

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

**Village Work Session  
Meeting Agenda (Amended)  
Tuesday, September 16, 2025  
4 p.m.**

<b>Village Board Work Session Meeting:</b>	
<b>Item #</b>	
1	Call to Order
2	President & Trustee Reports
3	Discuss proposed Somers 10-year Financial Plan
4	Discuss proposed preliminary Budget for 2026
5	Presentation and Discussion with Mueller Communications of the Option Assessment Report for the purpose of gathering information ahead of conducting a community survey for the possibility of a Public Safety Levy Limit Referendum
6	Discuss and review Resolution for Bear Development’s request to vacate a dedicated public right of way and release from Developer’s Agreement between Somers for the former Willow Creek Condominium project (Parcels 82-4-222-151-0560, 82-4-222-151-0561, 82-4-222-151-0563)
7	Review 2026 – 2028 Collective Bargaining Agreement with the Firefighter/EMT Employees, Local 4831-IAFF
8	<p>Motion to convene into closed session:</p> <ul style="list-style-type: none"> <li>a. 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, specifically possible Hotel Development.</li> <li>b. 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, specifically contracting for Legal Services.</li> </ul>

	(Roll call required)
9	Reconvene in Open Session (Roll call vote required)
10	The Village Board will not take action on items discussed in Closed Session.
11	Review tentative agenda for Village Board meeting on September 23, 2025
12	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the September 12, 2025 Village Work Session & Agenda in 1 public place & on the Village website.

Dated this 12<sup>th</sup> day of September , 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:** Sept. 16, 2025

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

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

**REVIEWED BY:** Jim Hurley, Village Administrator

**AGENDA ITEM:** #3 Discuss proposed Somers 10-year Financial Plan

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**BACKGROUND:**

On June 24, 2025, the Village Board directed Ehlers to update the 2023 Long-Range Financial Plan in conjunction with the 2026 budget, potential for a public safety referendum and some larger capital projects projected, the Village Board asked that the long-range financial plan begin as soon as possible.

Staff asked that the plan have a different format and forecasting timeline of 10 years. The new plan is a formal document that can be updated more effectively. It includes the Village and Town's capital improvement fund is set up and review our policy on use of reserves. The plan cost is \$10,500 to be funded by General fund reserves (\$5,250, Water 2,100, sewer \$2,100 and TIF \$950)

**UPDATE:**

Ehlers and Village Staff had several meetings to discuss projects and the new Financial Plan is ready to be reviewed by the Village Board.

**ATTACHMENTS:**

Ehlers 10-year Financial Plan



# Village of Somers Financial Management Plan – 2025 Update

September 16, 2025

# Overview

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# TID #1 Increment Calculation

Type of District	Industrial		Base Value	476,300
District Creation Date	August 11, 2015		Appreciation Factor	1.00%
Valuation Date	Jan 1,	2015	Base Tax Rate	\$15.23
Max Life (Years)	20		Rate Adjustment Factor	
Expenditure Period/Termination	15	8/11/2030	Tax Exempt Discount Rate	
Revenue Periods/Final Year	20	2036	Taxable Discount Rate	1.50%
Extension Eligibility/Years	Yes	3		
Eligible Recipient District	No			

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
							0
7	2021	7,128,700	2022	61,221,131	2023	\$15.23	909,045
8	2022	2,685,100	2023	63,906,231	2024	\$14.05	897,954
9	2023	26,499,700	2024	90,405,931	2025	\$13.01	1,175,839
10	2024	35,057,700	2025	904,059	2026	\$13.01	1,643,565
11	2025	0	2026	1,263,677	2027	\$13.01	1,660,000
12	2026	0	2027	1,276,314	2028	\$13.01	1,676,601
13	2027	0	2028	1,289,077	2029	\$13.01	1,693,367
14	2028	0	2029	1,301,968	2030	\$13.01	1,710,300
15	2029	0	2030	1,314,987	2031	\$13.01	1,727,403
16	2030	0	2031	1,328,137	2032	\$13.01	1,744,677
17	2031	0	2032	1,341,419	2033	\$13.01	1,762,124
18	2032	0	2033	1,354,833	2034	\$13.01	1,779,745
19	2033	0	2034	1,368,381	2035	\$13.01	1,797,543
20	2034	0	2035	1,382,065	2036	\$13.01	1,815,518
<b>Totals</b>		<b>123,834,000</b>		<b>15,754,547</b>		<b>Future Value of Increment</b>	<b>26,230,557</b>

Notes:

# TID 1 Cashflow Highlights

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- The TID has 5 debt obligations that run out through the end of the District's lifespan
- Development agreement that includes a \$5.25 million Municipal Revenue Obligation (MRO) to start repayment after the Village has recovered the principal balance of all existing debt
  - ✓ Current cash flow shows that in 2027 the Village will have a cumulative fund balance sufficient to repay the full principal balance outstanding and the Village can begin repaying the MRO. Estimated to be satisfied by the end of 2033
- 2033 is projected TID closure date

# TID #1 Cashflow

Year	Total Revenues	Total Expenditures	Principal Outstanding			Year
			Annual	Cumulative	Principal Outstanding	
2022	<b>1,959,407</b>	<b>1,452,432</b>	506,975	<b>3,946,748</b>	8,523,530	2022
2023	<b>1,289,081</b>	<b>690,831</b>	<b>598,250</b>	<b>4,265,793</b>	<b>8,078,530</b>	2023
2024	<b>1,311,925</b>	<b>704,077</b>	<b>607,848</b>	<b>4,873,641</b>	<b>7,603,530</b>	2024
2025	1,322,048	693,419	628,629	5,502,270	7,118,530	2025
2026	1,808,633	701,370	1,107,263	6,609,533	6,613,530	2026
2027	1,858,286	1,734,048	124,238	6,733,772	5,300,000	2027
2028	1,878,614	1,408,724	469,890	7,203,661	4,785,000	2028
2029	1,909,476	1,438,728	470,749	7,674,410	4,225,000	2029
2030	1,940,532	1,438,633	501,900	8,176,310	3,650,000	2030
2031	1,972,692	1,688,928	283,765	8,460,075	3,060,000	2031
2032	1,998,479	1,688,788	309,692	8,769,767	2,455,000	2032
2033	2,025,217	854,084	1,171,133	9,940,900	1,920,000	2033
2034	2,077,972	599,790	1,478,182	11,419,083	1,375,000	2034
2035	2,140,115	595,124	1,544,991	12,964,073	820,000	2035
2036	2,204,440	634,371	1,570,069	14,534,143	210,000	2036
2037	0	213,413	(213,413)	14,320,730		2037
Total	30,987,927	18,204,389				Total

# TID #2 Increment Calculation

Type of District	Mixed Use	
District Creation Date	September 30, 2015	
Valuation Date	Jan 1,	2015
Max Life (Years)	20	
Expenditure Period/Termination	15	9/30/2030
Revenue Periods/Final Year	20	2036
Extension Eligibility/Years	Yes	3
Eligible Recipient District	No	

Base Value	5,810,800
Appreciation Factor	1.00%
Base Tax Rate	\$15.23
Rate Adjustment Factor	
Tax Exempt Discount Rate	
Taxable Discount Rate	1.50%

**Apply to Base Value**

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	Tax Exempt NPV Calculation	Taxable NPV Calculation
	Tech College Ext.	0					0		
7	2021	-4,511,400	2022	83,080,791	2023	\$15.23	1,265,242	5,549,122	4,994,699
8	2022	7,291,700	2023	90,372,491	2024	\$14.05	1,269,834	6,818,956	6,088,874
9	2023	972,900	2024	91,345,391	2025	\$13.01	1,188,057	8,007,013	7,097,455
10	2024	53,926,900	2025	145,272,291	2026	\$13.01	1,889,442	9,896,456	8,677,761
11	2025	0	2026	1,452,723	2027	\$13.01	1,908,336	11,804,792	10,250,282
12	2026	0	2027	1,467,250	2028	\$13.01	1,927,420	13,732,212	11,815,056
13	2027	0	2028	1,481,923	2029	\$13.01	1,946,694	15,678,906	13,372,122
14	2028	0	2029	1,496,742	2030	\$13.01	1,966,161	17,645,067	14,921,518
15	2029	0	2030	1,511,709	2031	\$13.01	1,985,823	19,630,890	16,463,282
16	2030	0	2031	1,526,826	2032	\$13.01	2,005,681	21,636,570	17,997,450
17	2031	0	2032	1,542,095	2033	\$13.01	2,025,738	23,662,308	19,524,061
18	2032	0	2033	1,557,516	2034	\$13.01	2,045,995	25,708,303	21,043,152
19	2033	0	2034	1,573,091	2035	\$13.01	2,066,455	27,774,758	22,554,760
20	2034	0	2035	1,588,822	2036	\$13.01	2,087,120	29,861,878	24,058,921
<b>Totals</b>		<b>143,496,100</b>		<b>16,974,887</b>		<b>Future Value of Increment</b>	<b>29,861,878</b>		

# TID 2 Cashflow Highlights

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- The TID has 3 outstanding debt issues running through 2036
- TID will be in a position to close as soon as the end of 2026
  - ✓ 2027 closure year shown in the cash flow analysis and assumed in the financial management plan analysis
- Village will need to evaluate if any additional projects are undertaken within this District when determining if it will remain open beyond 2027

# TID #2 Cashflow

Year	Projected Revenues			Expenditures												Balances			Year	
	Tax Increments	Interest Earnings/ (Cost)	Total Revenues	G.O. Bond 2,025,000 Dated Date: 03/01/16			Taxable G.O. Bond 1,675,000 Dated Date: 11/28/18			Tax Increment Revenue Bond 3,515,000 Dated Date: 11/28/18			Professional Services Admin.			Total Expenditures	Annual	Cumulative		Principal Outstanding
				Principal	Est. Rate	Interest	Principal	Est. Rate	Interest	Principal	Est. Rate	Interest	Other	Services	Admin.					
2023	1,238,192	224,662	1,462,854	100,000	3.00%	42,069	100,000	3.450%	56,325	190,000	3.900%	147,553	1,622	16,348	12,668	666,584	796,270	2,891,612	5,810,000	2023
2024	1,244,877	386,250	1,631,127	105,000	2.00%	39,519	100,000	3.500%	52,850	200,000	3.900%	139,948	1,772	7,399	12,203	658,690	972,437	3,864,049	5,405,000	2024
2025	1,188,057	115,921	1,303,979	100,000	2.13%	37,406	100,000	3.800%	49,200	200,000	4.100%	131,948			9,190	627,744	676,235	4,540,284	5,005,000	2025
2026	1,889,442	136,209	2,025,651	115,000	2.13%	35,122	100,000	3.800%	45,400	200,000	4.100%	123,748			9,190	628,459	1,397,191	5,937,475	4,590,000	2026
2027	1,908,336	178,124	2,086,461	100,000	3.00%	32,400	100,000	4.000%	41,500	225,000	5.000%	114,023			9,190	622,113	1,464,348	7,401,823	4,165,000	2027
2028	1,927,420	222,055	2,149,475	100,000	3.00%	29,400	100,000	4.000%	37,500	250,000	5.000%	102,148			9,190	628,238	1,521,237	8,923,060	3,715,000	2028
2029	1,946,694	267,692	2,214,386	100,000	3.00%	26,400	100,000	4.375%	33,313	250,000	5.000%	89,648			9,190	608,550	1,605,836	10,528,896	3,265,000	2029
2030	1,966,161	315,867	2,282,028	125,000	3.00%	23,025	100,000	4.375%	28,938	250,000	4.700%	77,523			9,190	613,675	1,668,353	12,197,249	2,790,000	2030
2031	1,985,823	365,917	2,351,740	125,000	3.00%	19,275	100,000	4.375%	24,563	250,000	4.700%	65,773			9,190	593,800	1,757,940	13,955,189	2,315,000	2031
2032	2,005,681	418,656	2,424,337	125,000	3.00%	15,525	100,000	4.375%	20,188	250,000	4.850%	53,835			9,190	573,738	1,850,599	15,805,788	1,840,000	2032
2033	2,025,738	474,174	2,499,911	125,000	3.00%	11,775	100,000	4.500%	15,750	250,000	4.850%	41,710			9,190	553,425	1,946,486	17,752,275	1,365,000	2033
2034	2,045,995	532,568	2,578,563	125,000	3.00%	8,025	100,000	4.500%	11,250	250,000	4.850%	29,585			9,190	533,050	2,045,513	19,797,788	890,000	2034
2035	2,066,455	593,934	2,660,389	125,000	3.00%	4,275	100,000	4.500%	6,750	250,000	4.850%	17,460			9,190	512,675	2,147,714	21,945,501	415,000	2035
2036	2,087,120	658,365	2,745,485	80,000	3.00%	1,200	100,000	4.500%	2,250	235,000	4.850%	5,699			9,190	433,339	2,312,146	24,257,647	0	2036
<b>Total</b>	<b>29,778,166</b>	<b>4,942,106</b>	<b>34,720,272</b>	<b>2,025,000</b>		<b>648,517</b>	<b>1,675,000</b>		<b>682,140</b>	<b>3,515,000</b>		<b>1,775,151</b>	<b>4,916</b>	<b>38,336</b>	<b>144,341</b>	<b>11,308,401</b>				<b>Total</b>

Notes:  
1. Payments due to developer pursuant to the Phase I Market Square Apartments Developer Agreement.  
2. Interest earnings are based on an assumed 3.00% interest earnings rate.

