>								<b>78,500</b>			
<b>TOTAL GENERAL FUND</b>	<b>\$1,239,500</b>	<b>1,239,500</b>						<b>224,366</b>	<b>681,500</b>	<b>558,000</b>			
<b>Sewer fund:</b>													
I&I Replacement/Repaid Program	250,000		250,000							250,000			
<b>TOTAL SEWER FUND</b>	<b>250,000</b>		<b>250,000</b>							<b>250,000</b>			
<b>Water fund: updated 6/20/24</b>													
Water Meter AMR Program													
<b>TOTAL WATER FUND</b>	<b>-</b>												
<b>Storm water fund: updated 6/20/24</b>													
Greenbay Road Mueller parcel	40,000				40,000			40,000		40,000			
Gitzlaff Phase II	39,762				39,762			31,711		39,762			
Neumiller Woods Phase II	21,949				21,949					21,949			
Davis Culvert	40,000				40,000			40,000		40,000			
<b>4th Street Culvert Replacement</b>	<b>140,123</b>				<b>140,123</b>			<b>58,000</b>		<b>140,123</b>			
1/2 of Strand's Grant Money /Flood Study	40,500				40,500					40,500			
<b>TOTAL STORM WATER FUND</b>	<b>322,334</b>				<b>322,334</b>			<b>169,711</b>		<b>322,334</b>			
<b>TID#1:</b>													
<b>TOTAL TID #1 FUND</b>	<b>-</b>												
<b>TOTAL</b>	<b>\$1,811,834</b>	<b>1,239,500</b>	<b>250,000</b>		<b>322,334</b>			<b>394,077</b>	<b>681,500</b>	<b>1,130,334</b>			



July 17, 2025

Mr. Chris Swartz  
Interim Village Administrator  
Village of Somers  
7511 12th Street  
Somers, WI 53171

**Subject: Village of Somers – 4th Street Culvert Replacement**

Dear Mr. Swartz:

The following bids were received for the 4th Street Culvert Replacement Project on July 17, 2025 at 10:00 am.

<u>Bidders</u>	<u>Amount of Bid</u>
The Wanasek Corp. Burlington, WI	\$113,000.00
AW Oakes & Son, Inc. Racine, WI	\$114,000.00
All-Ways Elm Grove, WI	\$124,735.00

After analyzing the bid, we find The Wanasek Corp. to be the lowest responsive and responsible bidder. Due to our past working relationship with The Wanasek Corp., we feel they are able to complete the Project.

We recommend award of the Contract to The Wanasek Corp. in the amount of \$113,000.00.

Please advise us of your decision.

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS



Brett D. Biwer, PE

Encs.

C: Wendy Burnette, Clerk-Treasurer w/original bids  
George Stoner, Village President  
Kevin Poirier, Assistant Administrator  
Doug Snyder, Baxter & Woodman, Inc.

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**Opinion of Probable Cost**  
**4th Street Culvert**  
**Village of Somers**

Item	Approximate Quantity	Unit Price	Amount
MOBILIZATION	1 LS	\$ 5,000	\$ 5,000
CONSTRUCTION LAYOUT AND STAKING	1 LS	\$ 500	\$ 500
STRUCTURE AND PAVEMENT REMOVAL	1 LS	\$ 12,000	\$ 12,000
HOT-MIX ASPHALT PAVEMENT	18 TON	\$ 100	\$ 1,800
BASE AGGREGATE DENSE - 1-1/4-INCH	50 TON	\$ 15	\$ 750
CULVERT INSTALLATION - 36-INCH RCP	80 LF	\$ 200	\$ 16,000
APRON ENDWALL - 36-INCH RCP	4 EA	\$ 2,500	\$ 10,000
SLURRY BACKFILL	70 CY	\$ 160	\$ 11,200
SITE GRADING	1 LS	\$ 4,000	\$ 4,000
RIPRAP HEAVY	10 CY	\$ 100	\$ 1,000
LAWN RESTORATION	1 LS	\$ 500	\$ 500
EROSION & SEDIMENT CONTROL	1 LS	\$ 1,000	\$ 1,000
TRAFFIC CONTROL AND PROTECTION	1 LS	\$ 1,500	\$ 1,500
<b>Total Construction Cost</b>			<b>\$65,250</b>
Contingencies (15%)			\$9,750
Design & Construction Engineering (Village Observation)			\$10,000
<b>Total Project Cost</b>			<b>\$85,000</b>



# FY 2024 CIP Request Form

1. Department Public works 2. Date Requested 10/11/2023

3. Project Name 4th St culvert replacment 4. Requested by Andy Kreye

5. Project Number \_\_\_\_\_ 6. # of Requests Submitted \_\_\_\_\_ 7. Priority of Request 1 of 1

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)  
This culvert is located at 3424 4th st. at this time there is a box like structure that bottle necks down to a 36in CMP pipe. This restricts the flow of water. This area sees a lot of water and we have received calls for water over the driveway near the cros culvert and areas washing out close the the road. the condidtion of the CMP culvert is deteriorating and im proposing to remove all exsiting structures and replace with duel 36in RCP. using concrete pipe will help with flows and also prolong the life expectancy compared to using corrugated metal pipe.