Projected TID Closure

# TID #3 Increment Calculation

Type of District	Mixed Use		Base Value	1,779,800
District Creation Date	July 24, 2018		Appreciation Factor	0.00%
Valuation Date	Jan 1,	2018	Base Tax Rate	\$15.23
Max Life (Years)	20		Rate Adjustment Factor	
Expenditure Period/Termination	15	7/24/2033	Tax Exempt Discount Rate	
Revenue Periods/Final Year	20	2039	Taxable Discount Rate	1.50%
Extension Eligibility/Years	Yes	3		
Eligible Recipient District	No			

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
4 2021	1,660,100	2022	0	1,660,100	2023	\$15.23	25,282
5 2022	47,620,300	2023	0	49,280,400	2024	\$14.05	692,445
6 2023	64,144,700	2024	0	113,425,100	2025	\$13.01	1,475,231
7 2024	46,490,900	2025	0	159,916,000	2026	\$13.01	2,079,901
8 2025	0	2026	0	159,916,000	2027	\$13.01	2,079,901
9 2026	0	2027	0	159,916,000	2028	\$13.01	2,079,901
10 2027	0	2028	0	159,916,000	2029	\$13.01	2,079,901
11 2028	0	2029	0	159,916,000	2030	\$13.01	2,079,901
12 2029	0	2030	0	159,916,000	2031	\$13.01	2,079,901
13 2030	0	2031	0	159,916,000	2032	\$13.01	2,079,901
14 2031	0	2032	0	159,916,000	2033	\$13.01	2,079,901
15 2032	0	2033	0	159,916,000	2034	\$13.01	2,079,901
16 2033	0	2034	0	159,916,000	2035	\$13.01	2,079,901
17 2034	0	2035	0	159,916,000	2036	\$13.01	2,079,901
18 2035	0	2036	0	159,916,000	2037	\$13.01	2,079,901
19 2036	0	2037	0	159,916,000	2038	\$13.01	2,079,901
20 2037	0	2038	0	159,916,000	2039	\$13.01	2,079,901
<b>Totals</b>	<b>159,916,000</b>		<b>0</b>		<b>Future Value of Increment</b>		<b>31,311,574</b>

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

# TID #3 Cash Flow

Year	Projected Revenues			Expenditures							Balances			Year	
	Tax Increments	Developer Reimbursements	Total Revenues	G.O. Notes 1,100,000 Dated Date: 05/04/22			Capital Expenses	Tawani Infrastructure Escrow Deposit	Other	Admin.	Total Expenditures	Annual	Cumulative		Principal Outstanding
2023	25,282		25,282	-	-	4,972			30,766	27,061	62,799	(37,517)	(350,999)	134,076	2023
2024	692,444	2,054	694,498	-	-	3,949			16,187	20,787	40,923	653,575	302,576	134,076	2024
2025	1,475,231		1,475,231	-	-	3,949		1,000,000			1,003,949	471,282	773,858	134,076	2025
2026	2,079,901		2,079,901	-	-	3,949		1,500,000			1,503,949	575,952	1,349,810	134,076	2026
2027	2,079,901		2,079,901	134,076	3,150	2,112		1,500,000			1,636,188	443,713	1,793,523	0	2027
2028	2,079,901		2,079,901					1,750,000			1,750,000	329,901	2,123,424		2028
2029	2,079,901		2,079,901					1,750,000			1,750,000	329,901	2,453,326		2029
2030	2,079,901		2,079,901					1,110,430			1,110,430	969,471	3,422,797		2030
2031	2,079,901		2,079,901								0	2,079,901	5,502,698		2031
2032	2,079,901		2,079,901								0	2,079,901	7,582,599		2032
2033	2,079,901		2,079,901								0	2,079,901	9,662,501		2033
2034	2,079,901		2,079,901								0	2,079,901	11,742,402		2034
2035	2,079,901		2,079,901								0	2,079,901	13,822,303		2035
2036	2,079,901		2,079,901								0	2,079,901	15,902,204		2036
2037	2,079,901		2,079,901								0	2,079,901	17,982,106		2037
2038	2,079,901		2,079,901								0	2,079,901	20,062,007		2038
2039	2,079,901		2,079,901								0	2,079,901	22,141,908		2039
Total	31,334,996	479,637	32,000,005	134,076		18,931	680,420	8,610,430	72,789	70,598	9,587,244				Total

Notes:

1. The total Village repayment to Tawani by 2031 is equal to=

5,720,462	TIDs 3 & 6 assigned portion
3,839,968	Deferred Assessment portion
<u>9,560,430</u>	

Projected TID Closure

This total cost is shared between TIDs 3 and 6, and as of 2025 deposited into an escrow account as a set aside to repay the obligation in 2031. As of 2025, TID 6 is estimated to contribute \$950,000 by the end of 2030.

# TID #4 Increment Calculation

Type of District	Mixed Use		Base Value	1,767,500	<b>Apply to Base Value</b>
District Creation Date	July 24, 2018		Appreciation Factor	0.00%	
Valuation Date	Jan 1,	2018	Base Tax Rate	\$15.23	
Max Life (Years)	20		Rate Adjustment Factor		
Expenditure Period/Termination	15	7/24/2033	Tax Exempt Discount Rate		
Revenue Periods/Final Year	20	2039	Taxable Discount Rate	1.50%	
Extension Eligibility/Years	Yes	3			
Eligible Recipient District	No				

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	Tax Exempt NPV Calculation	Taxable NPV Calculation	
							0			
4	2021	41,117,300	2022	0	41,117,300	2023	\$15.23	626,177	626,177	572,666
5	2022	1,388,100	2023	0	42,505,400	2024	\$14.05	597,248	1,223,426	1,110,802
6	2023	-4,094,700	2024	0	38,410,700	2025	\$13.01	499,578	1,723,003	1,554,283
7	2024	21,595,700	2025	0	60,006,400	2026	\$13.01	780,456	2,503,459	2,236,864
8	2025	0	2026	0	60,006,400	2027	\$13.01	780,456	3,283,915	2,909,357
9	2026	0	2027	0	60,006,400	2028	\$13.01	780,456	4,064,371	3,571,912
10	2027	0	2028	0	60,006,400	2029	\$13.01	780,456	4,844,827	4,224,675
11	2028	0	2029	0	60,006,400	2030	\$13.01	780,456	5,625,283	4,867,792
12	2029	0	2030	0	60,006,400	2031	\$13.01	780,456	6,405,739	5,501,405
13	2030	0	2031	0	60,006,400	2032	\$13.01	780,456	7,186,195	6,125,654
14	2031	0	2032	0	60,006,400	2033	\$13.01	780,456	7,966,651	6,740,677
15	2032	0	2033	0	60,006,400	2034	\$13.01	780,456	8,747,106	7,346,612
16	2033	0	2034	0	60,006,400	2035	\$13.01	780,456	9,527,562	7,943,591
17	2034	0	2035	0	60,006,400	2036	\$13.01	780,456	10,308,018	8,531,749
18	2035	0	2036	0	60,006,400	2037	\$13.01	780,456	11,088,474	9,111,214
19	2036	0	2037	0	60,006,400	2038	\$13.01	780,456	11,868,930	9,682,116
20	2037	0	2038	0	60,006,400	2039	\$13.01	780,456	12,649,386	10,244,581
<b>Totals</b>		<b>60,006,400</b>		<b>0</b>		<b>Future Value of Increment</b>	<b>12,649,386</b>			

**Notes:**

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

# TID #4 Cash Flow Analysis

Year	Projected Revenues				Expenditures				Balances			Year
	Tax Increments	Interest Earnings/ (Cost)	Developer Rembursement	Total Revenues	MRO - Ravine Park	Other	Admin.	Total Expenditures	Annual	Cumulative	Principal Outstanding	
<b>2022</b>	<b>688,596</b>		<b>8,133</b>	<b>696,729</b>		<b>13,197</b>	<b>266,952</b>	<b>280,149</b>	<b>416,580</b>	<b>329,055</b>		<b>2022</b>
<b>2023</b>	<b>626,177</b>			<b>626,177</b>		<b>4,478</b>	<b>267,355</b>	<b>271,833</b>	<b>354,344</b>	<b>683,399</b>		<b>2023</b>
<b>2024</b>	<b>597,248</b>			<b>597,248</b>	<b>122,862</b>	<b>11,441</b>	<b>140,984</b>	<b>275,287</b>	<b>321,961</b>	<b>1,005,360</b>		<b>2024</b>
2025	499,578			499,578	324,150		9,500	333,650	165,928	1,171,288		2025
2026	780,456			780,456	324,150		9,500	333,650	446,806	1,618,094		2026
2027	780,456			780,456	324,150		9,500	333,650	446,806	2,064,899		2027
2028	780,456			780,456	324,150		9,500	333,650	446,806	2,511,705		2028
2029	780,456			780,456	442,037		9,500	451,537	328,919	2,840,624		2029
2030	780,456			780,456	128,464		9,500	137,964	642,492	3,483,116		2030
2031	780,456			780,456			9,500	9,500	770,956	4,254,072		2031
2032	780,456			780,456			9,500	9,500	770,956	5,025,028		2032
2033	780,456			780,456			9,500	9,500	770,956	5,795,984		2033
2034	780,456			780,456			9,500	9,500	770,956	6,566,940		2034
2035	780,456			780,456			9,500	9,500	770,956	7,337,896		2035
2036	780,456			780,456			9,500	9,500	770,956	8,108,852		2036
2037	780,456			780,456			9,500	9,500	770,956	8,879,807		2037
2038	780,456			780,456			9,500	9,500	770,956	9,650,763		2038
2039	780,456			780,456			9,500	9,500	770,956	10,421,719		2039
<b>Total</b>	<b>13,337,982</b>	<b>0</b>	<b>8,133</b>	<b>13,346,115</b>	<b>1,989,963</b>	<b>29,116</b>	<b>817,791</b>	<b>2,836,870</b>				<b>Total</b>

Notes:

Projected TID Closure

# TID #5 Increment Calculation

Type of District	Mixed Use	
District Creation Date	July 24, 2018	
Valuation Date	Jan 1,	2018
Max Life (Years)	20	
Expenditure Period/Termination	15	7/24/2033
Revenue Periods/Final Year	20	2039
Extension Eligibility/Years	Yes	3
Eligible Recipient District	No	

Base Value	1,148,400
Appreciation Factor	0.00%
Base Tax Rate	\$15.23
Rate Adjustment Factor	
Tax Exempt Discount Rate	
Taxable Discount Rate	1.50%

**Apply to Base Value**

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	Tax Exempt NPV Calculation	Taxable NPV Calculation
4	2021 397,900	2022	0	397,900	2023	\$15.23	6,060	6,060	5,542
5	2022 314,200	2023	0	712,100	2024	\$14.05	10,006	16,065	14,557
6	2023 9,947,000	2024	0	10,659,100	2025	\$13.01	138,635	154,700	137,625
7	2024 13,062,900	2025	0	23,722,000	2026	\$13.01	308,533	463,233	407,466
8	2025 15,000,000	2026	0	38,722,000	2027	\$13.01	503,627	966,860	841,424
9	2026 13,000,000	2027	0	51,722,000	2028	\$13.01	672,707	1,639,567	1,412,508
10	2027 0	2028	0	51,722,000	2029	\$13.01	672,707	2,312,274	1,975,151
11	2028 0	2029	0	51,722,000	2030	\$13.01	672,707	2,984,982	2,529,480
12	2029 0	2030	0	51,722,000	2031	\$13.01	672,707	3,657,689	3,075,617
13	2030 0	2031	0	51,722,000	2032	\$13.01	672,707	4,330,396	3,613,683
14	2031 0	2032	0	51,722,000	2033	\$13.01	672,707	5,003,103	4,143,797
15	2032 0	2033	0	51,722,000	2034	\$13.01	672,707	5,675,810	4,666,077
16	2033 0	2034	0	51,722,000	2035	\$13.01	672,707	6,348,518	5,180,639
17	2034 0	2035	0	51,722,000	2036	\$13.01	672,707	7,021,225	5,687,596
18	2035 0	2036	0	51,722,000	2037	\$13.01	672,707	7,693,932	6,187,061
19	2036 0	2037	0	51,722,000	2038	\$13.01	672,707	8,366,639	6,679,145
20	2037 0	2038	0	51,722,000	2039	\$13.01	672,707	9,039,347	7,163,957
<b>Totals</b>	<b>51,722,000</b>		<b>0</b>		<b>Future Value of Increment</b>		<b>9,039,347</b>		

**Notes:**

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

# TID #5 Cash Flow Analysis

Year	Projected Revenues			Expenditures				Balances			Year	
	Tax Increments	Developer Rembursements	Total Revenues	Municipal Revenue Obligation 5,000,000 Dated Date: Principal	Other	Prof. Services	Admin.	Total Expenditures	Annual	Cumulative		Principal Outstanding
2022	447	42,150	42,597		40,076	10,338	18,230	68,644	(26,047)	(83,295)		2022
2023	6,060		6,060			21,735	20,070	41,805	(35,745)	(119,040)		2023
2024	10,006	43,858	53,864		150	63,536	23,037	86,723	(32,859)	(151,900)		2024
2025	138,635		138,635				9,500	9,500	129,135	(22,765)		2025
2026	308,533		308,533	291,132			9,500	300,632	7,901	(14,864)		2026
2027	503,627		503,627	494,127			9,500	503,627	0	(14,864)		2027
2028	672,707		672,707	663,207			9,500	672,707	0	(14,864)		2028
2029	672,707		672,707	663,207			9,500	672,707	0	(14,864)		2029
2030	672,707		672,707	663,207			9,500	672,707	0	(14,864)		2030
2031	672,707		672,707	663,207			9,500	672,707	0	(14,864)		2031
2032	672,707		672,707	663,207			9,500	672,707	0	(14,864)		2032
2033	672,707		672,707	663,207			9,500	672,707	0	(14,864)		2033
2034	672,707		672,707	235,498			9,500	244,998	427,710	412,845		2034
2035	672,707		672,707				9,500	9,500	663,207	1,076,053		2035
2036	672,707		672,707				9,500	9,500	663,207	1,739,260		2036
2037	672,707		672,707				9,500	9,500	663,207	2,402,467		2037
2038	672,707		672,707				9,500	9,500	663,207	3,065,674		2038
2039	672,707		672,707				9,500	9,500	663,207	3,728,882		2039
Total	9,039,794	86,008	9,125,802	5,000,000	0	40,226	95,609	203,837	5,339,672			Total

# TID #6 Increment Calculation

Type of District	Mixed Use	
District Creation Date	July 24, 2018	
Valuation Date	Jan 1,	2018
Max Life (Years)	20	
Expenditure Period/Termination	15	7/24/2033
Revenue Periods/Final Year	20	2039
Extension Eligibility/Years	Yes	3
Eligible Recipient District	No	

Base Value	2,894,000
Appreciation Factor	1.00%
Base Tax Rate	\$15.23
Rate Adjustment Factor	
Tax Exempt Discount Rate	
Taxable Discount Rate	1.50%

**Apply to Base Value**

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	Tax Exempt NPV Calculation	Taxable NPV Calculation
							0		
4	2021	1,002,400	2022	0	1,002,400	2023	\$15.23	15,266	13,961
5	2022	4,385,000	2023	0	5,387,400	2024	\$14.05	75,699	82,168
6	2023	4,121,900	2024	0	9,509,300	2025	\$13.01	123,680	191,960
7	2024	10,626,800	2025	0	20,136,100	2026	\$13.01	261,894	421,011
8	2025	0	2026	201,361	20,337,461	2027	\$13.01	264,513	648,933
9	2026	0	2027	203,375	20,540,836	2028	\$13.01	267,158	875,733
10	2027	0	2028	205,408	20,746,244	2029	\$13.01	269,830	1,101,415
11	2028	0	2029	207,462	20,953,706	2030	\$13.01	272,528	1,325,986
12	2029	0	2030	209,537	21,163,243	2031	\$13.01	275,254	1,549,450
13	2030	0	2031	211,632	21,374,876	2032	\$13.01	278,006	1,771,814
14	2031	0	2032	213,749	21,588,625	2033	\$13.01	280,786	1,993,082
15	2032	0	2033	215,886	21,804,511	2034	\$13.01	283,594	2,213,261
16	2033	0	2034	218,045	22,022,556	2035	\$13.01	286,430	2,432,354
17	2034	0	2035	220,226	22,242,782	2036	\$13.01	289,294	2,650,369
18	2035	0	2036	222,428	22,465,209	2037	\$13.01	292,187	2,867,309
19	2036	0	2037	224,652	22,689,861	2038	\$13.01	295,109	3,083,181
20	2037	0	2038	226,899	22,916,760	2039	\$13.01	298,060	4,129,290
<b>Totals</b>		<b>20,136,100</b>		<b>2,780,660</b>		<b>Future Value of Increment</b>	<b>4,129,290</b>		

**Notes:**

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

# TID #6 Cash Flow Analysis

Year	Projected Revenues				Expenditures								Balances			Year	
	Tax Increments	Debt Proceeds	Developer Reimbursements	Total Revenues	Dated Date: Principal	G.O. Note 1,100,000 05/04/22 Est. Rate Interest	Developer Grant - Tawani	Capital Expenses	Tawani Infrastructure Escrow Deposit	Prof. Services	Admin.	Total Expenditures	Annual	Cumulative	Principal Outstanding		
2023	15,266	497,319		512,585	-	-	5,836	141,866	103,884		18,474	21,456	291,516	221,069	204,907	157,394	2023
2024	75,698		683	76,381	-	-	4,636			10,190	19,819	34,645	41,736	246,643	157,394	2024	
2025	123,680			123,680	-	-	4,958				9,500	14,458	109,222	355,865	157,394	2025	
2026	261,894			261,894	-	-	4,958				9,500	214,458	47,436	403,301	157,394	2026	
2027	264,513			264,513	157,394	3.150	2,479				9,500	169,373	95,140	498,442	0	2027	
2028	267,158			267,158							9,500	259,500	7,658	506,100		2028	
2029	269,830			269,830							9,500	259,500	10,330	516,430		2029	
2030	272,528			272,528							9,500	259,500	13,028	529,459		2030	
2031	275,254			275,254							9,500	9,500	265,754	795,212		2031	
2032	278,006			278,006							9,500	9,500	268,506	1,063,718		2032	
2033	280,786			280,786							9,500	9,500	271,286	1,335,005		2033	
2034	283,594			283,594							9,500	9,500	274,094	1,609,099		2034	
2035	286,430			286,430							9,500	9,500	276,930	1,886,029		2035	
2036	289,294			289,294							9,500	9,500	279,794	2,165,823		2036	
2037	292,187			292,187							9,500	9,500	282,687	2,448,510		2037	
2038	295,109			295,109							9,500	9,500	285,609	2,734,119		2038	
2039	298,060			298,060							9,500	9,500	288,560	3,022,680		2039	
<b>Total</b>	<b>4,143,693</b>	<b>497,319</b>	<b>13,606</b>	<b>6,900,297</b>	<b>157,394</b>		<b>22,867</b>	<b>141,866</b>	<b>1,400,939</b>	<b>950,000</b>	<b>53,828</b>	<b>206,525</b>	<b>2,933,419</b>			<b>Total</b>	

Notes:

1. The total Village repayment to Tawani by 2031 is equal to=

5,720,462	TIDs 3 & 6 assigned portion
<u>3,839,968</u>	Deferred Assessment portion
9,560,430	

Projected TID Closure

This cost is shared between TIDs 3 and 6, and as of 2025 deposited into an escrow account as a set aside to repay the obligation in 2031. As of 2025, TID 6 is estimated to contribute \$8,610,430 by the end of 2030.

# Equalized Value - TID In

I. Five-Year Historical TID IN Growth by Category (Data Per Wis. Dept. of Revenue)										
Valuation Year	Budget Year	Historical TID IN Equalized Value		Economic Change		New Construction		Other & Personal Property		
2021	2022	1,021,021,500								
2022	2023	1,155,365,200	13.16%	129,846,900	12.72%	13,738,700	1.35%	(9,241,900)	-0.91%	
2023	2024	1,311,111,600	13.48%	67,025,000	5.80%	87,506,800	7.57%	1,214,600	0.11%	
2024	2025	1,583,579,000	20.78%	104,375,100	7.96%	176,000,000	13.42%	(7,907,700)	-0.60%	
2025	2026	1,738,777,400	9.80%	90,767,900	5.73%	14,429,500	0.91%	50,001,000	3.16%	
<b>AVERAGE CHANGE</b>			<b>14.30%</b>	<b>98,003,725</b>	<b>8.05%</b>	<b>72,918,750</b>	<b>5.81%</b>	<b>8,516,500</b>	<b>0.44%</b>	

V. Projection of TID IN Equalized Value										
Valuation Year	Budget Year	Projected TID IN Equalized Value		Annual Growth		Manual Adjustment				
2026	2027	1,808,328,496	4.00%			69,551,096	4.00%			0.00%
2027	2028	1,880,661,636	4.00%			72,333,140	4.00%			0.00%
2028	2029	1,955,888,101	4.00%			75,226,465	4.00%			0.00%
2029	2030	2,034,123,625	4.00%			78,235,524	4.00%			0.00%
2030	2031	2,115,488,570	4.00%			81,364,945	4.00%			0.00%
2031	2032	2,200,108,113	4.00%			84,619,543	4.00%			0.00%
2032	2033	2,288,112,438	4.00%			88,004,325	4.00%			0.00%
2033	2034	2,379,636,935	4.00%			91,524,498	4.00%			0.00%
2034	2035	2,474,822,413	4.00%			95,185,477	4.00%			0.00%

# Equalized Value - TID Out

II. Five-Year Historical TID OUT Growth by Category (Data Per Wis. Dept. of Revenue - Breakdown Assumes Same Ratios as TID IN)										
Valuation Year	Budget Year	Historical TID OUT Equalized Value		Economic Change		New Construction		Other & Personal Property		
2021	2022	840,412,400								
2022	2023	965,622,900	14.90%	121,019,410	14.40%	12,804,690	1.52%	-8,613,600	-1.02%	
2023	2024	1,056,883,300	9.45%	39,273,642	4.07%	51,275,057	5.31%	711,701	0.07%	
2024	2025	1,227,664,500	16.16%	65,421,789	6.19%	110,315,917	10.44%	-4,956,507	-0.47%	
2025	2026	1,197,758,400	-2.44%	-17,490,605	-1.42%	-4,754,215	-0.23%	-103,630,403	-0.78%	
<b>AVERAGE CHANGE</b>			<b>9.52%</b>	<b>52,056,059</b>	<b>5.81%</b>	<b>42,410,363</b>	<b>4.26%</b>	<b>-29,122,202</b>	<b>-0.55%</b>	

III. Projection of TID OUT Equalized Value										
Valuation Year	Budget Year	Projected TID OUT Equalized Value		Annual Growth		TID Closure or Other Adjustment				
2026	2027	1,233,691,152	3.00%			35,932,752	3.00%	0	0.00%	
2027	2028	1,414,197,987	14.63%			37,010,735	3.00%	143,496,100	11.63%	
2028	2029	1,456,623,926	3.00%			42,425,940	3.00%	0	0.00%	
2029	2030	1,500,322,644	3.00%			43,698,718	3.00%	0	0.00%	
2030	2031	1,545,332,323	3.00%			45,009,679	3.00%	0	0.00%	
2031	2032	1,591,692,293	3.00%			46,359,970	3.00%	0	0.00%	
2032	2033	1,639,443,062	3.00%			47,750,769	3.00%	0	0.00%	
2033	2034	1,812,460,354	10.55%			49,183,292	3.00%	123,834,000	7.55%	
2034	2035	1,866,834,164	3.00%			54,373,811	3.00%	0	0.00%	