9. Included in Prior CIPs \_\_\_\_\_ 10. If Yes, Budget Year \_\_\_\_\_ 11. \$\$\$ Budgeted in Prior CIP \_\_\_\_\_

12. Age of Item to be Replaced \_\_\_\_\_ 13. Estimated Useful Life of Replacement \_\_\_\_\_ 14. End of Useful Life Year \_\_\_\_\_

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves)  
If known, please give rationale for suggested funding source)

16. Amount Requested for FY2024 **85,000**



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

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**MEETING DATE:** August 5, 2025

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

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

**AGENDA ITEM:** #16 Discuss Operator's License for Jamie Dodge

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**BACKGROUND:**

Jamie Dodge has applied for an operator's license for the Village of Somers. Jamie Dodge's background check results showed violations within the past 5 years.

A copy of the results will be provided to each Board member in attendance. It is the Board's prerogative to invite her to attend the next meeting to answer any questions the Board might have.

**PRIOR ACTION TAKEN:**

None.

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

**Village Board Meeting  
Tentative Agenda  
Tuesday, Aug. 12, 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 July 22, Vouchers dated July 24, July 31, Aug. 4, & July ACH Payments, June Building Report, June Investment Statements
4	Correspondence: TBD
5	Citizens Comments: TBD
6	President and Trustee Comments
7	Motion to approve proposed Ordinances updates
8	Action on Request by Peter W & Laura E Parcenka, 8400 10th Place, Kenosha, WI 53171-0141 (Owner), for a Rezoning and Conditional Use Permit
9	<p>Action on Plan Commission Recommendations:</p> <ul style="list-style-type: none"> <li>a. Request by Peter W &amp; Laura E Parcenka, 8400 10th Place, Kenosha, WI 53171-0141 (Owner), for a Rezoning. <i>(For information only, this property is located on the northeast corner of County Highway S and the Canadian Pacific Railroad).</i></li> <li>b. Request by Peter W &amp; Laura E Parcenka, 8400 10th Place, Kenosha, WI 53171-0141 (Owner), for a Conditional Use Permit. <i>(For information only, this property is located on the northeast corner of County Highway S and the Canadian Pacific Railroad).</i></li> <li>c. Request by: Berwick Properties Inc, 4011 80th St, Kenosha, WI 53142 (Owner), Daniel Szczap, Bear Development, LLC, 4011 80th St., Kenosha, WI 53142 (Agent); requests an amendment to the land use plan map for the Village of Somers (Map 80) as adopted in the Multi-</li> </ul>

	Jurisdictional Comprehensive Plan for Kenosha County: 2035 from High-Density Residential to Medium-Density Residential, on Tax Parcel #s 82-4-222-151-0560, 82-4-222-151-0561, 82-4-222-151-0563, located in the NE 1/4 of Section 15, T2N, R22E, Village of Somers. <i>(For information use only, the property is East and South of the Pike Creek Lift Station.)</i>
10	Action on request for Final payment from Globe Contractors, Inc. in the amount of \$15,594.63 for work on the Public Utility Improvements for Golden Oil (Kenosha Travel Plaza)
11	Action on request for second payment from PTS Contractors, Inc. in the amount of \$88,056.00 for work on the Public Utility Improvements for Golden Oil (Somers Gateway Center)
12	Action on Tower Space Lease Agreement with Kenosha Cellular Telephone L.P. (U.S. Cellular)
13	Action on proposal for design engineering and project management related to the sanitary sewer rehabilitation project.
14	Action on 12th Street Water Main Project Engineering Agreement. This agreement provides engineering services to construct watermain on 12th Street east of 100th Avenue from 100th Avenue to Shoreland High School.
15	Action on amendment to the 2025 Capital Improvement Program (CIP) budget to support the completion of the 4th Street Culvert Replacement project, including construction and engineering expenses.)
16	Action on letter requesting Walmart install signs informing customers of the Village Ordinance addressing Shoplifting
17	Action on Operator's Licenses: Jamie Dodge
18	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the [ \_\_\_\_\_, 2025] Village Board Meeting & **Tentative** Agenda in 1 public place & on the Village website.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 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.**