# Debt Profile – Base Case

Year Ending	Existing Debt												Annual Taxes \$350,000 Home	Year Ending
	Total G.O. Debt Payments	G. O. Debt Expense	Less: TID 1	Less: TID 2	Less: TID 3	Less: TID 6	Less: Wastewater	Less: Water	Misc	Net Tax Levy	Equalized Value (TID OUT)	Tax Rate Per \$1,000		
2025	3,107,765	5,568	(468,585)	(286,606)	(4,223)	(4,958)	(902,575)	(412,044)	(5,390)	1,028,952	1,227,664,500	\$0.84	\$293.35	2025
2026	3,120,077	5,568	(480,886)	(295,522)	(4,223)	(4,958)	(875,604)	(396,539)		1,067,912	1,197,758,400	\$0.89	\$312.06	2026
2027	3,363,700	5,568	(1,262,989)	(273,900)	(136,188)	(159,873)	(476,732)	(177,037)		882,549	1,233,691,152	\$0.72	\$250.38	2027
2028	1,564,290	5,568	(438,015)	(266,900)			(151,300)			713,643	1,414,197,987	\$0.50	\$176.62	2028
2029	1,509,406	5,568	(464,419)	(259,713)			(153,650)			637,193	1,456,623,926	\$0.44	\$153.11	2029
2030	1,523,161	5,568	(465,174)	(276,963)			(150,950)			635,643	1,500,322,644	\$0.42	\$148.28	2030
2031	1,371,956	5,568	(465,644)	(268,838)			(153,200)			489,843	1,545,332,323	\$0.32	\$110.94	2031
2032	1,348,441	5,568	(465,829)	(260,713)			(155,350)			472,118	1,591,692,293	\$0.30	\$103.81	2032
2033	1,247,025	5,568	(381,600)	(252,525)			(152,450)			466,018	1,639,443,062	\$0.28	\$99.49	2033
2034	858,425	5,568	(378,050)	(244,275)			(154,500)			87,168	1,812,460,354	\$0.05	\$16.83	2034
2035	842,125	5,568	(374,400)	(236,025)			(151,500)			85,768	1,866,834,164	\$0.05	\$16.08	2035
2036	677,225	5,568	(410,025)	(183,450)						89,318	1,922,839,189	\$0.05	\$16.26	2036
2037	82,250	5,568								87,818	1,980,524,365	\$0.04	\$15.52	2037
2038	80,750	5,568								86,318	2,039,940,096	\$0.04	\$14.81	2038
2039	84,200	5,568								89,768	2,101,138,299	\$0.04	\$14.95	2039
2040	82,600	5,568								88,168	2,164,172,448	\$0.04	\$14.26	2040
2041	90,900	5,568								96,468	2,229,097,621	\$0.04	\$15.15	2041
Total	17,846,532	89,088	(5,587,030)	(2,818,822)	(140,412)	(164,831)	(2,575,235)	(573,577)	0	6,075,714				Total

**Notes:**

**Legend:**

Represents +/- 25% Change over previous year

# CIP & Borrowing Plan Summary

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- 2 Capital Funding Plan Scenarios
  - ✓ Scenario 1: Assumes borrowing generally every two years for all projects in the CIP through 2035
  - ✓ Scenario 2: Same borrowing schedule as scenario 1, but assumes DPW capital equipment is funded through one-time development contributions
- Exception to two-year borrowings:
  - ✓ Fire station 2 in 2027 - \$12 million
  - ✓ Public Works Building Replacement in 2032 - \$8.5 million

# CIP & Borrowing Plan Summary – Scenario 1

Debt Obligations	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Totals
2026 G.O. Notes	1,970,000	0	0	0	0	0	0	0	0	0	1,970,000
2027 G.O. Notes	0	13,369,000	1,380,000	0	0	0	0	0	0	0	14,749,000
2029 G.O. Notes	0	0	0	1,204,000	193,000	0	0	0	0	0	1,397,000
2031 G.O. Notes	0	0	0	0	0	1,445,000	0	0	0	0	1,445,000
2032 G.O. Notes	0	0	0	0	0	0	9,095,000	660,000	645,000	215,000	10,615,000
<b>Total</b>	<b>1,970,000</b>	<b>13,369,000</b>	<b>1,380,000</b>	<b>1,204,000</b>	<b>193,000</b>	<b>1,445,000</b>	<b>9,095,000</b>	<b>660,000</b>	<b>645,000</b>	<b>215,000</b>	<b>30,176,000</b>

Debt Repayment Source	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Totals
Tax Levy	1,970,000	13,369,000	1,380,000	1,204,000	193,000	1,445,000	9,095,000	660,000	645,000	215,000	30,176,000
<b>Total</b>	<b>1,970,000</b>	<b>13,369,000</b>	<b>1,380,000</b>	<b>1,204,000</b>	<b>193,000</b>	<b>1,445,000</b>	<b>9,095,000</b>	<b>660,000</b>	<b>645,000</b>	<b>215,000</b>	<b>30,176,000</b>

Department/Activity	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Totals
Paving	779,000	414,000	425,000	304,000	0	0	0	0	0	0	1,922,000
Public Works	209,000	455,000	725,000	350,000	133,000	100,000	8,600,000	95,000	300,000	120,000	11,087,000
Parks	100,000	0	0	0	0	0	0	0	0	0	100,000
Fire Department	882,000	12,500,000	230,000	550,000	60,000	1,345,000	495,000	565,000	345,000	95,000	17,067,000
<b>Total</b>	<b>1,970,000</b>	<b>13,369,000</b>	<b>1,380,000</b>	<b>1,204,000</b>	<b>193,000</b>	<b>1,445,000</b>	<b>9,095,000</b>	<b>660,000</b>	<b>645,000</b>	<b>215,000</b>	<b>30,176,000</b>

# CIP & Borrowing Plan Summary – Scenario 2

Sources of Funding	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Totals
G.O. Debt	1,761,000	12,914,000	655,000	854,000	60,000	1,345,000	8,995,000	565,000	345,000	95,000	27,589,000
Funds on Hand	209,000	455,000	725,000	350,000	133,000	100,000	100,000	95,000	300,000	120,000	2,587,000
<b>Total</b>	<b>1,970,000</b>	<b>13,369,000</b>	<b>1,380,000</b>	<b>1,204,000</b>	<b>193,000</b>	<b>1,445,000</b>	<b>9,095,000</b>	<b>660,000</b>	<b>645,000</b>	<b>215,000</b>	<b>30,176,000</b>

Debt Obligations	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Totals
2026 G.O. Notes	1,761,000	0	0	0	0	0	0	0	0	0	1,761,000
2027 G.O. Notes	0	12,914,000	655,000	0	0	0	0	0	0	0	13,569,000
2029 G.O. Notes	0	0	0	854,000	60,000	0	0	0	0	0	914,000
2031 G.O. Notes	0	0	0	0	0	1,345,000	0	0	0	0	1,345,000
2032 G.O. Notes	0	0	0	0	0	0	8,995,000	565,000	345,000	95,000	10,000,000
<b>Total</b>	<b>1,761,000</b>	<b>12,914,000</b>	<b>655,000</b>	<b>854,000</b>	<b>60,000</b>	<b>1,345,000</b>	<b>8,995,000</b>	<b>565,000</b>	<b>345,000</b>	<b>95,000</b>	<b>27,589,000</b>

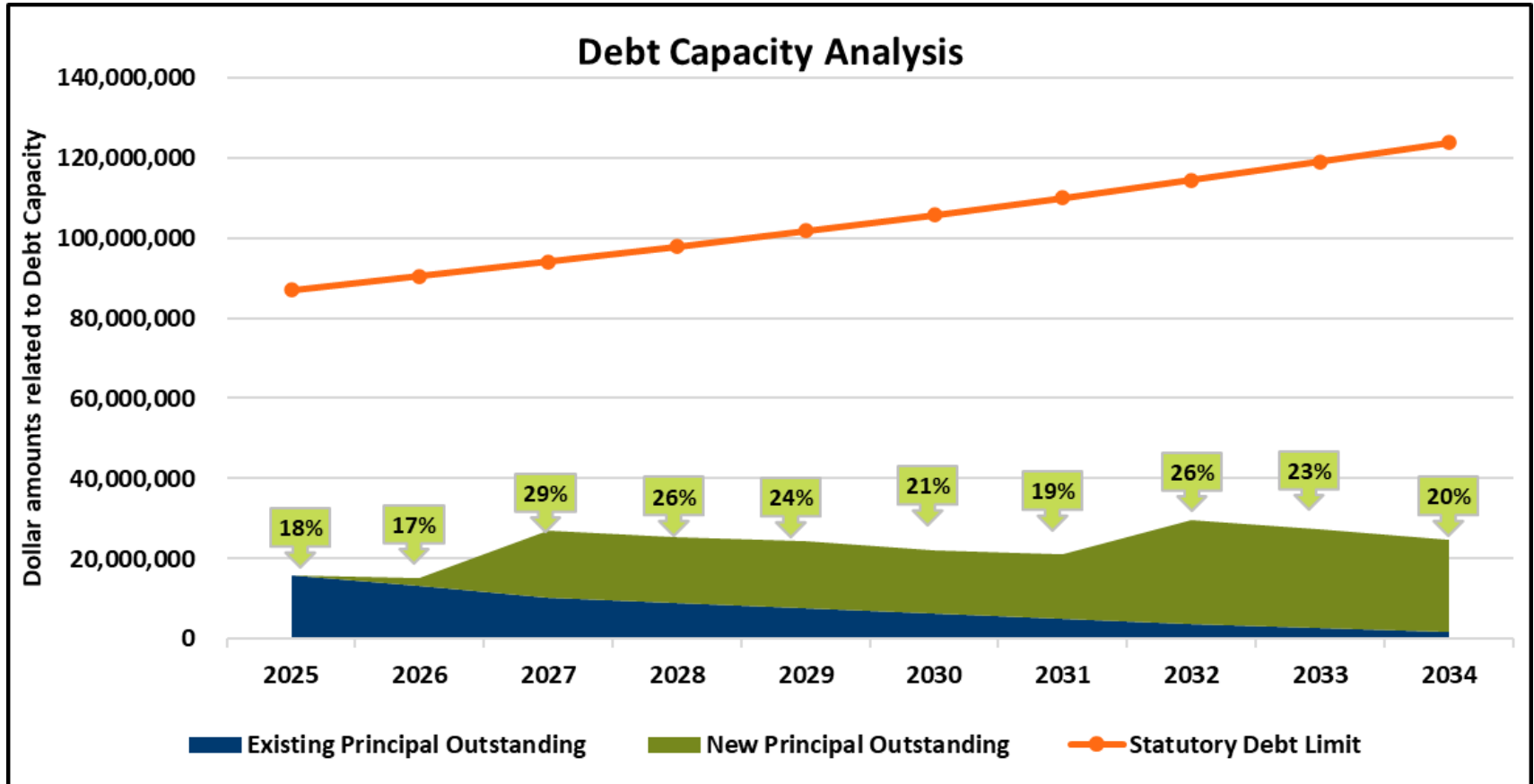
Debt Repayment Source	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Totals
Tax Levy	1,761,000	12,914,000	655,000	854,000	60,000	1,345,000	8,995,000	565,000	345,000	95,000	27,589,000
<b>Total</b>	<b>1,970,000</b>	<b>13,369,000</b>	<b>1,380,000</b>	<b>1,204,000</b>	<b>193,000</b>	<b>1,445,000</b>	<b>9,095,000</b>	<b>660,000</b>	<b>645,000</b>	<b>215,000</b>	<b>30,176,000</b>

Department/Activity	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Totals
Paving	779,000	414,000	425,000	304,000	0	0	0	0	0	0	1,922,000
Public Works	209,000	455,000	725,000	350,000	133,000	100,000	8,600,000	95,000	300,000	120,000	11,087,000
Parks	100,000	0	0	0	0	0	0	0	0	0	100,000
Fire Department	882,000	12,500,000	230,000	550,000	60,000	1,345,000	495,000	565,000	345,000	95,000	17,067,000
<b>Total</b>	<b>1,970,000</b>	<b>13,369,000</b>	<b>1,380,000</b>	<b>1,204,000</b>	<b>193,000</b>	<b>1,445,000</b>	<b>9,095,000</b>	<b>660,000</b>	<b>645,000</b>	<b>215,000</b>	<b>30,176,000</b>

# CIP – Est. Property Tax Impact Scenario 1

Year Ending	Existing Debt			Levy and Tax Rate						Year Ending
	Net Tax Levy	Equalized Value (TID OUT)	Tax Rate Per \$1,000	Total CIP Estimated Principal and Interest Pymts	Total	Total Tax	Levy Change	Tax on a	Change on a	
					Net Debt Service Levy	Rate for Debt Service	from Prior Year	\$350,000 Property	\$350,000 Property	
2026	1,067,912	1,197,758,400	\$0.89	0	1,067,912	\$0.89		\$312		2026
2027	882,549	1,233,691,152	\$0.72	233,304	1,115,854	\$0.90	47,941	317	\$5	2027
2028	713,643	1,414,197,987	\$0.50	824,948	1,538,591	\$1.09	422,737	381	64	2028
2029	637,193	1,456,623,926	\$0.44	1,320,136	1,957,329	\$1.34	418,738	470	90	2029
2030	635,643	1,500,322,644	\$0.42	1,320,119	1,955,762	\$1.30	(1,567)	456	(14)	2030
2031	489,843	1,545,332,323	\$0.32	1,463,160	1,953,003	\$1.26	(2,759)	442	(14)	2031
2032	472,118	1,591,692,293	\$0.30	1,484,195	1,956,313	\$1.23	3,310	430	(12)	2032
2033	466,018	1,639,443,062	\$0.28	1,479,765	2,255,783	\$1.38	299,470	482	51	2033
2034	87,168	1,812,460,354	\$0.05	2,470,473	2,557,641	\$1.41	301,858	494	12	2034
2035	85,768	1,866,834,164	\$0.05	2,773,036	2,858,804	\$1.53	301,163	536	42	2035
2036	89,318	1,922,839,189	\$0.05	2,470,279	2,559,597	\$1.33	(299,207)	466	(70)	2036
2037	87,818	1,980,524,365	\$0.04	2,278,620	2,366,438	\$1.19	(193,159)	418	(48)	2037
2038	86,318	2,039,940,096	\$0.04	2,252,024	2,338,342	\$1.15	(28,096)	401	(17)	2038
2039	89,768	2,101,138,299	\$0.04	2,214,063	2,303,831	\$1.10	(34,511)	384	(17)	2039
2040	88,168	2,164,172,448	\$0.04	1,930,576	2,018,744	\$0.93	(285,086)	326	(57)	2040
2041	96,468	2,229,097,621	\$0.04	1,764,505	1,860,973	\$0.83	(157,771)	292	(34)	2041
2042	0	2,295,970,550	\$0.00	1,720,483	1,720,483	\$0.75	(140,491)	262	(30)	2042
2043	0	2,364,849,666	\$0.00	1,629,701	1,629,701	\$0.69	(90,781)	241	(21)	2043
2044	0	2,435,795,156	\$0.00	1,472,779	1,472,779	\$0.60	(156,923)	212	(30)	2044
2045	0	2,508,869,011	\$0.00	1,448,535	1,448,535	\$0.58	(24,244)	202	(10)	2045
2046	0	2,584,135,081	\$0.00	1,424,156	1,424,156	\$0.55	(24,379)	193	(9)	2046
2047	0	2,661,659,134	\$0.00	1,287,088	1,287,088	\$0.48	(137,069)	169	(24)	2047
2048	0	2,741,508,908	\$0.00	525,371	525,371	\$0.19	(761,716)	67	(102)	2048
2049	0	2,823,754,175	\$0.00	505,579	505,579	\$0.18	(19,793)	63	(4)	2049
2050	0	2,908,466,800	\$0.00	485,678	485,678	\$0.17	(19,901)	58	(4)	2050
2051	0	2,995,720,804	\$0.00	465,559	465,559	\$0.16	(20,119)	54	(4)	2051
2052	0	3,085,592,428	\$0.00	445,223	445,223	\$0.14	(20,336)	51	(4)	2052
2053	0	3,178,160,201	\$0.00	0	0	\$0.00	(445,223)	0	(51)	2053
Total	6,075,714			37,999,351	44,075,065					Total

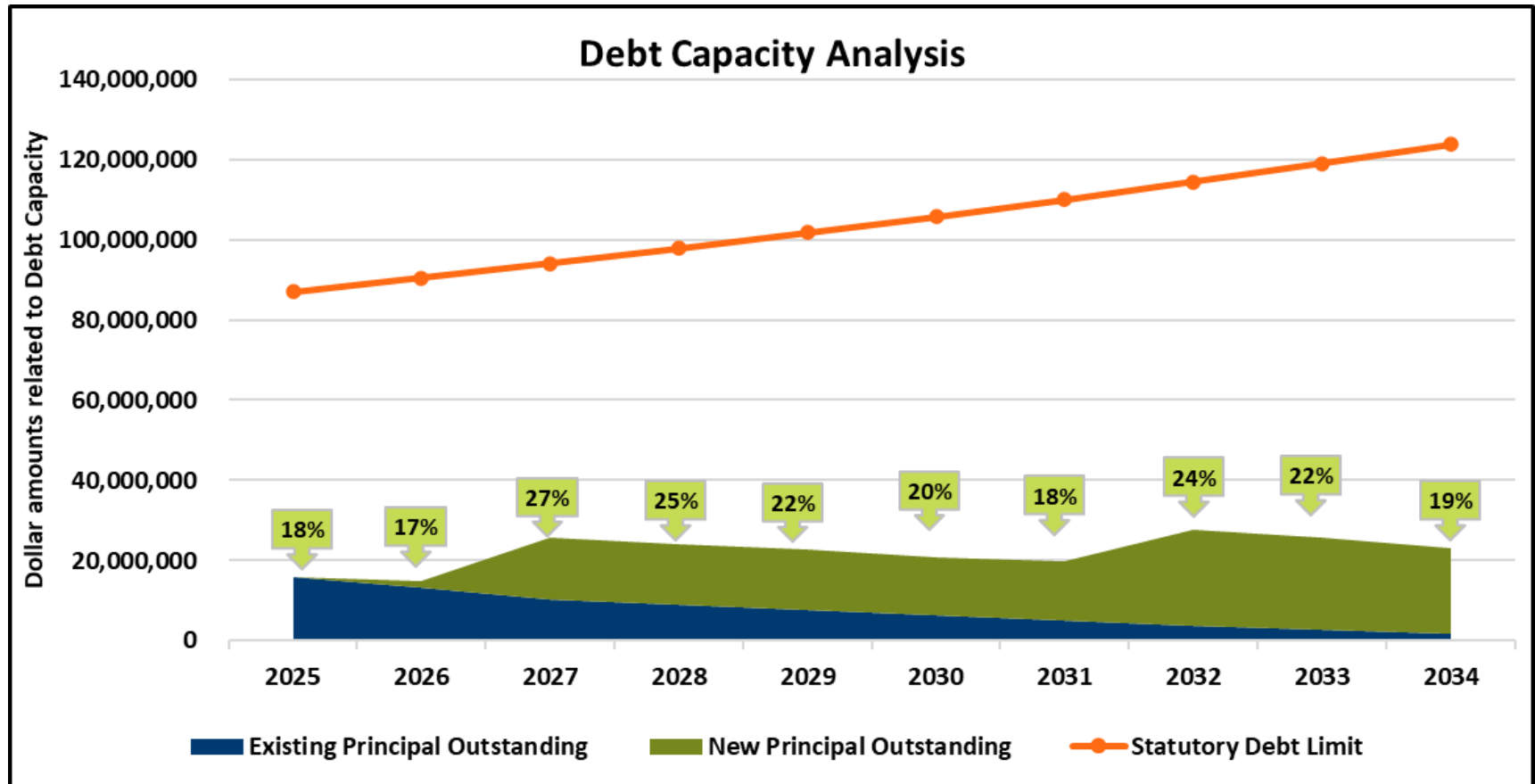
# CIP – G.O. Debt Capacity Analysis Scenario 1



# CIP – Est. Property Tax Impact Scenario 2

Year Ending	Existing Debt			Total CIP Estimated Principal and Interest Pymts	Levy and Tax Rate					Year Ending
	Net Tax Levy	Equalized Value (TID OUT)	Tax Rate Per \$1,000		Total Net Debt Service Levy	Total Tax Rate for Debt Service	Levy Change from Prior Year	Tax on a \$350,000 Property	Change on a \$350,000 Property	
2026	1,067,912	1,197,758,400	\$0.89	0	1,067,912	\$0.89		\$312		2026
2027	882,549	1,233,691,152	\$0.72	183,784	1,066,333	\$0.86	(1,579)	303	(\$10)	2027
2028	713,643	1,414,197,987	\$0.50	703,302	1,416,945	\$1.00	350,612	351	48	2028
2029	637,193	1,456,623,926	\$0.44	1,130,430	1,767,623	\$1.21	350,678	425	74	2029
2030	635,643	1,500,322,644	\$0.42	1,127,975	1,763,618	\$1.18	(4,005)	411	(13)	2030
2031	489,843	1,545,332,323	\$0.32	1,276,100	1,765,943	\$1.14	2,326	400	(11)	2031
2032	472,118	1,591,692,293	\$0.30	1,292,611	1,764,729	\$1.11	(1,214)	388	(12)	2032
2033	466,018	1,639,443,062	\$0.28	1,599,168	2,065,186	\$1.26	300,457	441	53	2033
2034	87,168	1,812,460,354	\$0.05	2,278,633	2,365,801	\$1.31	300,615	457	16	2034
2035	85,768	1,866,834,164	\$0.05	2,581,727	2,667,495	\$1.43	301,694	500	43	2035
2036	89,318	1,922,839,189	\$0.05	2,275,038	2,364,356	\$1.23	(303,140)	430	(70)	2036
2037	87,818	1,980,524,365	\$0.04	2,040,520	2,128,338	\$1.07	(236,018)	376	(54)	2037
2038	86,318	2,039,940,096	\$0.04	2,017,099	2,103,417	\$1.03	(24,921)	361	(15)	2038
2039	89,768	2,101,138,299	\$0.04	1,987,339	2,077,107	\$0.99	(26,310)	346	(15)	2039
2040	88,168	2,164,172,448	\$0.04	1,838,648	1,926,816	\$0.89	(150,291)	312	(34)	2040
2041	96,468	2,229,097,621	\$0.04	1,669,704	1,766,172	\$0.79	(160,644)	277	(34)	2041
2042	0	2,295,970,550	\$0.00	1,647,584	1,647,584	\$0.72	(118,588)	251	(26)	2042
2043	0	2,364,849,666	\$0.00	1,558,319	1,558,319	\$0.66	(89,265)	231	(21)	2043
2044	0	2,435,795,156	\$0.00	1,398,036	1,398,036	\$0.57	(160,283)	201	(30)	2044
2045	0	2,508,869,011	\$0.00	1,380,663	1,380,663	\$0.55	(17,374)	193	(8)	2045
2046	0	2,584,135,081	\$0.00	1,358,050	1,358,050	\$0.53	(22,613)	184	(9)	2046
2047	0	2,661,659,134	\$0.00	1,222,768	1,222,768	\$0.46	(135,283)	161	(23)	2047
2048	0	2,741,508,908	\$0.00	483,100	483,100	\$0.18	(739,668)	62	(99)	2048
2049	0	2,823,754,175	\$0.00	464,900	464,900	\$0.16	(18,200)	58	(4)	2049
2050	0	2,908,466,800	\$0.00	446,600	446,600	\$0.15	(18,300)	54	(4)	2050
2051	0	2,995,720,804	\$0.00	428,100	428,100	\$0.14	(18,500)	50	(4)	2051
2052	0	3,085,592,428	\$0.00	409,400	409,400	\$0.13	(18,700)	46	(4)	2052
2053	0	3,178,160,201	\$0.00	0	0	\$0.00	(409,400)	0	(46)	2053
Total	6,075,714			34,799,593	40,875,307					Total

# CIP – G.O. Debt Capacity Analysis Scenario 2



# Operating Projection - Assumptions

EXPENDITURE CODES		
DEFINITION	INCREASE	EXPLANATION
Commodities	3.00%	Fuel & Mileage, Office Supplies, Operating Supplies, Utilities, Uniforms, Office Furniture & Equipment
Employee Insurance	15.00%	Health, Dental & Life Insurance, Post Employment Health Plan, Long Term Disability
Insurance	3.00%	Property & Liability
Services	3.00%	Advertising & Printing, Communications, Contractual Services, Dues & Memberships, Janitorial Services, Maintenance Agreements, Meetings & Training, Professional Services, Publications & Subscriptions, Repairs & Maintenance
Wages	3.50%	Regular & Seasonal Wages, Overtime, Holiday & Misc. Compensation, Longevity, Premium Pay, Social Security, Retirement, Unemployment Compensation

# Total Tax Levy and Rate Analysis

	Budget	Projected										
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	
<b>GENERAL FUND</b>												
<b>REVENUES</b>												
Taxes												
Property Taxes General - Village	3,854,330	4,197,485	4,565,852	4,488,204	4,584,520	4,676,070	4,748,435	4,821,971	4,807,566	5,036,193	5,178,264	
Property Taxes General - Town	302,047	286,945	272,597	258,968	246,019	233,718	222,032	210,931	200,384	190,365	-	
Property Taxes Debt Service - Village	959,274	1,067,912	1,115,854	1,538,591	1,957,329	1,955,762	1,953,003	1,956,313	2,255,783	2,557,641	2,858,804	
Property Taxes Debt Service - Town	69,678	-	-	-	-	-	-	-	-	-	-	
Other Taxes	18,400	18,400	18,400	18,400	18,400	18,400	18,400	18,400	18,400	18,400	18,400	
Special Assessments	77,000	77,000	77,000	77,000	77,000	77,000	77,000	77,000	77,000	77,000	77,000	
Intergovernmental Revenues	1,183,867	1,183,867	1,183,867	1,183,867	1,183,867	1,183,867	1,183,867	1,183,867	1,183,867	1,183,867	1,183,867	
Licenses & Permits	377,501	377,501	377,501	377,501	377,501	377,501	377,501	377,501	377,501	377,501	377,501	
Fines, Forfeitures & Penalties	175,025	175,025	175,025	175,025	175,025	175,025	175,025	175,025	175,025	175,025	175,025	
Public Charges for Services	720,915	720,915	720,915	720,915	720,915	720,915	720,915	720,915	720,915	720,915	720,915	
Miscellaneous Revenues	461,600	461,600	461,600	461,600	461,600	461,600	461,600	461,600	461,600	461,600	461,600	
<b>TOTAL REVENUES</b>	<b>8,199,637</b>	<b>8,566,650</b>	<b>8,968,611</b>	<b>9,300,070</b>	<b>9,802,175</b>	<b>9,879,858</b>	<b>9,937,778</b>	<b>10,003,522</b>	<b>10,278,041</b>	<b>10,798,507</b>	<b>11,051,376</b>	
<b>EXPENDITURES</b>												
General Administration	1,592,071	1,652,381	1,716,986	1,786,380	1,861,129	1,941,879	2,029,365	2,124,431	2,228,039	2,341,292	2,465,453	
Public Safety	4,087,540	4,290,501	4,510,425	4,749,410	5,009,855	5,294,503	5,606,493	5,949,418	6,327,395	6,745,137	7,208,051	
Public Works	1,279,402	1,334,320	1,393,211	1,456,539	1,524,832	1,598,693	1,678,810	1,765,971	1,861,078	1,965,161	2,079,401	
Parks & Recreation	18,844	19,861	20,972	22,190	23,529	25,004	26,634	28,441	30,448	32,683	35,179	
Neighborhood Services/Planning	192,828	201,675	211,163	221,364	232,361	244,249	257,134	271,140	286,407	303,096	321,389	
Debt Service	1,028,952	1,067,912	1,115,854	1,538,591	1,957,329	1,955,762	1,953,003	1,956,313	2,255,783	2,557,641	2,858,804	
<b>TOTAL EXPENDITURES</b>	<b>8,199,637</b>	<b>8,566,650</b>	<b>8,968,611</b>	<b>9,774,474</b>	<b>10,609,035</b>	<b>11,060,089</b>	<b>11,551,439</b>	<b>12,095,714</b>	<b>12,989,150</b>	<b>13,945,010</b>	<b>14,968,276</b>	
Net Revenues over Expenditures	-	-	-	(474,404)	(806,860)	(1,180,231)	(1,613,661)	(2,092,192)	(2,711,108)	(3,146,503)	(3,916,900)	
Change in General Fund levy from prior year	7.95%	8.90%	8.78%	-1.70%	2.15%	2.00%	1.55%	1.55%	-0.30%	4.76%	2.82%	
Change in Debt Service levy from prior year	2.84%	11.33%	4.49%	37.88%	27.22%	-0.08%	-0.14%	0.17%	15.31%	13.38%	11.78%	
<b>TOTAL VILLAGE PROPERTY TAX LEVY</b>	<b>4,813,604</b>	<b>5,265,398</b>	<b>5,681,705</b>	<b>6,026,795</b>	<b>6,541,848</b>	<b>6,631,832</b>	<b>6,701,438</b>	<b>6,778,283</b>	<b>7,063,349</b>	<b>7,593,834</b>	<b>8,037,068</b>	
<b>Change in Levy</b>	<b>6.89%</b>	<b>9.39%</b>	<b>7.91%</b>	<b>6.07%</b>	<b>8.55%</b>	<b>1.38%</b>	<b>1.05%</b>	<b>1.15%</b>	<b>4.21%</b>	<b>7.51%</b>	<b>5.84%</b>	
ASSESSED VALUE (TID OUT)	1,283,758,100	1,296,595,681	1,309,561,638	1,472,020,499	1,486,740,704	1,501,608,112	1,516,624,193	1,531,790,435	1,547,108,339	1,677,169,876	1,693,941,575	
TAX RATE	\$3.75	\$4.06	\$4.34	\$4.09	\$4.40	\$4.42	\$4.42	\$4.43	\$4.57	\$4.53	\$4.74	
TAX RATE DELTA (\$)	\$0.24	\$0.31	\$0.28	(\$0.24)	\$0.31	\$0.02	\$0.00	\$0.01	\$0.14	(\$0.04)	\$0.22	
<b>Taxes on a \$350,000 property</b>	<b>\$1,312.37</b>	<b>\$1,421.33</b>	<b>\$1,518.52</b>	<b>\$1,432.98</b>	<b>\$1,540.04</b>	<b>\$1,545.77</b>	<b>\$1,546.53</b>	<b>\$1,548.78</b>	<b>\$1,597.93</b>	<b>\$1,584.72</b>	<b>\$1,660.61</b>	
<b>Taxes Delta (\$)</b>	<b>\$84.63</b>	<b>\$108.96</b>	<b>\$97.19</b>	<b>(\$85.54)</b>	<b>\$107.06</b>	<b>\$5.73</b>	<b>\$0.76</b>	<b>\$2.25</b>	<b>\$49.16</b>	<b>(\$13.21)</b>	<b>\$75.89</b>	

# Levy Limit Analysis

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- You can generally increase your operating levy by the increase in net new construction annually
  - ✓ 2.473% for 2026 budget year
  - ✓ Assume 2.0% net new construction in future years
- Average's approximately \$75,000 of total additional capacity on an annual basis over the 10-year period
- Village can claim up to the full amount of principal & interest on existing debt in the levy limit worksheet
- Village has relied upon a portion of abated debt annually to provide levy limit capacity for operating expenses
  - ✓ This debt drops considerably in 2028, AND
  - ✓ Expenses are projected to increase at a level makes this unsustainable

# What is Abated Debt?

Year Ending	Total G.O. Debt Payments	G. O. Debt Expense	Less: TID 1	Less: TID 2	Less: TID 3	Less: TID 6	Less: Wastewater	Less: Water	Misc	Net Tax Levy
2025	3,107,765	5,568	(468,585)	(286,606)	(4,223)	(4,958)	(902,575)	(412,044)	(5,390)	1,028,952
2026	3,120,077	5,568	(480,886)	(295,522)	(4,223)	(4,958)	(875,604)	(396,539)		1,067,912
2027	3,363,700	5,568	(1,262,989)	(273,900)	(136,188)	(159,873)	(476,732)	(177,037)		882,549
2028	1,564,290	5,568	(438,015)	(266,900)			(151,300)			713,643
2029	1,509,406	5,568	(464,419)	(259,713)			(153,650)			637,193
2030	1,523,161	5,568	(465,174)	(276,963)			(150,950)			635,643
2031	1,371,956	5,568	(465,644)	(268,838)			(153,200)			489,843
2032	1,348,441	5,568	(465,829)	(260,713)			(155,350)			472,118
2033	1,247,025	5,568	(381,600)	(252,525)			(152,450)			466,018
2034	858,425	5,568	(378,050)	(244,275)			(154,500)			87,168
2035	842,125	5,568	(374,400)	(236,025)			(151,500)			85,768
2036	677,225	5,568	(410,025)	(183,450)						89,318
2037	82,250	5,568								87,818
2038	80,750	5,568								86,318
2039	84,200	5,568								89,768
2040	82,600	5,568								88,168
2041	90,900	5,568								96,468
<b>Total</b>	<b>17,846,532</b>	<b>89,088</b>	<b>(5,587,030)</b>	<b>(2,818,822)</b>	<b>(140,412)</b>	<b>(164,831)</b>	<b>(2,575,235)</b>	<b>(573,577)</b>	<b>0</b>	<b>6,075,714</b>

## Abated Debt available schedule

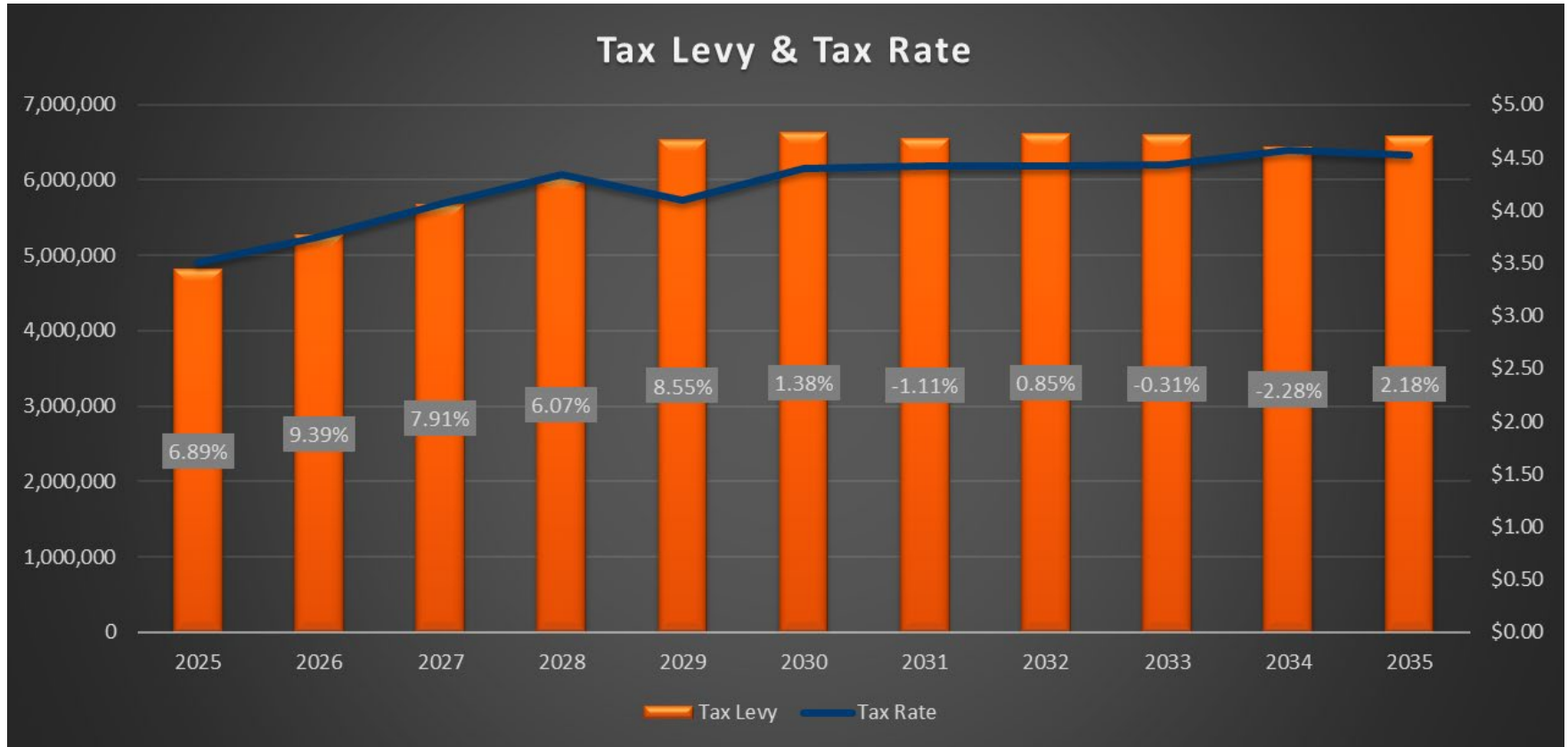
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Abated debt available	2,078,992	2,057,733	2,486,719	856,215	877,781	893,086	887,681	881,891	786,575	776,825	761,925
Town side usage	64,582	69,673	69,673	69,673	69,673	69,673	69,673	69,673	69,673	69,673	0
Remaining abated debt	2,014,410	1,988,060	2,417,046	786,542	808,108	823,413	818,008	812,218	716,902	707,152	761,925

# What Are Our Options?

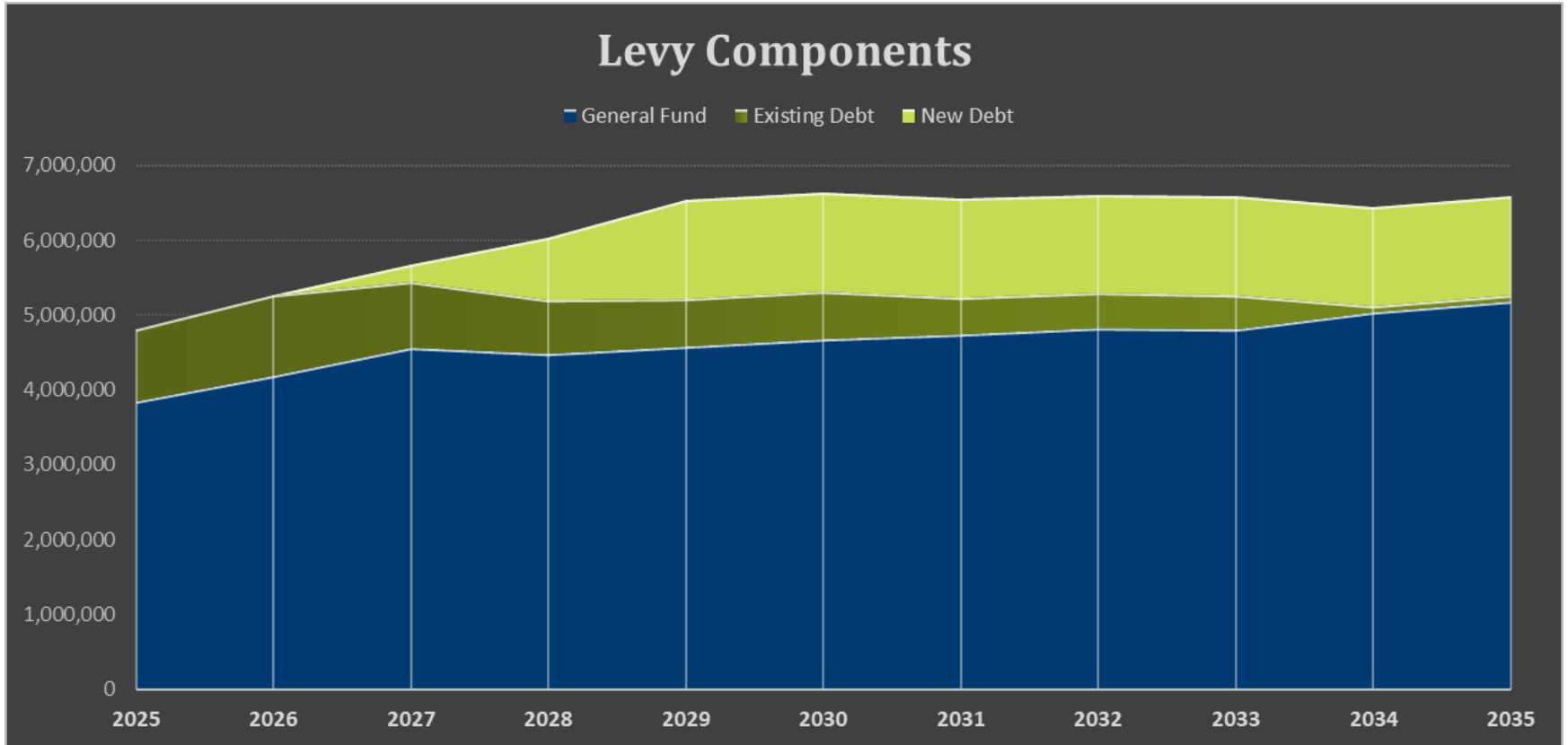
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- Additional Revenue Options
  - ✓ Wheel tax
  - ✓ Establish a Payment in Lieu of Tax from the Water Utility to the General Fund (through conventional rate case)
  - ✓ Further water convert public fire protection charge to a fixed charge on water bill. \$217,077 billed annually to the general fund
- These may help, but eventually the Village will likely need an operating referendum to continue offering the services it currently provides
- Net new construction does not keep pace with projected cost inflation

# Tax Levy & Tax Rate Projection



# Tax Levy Components



# Water Utility Financial Performance

Revenue Requirement		2020	2021	2022	2023	2024
Component	Description					
<b>Cash Basis</b>						
1	O&M and PILOT	\$595,784	\$744,667	\$677,872	\$749,904	\$843,608
2	Debt	\$536,369	\$557,170	\$627,709	\$694,854	\$663,767
3	Cash Funded Capital	\$265,038	\$701,103	\$0	\$263,311	\$513,950
Less:						
	Other Revenue	\$7,557	\$4,074	\$2,846	\$3,654	\$47,890
	Interest Income	\$5,357	\$4,121	\$20,435	\$26,803	\$29,761
	Revenue Requirement (Costs less Other Income)	\$1,384,277	\$1,994,745	\$1,282,300	\$1,677,612	\$1,943,674
	User Rates Revenue	\$1,189,203	\$1,381,272	\$1,547,682	\$1,836,692	\$1,882,767
	Rate Adequacy	(\$195,074)	(\$613,473)	\$265,382	\$159,080	(\$60,907)
	Rate Adjustment Needed	16.40%	44.41%	0.00%	0.00%	3.23%
<b>Utility Basis (PSC)</b>						
1	O&M and PILOT	\$595,784	\$744,667	\$677,872	\$749,904	\$843,608
2	Depreciation	\$206,170	\$212,719	\$202,068	\$256,373	\$264,548
	NIRB	\$9,821,975	\$9,031,299	\$11,144,762	\$13,273,915	\$13,343,089
	Benchmark ROI %	4.90%	4.90%	4.90%	6.50%	6.20%
3	Calculated ROI	\$481,277	\$442,534	\$546,093	\$862,804	\$827,272
Less:						
	Other Revenue	\$7,557	\$4,074	\$2,846	\$3,654	\$47,890
	Interest Income	\$5,357	\$4,121	\$20,435	\$26,803	\$29,761
	Revenue Requirement (Costs less Other Income)	\$1,270,317	\$1,391,725	\$1,402,752	\$1,838,624	\$1,857,777
	User Rates Revenue	\$1,189,203	\$1,381,272	\$1,547,682	\$1,836,692	\$1,882,767
	Rate Adequacy	(\$81,114)	(\$10,453)	\$144,930	(\$1,932)	\$24,990
	Rate Adjustment Needed	6.82%	0.76%	0.00%	0.11%	0.00%

# Sewer Utility Financial Performance

Revenue Requirement		2020	2021	2022	2023	2024
Component	Description					
<b>Cash Basis</b>						
1	Operating and Maintenance	\$945,941	\$921,011	\$1,056,950	\$1,295,245	\$1,478,167
2	Debt	\$1,148,892	\$2,931,390	\$1,479,826	\$1,247,274	\$1,211,635
3	Cash Funded Capital	\$2,182,293	\$1,100,694	\$2,030,280	\$298,141	\$1,630,044
Less:						
	Other Revenue	\$4,534	\$120	\$205	\$375	\$325
	Interest Income	\$2,863	\$791	\$33,525	\$83,031	\$217,987
	Revenue Requirement (Costs less Other Income)	\$4,269,729	\$4,952,184	\$4,533,326	\$2,757,254	\$4,101,534
	User Rates Revenue	\$2,362,701	\$2,586,533	\$2,531,157	\$2,797,350	\$2,900,894
	Rate Adequacy	(\$1,907,028)	(\$2,365,651)	(\$2,002,169)	\$40,096	(\$1,200,640)
	Rate Adjustment Needed	80.71%	91.46%	79.10%	0.00%	41.39%

# Questions?

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

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**WORK SESSION:** September 16, 2025

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

**FROM:** Jim Hurley, Village/Town Administrator  
Kevin Poirier, Assistant to the Administrator  
Wendy Burnette, Clerk/Treasurer  
Tanya Ealy, Accounting Manager  
Samone Naylor, Accountant

**AGENDA ITEM:** #4 Discuss Draft 2026 Budget

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**BACKGROUND:**

September 16, 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

COMMENTS:

Here is a summary of the draft budget:

Overall Assumptions Built-in

- Net new construction growth is 2.47%
- No new positions are being requested by Departments.
- Village health insurance premium costs to increase by 2.3%, but overall costs to the Village reduced by 7% due to four employees opting not to take the Village's insurance.
- 3% percent pay increase for non-contract employees.
- The proposed Fire/EMS agreement includes a 3% increase in 2026, and abbreviated wage schedule. The entry level rate will increase from \$19.51 to \$22.06, and the last step reduced from 84 to 60 months.
- Estimated increase in Sheriff's Contract by 3.3% or \$27,919.60.
- Garbage and Recycling costs increased by 3%, or \$13,462.

Key changes in revenue from 2025 budget to 2026:

- Department Taxes are projected to increase by \$161,338.
  - Village levied property taxes increased by \$149,640.
    - (101-41000-41111)
  - Town levied property taxes decreased by \$15,102.
    - (101-41000-41112)
    - Note: Town tax revenue will gradually decrease by 5% per year until all Town properties are annexed by the City of Kenosha in 2035.

- Continued use of Ravine Park's voluntary donation increased by \$16,515.
  - (101-42000-42180)
- Intergovernmental revenues increased by \$61,711
  - Contributing factors:
    - Ambulance Funding increased by \$34,500
      - (101-43000-43529)
      - Note: The budget is estimated based on State EMS-FAP funding. The Village received \$40,421 in 2025.
    - State Shared Revenue increased by \$11,345
      - (101-43000-43410)
    - Transportation Aid increased by \$9,791
      - (101-43000-43531)
    - Fire Insurance Due increased by \$5,000
      - (101-43000-43420)
- Licenses and Permits revenue increased by \$2,624
  - Contributing factors:
    - Building Permits remained unchanged.
      - (101-44000-443000)
    - Cable Franchise Fees remained unchanged.
      - (101-44000-44121)
- Fines and Forfeitures decreased by \$5,000.

- Contributing factors:
  - Court Penalties decreased by \$5,000
    - (101-45000-45100)
    - Note: Municipal court's recommendation. Year to date total is \$181,025.
  - Public Charges for Services increased by \$162,365
    - Contributing factors
      - Fire and Rescue Service increased by \$150,000
        - (101-46000-46220)
        - Note: Recommended by the Fire/EMS Chief based on increase in EMS call volume and current fee schedule.
      - Developer Fees increased by \$20,000
        - (101-46000-46852)
        - Note: Increased based on revenue trend. Village received over \$75,000 as of August 2025.
  - Miscellaneous Revenue increased by \$24,112
    - Contributing factors
      - Interest income remained unchanged.
        - (101-48000-48110)
      - Sale of Village property increased by \$18,452
        - (101-48000-48306)
        - Note: Sale of Public Works equipment and vehicles.
      - Rental income increased by \$7,560

- (101-48000-48200)
- Note: Increased rent per cell tower contract and other rental agreements.
- Total Revenues in the 2026 budget totals \$7,619,350. This represents an increase over 2025 by \$448,665.

Key changes in expenditures from 2025 budget to 2026:

- Village Board increased by \$19,820
  - Contributing factors
    - Added \$20,000 for Strategic plan.
      - (101-51110-50704)
- Municipal Court expenditures increased by \$2,525
  - Contributing factors
    - Salary increased by \$2,073.
      - (101-51210-50101)
- Village/Office Expenditures decreased by \$8,247
  - Contributing factors
    - Equipment Lease & Rental increased by \$15,850
      - (101-51410-50503)
      - Note: Order of three additional flock cameras plus maintenance fees for eight cameras.
      - Computer & website decrease by \$17,779
        - (101-51410-50405)
        - Note: Reduced based on current trend in expenses. New website will be under Capital Improvement Plan.

- Conferences and Training decreased \$11,051.
  - (101-51410-50701)
  - Note: 2025 budget included training for BS&A conference.
- Clerk/Treasurer expenditures increased by \$5,174
  - Contributing factors
    - Salaries increased by \$2,197
      - (101-51420-50101)
    - Conference & Training increased by \$2,000
      - (101-51420-50701)
- Elections expenditures increased by \$12,205
  - Contributing factors
    - Salaries increased by \$10,000
    - (101-51430-50101)
    - Note: Two additional elections scheduled in 2026.
- Village/Town Hall increased by \$7,770
  - Contributing Factors
    - Building and Grounds increased by \$5,000.
      - (101-51610-50501)
- Other General Government expenditures increased by \$153,264.
  - Contributing Factors

- Separated Legal for Developers and Prosecutor.  
Overall, \$5,000 increase.
- Multiple Accounts
- Collection expenses decreased by \$5,000.
  - (101-51910-50803)
  - NOTE: Reviewing options for other collections companies to reduce costs.
- Other Miscellaneous Expenses increased by \$176,781.
  - (101-51910-50809)
  - NOTE: The total payment to the Town of Paris for the Flint project and Bobcat Plus project is \$156,000. Budgeted \$140,000 per Ehlers for levy deficit. Budgeted \$25,000 for possible salary increases as a result of the Wage Study.
- Liability insurance decreased by \$20,704
  - (101-51910-50811)
  - NOTE: Premium costs decreased due to a reduced MOD rating, which determines work compensation claim risk to the Village. Rating reduction is reflective of lower claims in recent years.
- Payments for Municipal Services increased by \$1,196
  - Contributing factors
    - Other miscellaneous expenses increased \$1,196
      - (101-51913-50809)
      - NOTE: This is an estimate. Village pays out 90% to the City of Kenosha out of revenue. This line accounts for this amount.
- Law Enforcement increased by \$27,919

- Contributing factors
  - Law Enforcement increased by \$27,919
    - (101-52100-50406)
    - NOTE: Estimated increase of 3.3% per contract.
- Fire Department expenditures increased by \$193,020.
  - Contributing Factors
    - Salaries and wages increased by \$139,202.
      - Multiple Accounts
      - Note: Cost increase driven by the proposed collective bargaining agreement and modifications to step schedule. Largest increase is for entry level Fire/EMS employees.
    - Retirement increased by \$19,761.
      - (101-52210-50202)
      - Note: Based on salary and wage increases.
    - Medical Supplies increased by \$8,000
      - (101-52210-50306)
    - Vehicle maintenance increased by \$5,000
      - (101-52210-50504)
- Building Inspection expenditures increased by \$7,709
  - Contributing factors
    - Salary and wages increased by \$2,762
      - Multiple Accounts
    - Equipment Capital Outlay increased by \$3,500

- (101-52400-50902)
- Public Works expenditures decreased by \$5,264
  - Contributing factors
    - Salaries, wages and benefits decreased by \$19,948.
      - Multiple Accounts
      - Note: reduction due to changes from experienced to entry level staffing, and staff member opting not to take the Village's health insurance.
    - Separated Road maintenance and Salt and increased \$4,250.
      - Multiple Accounts.
    - Computer & Website increased by \$7,500
      - (101-53100-50405)
      - Note: Annual maintenance quote for lowest asset management software. The implementation costs will be a Capital Improvement Plan request.
- Solid Waste expenditures increased by \$12,262
  - Contributing Factors
    - Garbage Collection and Recycling increased by 13,462
      - Multiple Accounts.
- Plan Commission expenditures decreased by \$5,732.
  - Contributing Factors
    - Reduction in health and dental insurance by \$5,732.
      - Multiple Accounts.

- Total Expenditures in the 2026 budget is 7,593,696, an increase of \$423,011 from the 2025 Budget.

#### ADMINISTRATOR COMMENTS:

Originally, the Interim Administrator and Accounting met with Department Heads to develop the Draft 2026 Budget. The Administrator has met with Accounting and administrative staff to review and update the draft budget as additional information became available earlier this month from vendors, and the Wisconsin Department of Revenue.

In years past, the budget levy was estimated based on the previous year's levy plus allowable debt and new construction growth. At the recommendation of Ehlers, however, the process is changing due to the growing impact of abated debt, which limits the Village's ability to levy funds to cover operating expenses. Prior to tonight's budget discussion, Jon Cameron of Ehlers will further discuss looming financial challenges, and the financial management plan for the Village.

Following tonight's meeting, Accounting and Administration will meet with Department Heads to review options for cost savings and new revenue opportunities. After the draft budget is updated, then Administration will work with Ehler's to finalize the levy and the budget presentation to the Village Board in October.

#### ATTACHMENTS:

Proposed 2026 General Fund Budget

09/11/2025 BUDGET REPORT FOR SOMERS VILLAGE AND TOWN								
Calculations as of 12/31/2025								
		2022	2023	2024	2025	2025	2026	
GL NUMBER	DESCRIPTION	ACTIVITY	ACTIVITY	ACTIVITY	AMENDED BUDGET	ACTIVITY THRU 12/31/25	REQUESTED BUDGET	CHANGE FROM 2025
<b>ESTIMATED REVENUES</b>								
Dept 41000 - TAXES								
101-41000-41111	VILLAGE PROPERTY TAXES	3,239,424	3,315,695	3,570,366	3,854,330	3,854,331	4,003,970	149,640
	(2026) VILLAGE TAX LEVY ESTIMATE IS \$4,003,970. \$93,515 OF THAT IS FOR THE VILLAGE'S PORTION OF THE RAVINE PARK'S VOLUNTARY DONATION							0
101-41000-41112	TOWN PROPERTY TAXES	375,784	325,166	325,424	302,047	302,047	286,945	(15,102)
101-41000-41140	MOBILE HOME TAXES	13,718	79,626	43,142	12,200	40,390	40,000	27,800
101-41000-41150	PRIVATE AND MANAGED FOREST, WOODLAND T/	200	200	202	200	3	200	0
101-41000-41320	TAXES FROM OTHER TAX EXEMPT ENTITIES		9,065	9,512	5,000	2,165		(5,000)
101-41000-41800	INTEREST AND PENALTY ON TAXES							0
101-41000-41910	OMITTED TAXES					6,002		0
101-41000-41920	AG-USE PENALTY	7,659	72,625	17,952	1,000	10,521	5,000	4,000
101-41000-41930	BOUNDARY AGREEMENT							0
Totals for dept 41000 - TAXES		3,636,785	3,802,377	3,966,598	4,174,777	4,215,459	4,336,115	161,338
Dept 42000 - SPECIAL ASSESSMENTS								
101-42000-42110	STREET IMPROVEMENT ASSESSMENTS							0
101-42000-42180	VOLUNTARY DONATION	1,068,663	1,007,214	4,590	77,000	163,588	93,515	16,515
101-42000-42190	OTHER SPECIAL ASSESSMENTS	8						0
Totals for dept 42000 - SPECIAL ASSESSMENTS		1,068,671	1,007,214	4,590	77,000	163,588	93,515	16,515
Dept 43000 - INTERGOVERNMENTAL								
101-43000-43212	FEMA GRANT	6,484	66,239					0
101-43000-43219	SAFER GRANT							0
101-43000-43300	OTHER FEDERAL PAYMENTS							0
101-43000-43410	STATE SHARED REVENUE	188,766	189,442	442,040	453,828	68,074	465,173	11,345
101-43000-43411	PERSONAL PROPERTY AID	16,851	16,851	16,851	40,942	40,941	40,943	1
101-43000-43420	FIRE INSURANCE DUES	43,074	48,546	54,599	70,000	69,028	75,000	5,000
101-43000-43431	EXEMPT COMPUTER AID	3,797	3,797	3,797	3,797	3,797	3,797	0
101-43000-43432	EXPENDITURE RESTRAINT AID							0
101-43000-43433	VIDEO SERVICE PROVIDER AID	24,485	24,485	24,485	24,485	24,485	24,485	0
101-43000-43529	AMBULANCE FUNDING	62,834	46,688	7,256	7,500	40,421	42,000	34,500
101-43000-43531	TRANSPORTATION AID	146,055	165,101	188,374	215,209	161,055	225,000	9,791
101-43000-43532	DISASTER DAMAGE AIDS							0
101-43000-43534	LRIP FUNDING							0
101-43000-43545	RECYCLING GRANT	29,795	29,810	29,854	29,855	29,833	30,000	145
101-43000-43690	OTHER STATE PAYMENTS							0
101-43000-43691	PAYMENT FOR MUNICIPAL SERVICES	178,709	201,239	203,235	228,671	228,652	230,000	1,329
101-43000-43692	ENVIRONMENTAL IMPROVEMENT FUND	108,180	108,180	195,276	108,180	118,631	108,180	0

101-43000-43693	DNR GRANT - PW							0
101-43000-43694	DNR GRANT - PS		1,006	3,213	1,400	996	1,000	(400)
101-43000-43791	OTHER LOCAL GOVERNMENT GRANTS - PS					1,872		0
Totals for dept 43000 - INTERGOVERNMENTAL		809,030	901,384	1,168,980	1,183,867	787,785	1,245,578	61,711
								0
Dept 44000 - LICENSES & PERMITS								
101-44000-44110	CLASS A LIQUOR LICENSES	6,600	5,410	5,400	5,400	6,020	6,000	600
101-44000-44111	CLASS B LIQUOR LICENSES	6,808	8,490	8,263	7,701	7,363	9,000	1,299
101-44000-44112	OPERATORS LICENSES	8,715	7,130	6,685	6,000	8,949	8,000	2,000
101-44000-44113	BUSINESS AND OCCUPATIONAL LICENSES	2,450	2,425	3,650	3,200	1,525	1,525	(1,675)
101-44000-44116	CIGARETTE LICENSES	1,500	1,400	1,000	1,200	1,200	1,200	0
101-44000-44121	CABLE FRANCHISE FEES	102,168	121,445	96,009	95,000	67,594	95,000	0
101-44000-44122	MOBILE HOME PARK LICENSES	700	700	200	700	100	500	(200)
101-44000-44130	DOG PARK LICENSES	170	(23)	128	300	391	400	100
101-44000-44131	DOG LICENSES	2,980	2,675	2,218	3,000	2,596	2,500	(500)
101-44000-44135	KENNEL LICENSES							0
101-44000-44300	BUILDING PERMITS	903,597	997,762	241,756	250,000	105,769	250,000	0
101-44000-44900	OTHER LICENSES AND PERMITS	6,453	5,086	7,537	5,000	6,205	6,000	1,000
Totals for dept 44000 - LICENSES & PERMITS		1,042,141	1,152,500	372,846	377,501	207,712	380,125	2,624
								0
Dept 45000 - FINES AND FORFEITURES								
101-45000-45100	COURT PENALTIES	109,864	124,590	189,316	175,000	181,025	170,000	(5,000)
101-45000-45102	ORDINANCE VIOLATION PENALTIES		37,500	(37,500)				0
101-45000-45105	DOG PENALTIES	25	25	5	25		25	0
101-45000-45210	OTHER COURT PENALTIES							0
Totals for dept 45000 - FINES AND FORFEITURES		109,889	162,115	151,821	175,025	181,025	170,025	(5,000)
								0
Dept 46000 - PUBLIC CHARGES FOR SERVICES								
101-46000-46100	LICENSE PUBLICATION FEES	1,000	1,090	1,010	1,010	1,120	1,040	30
101-46000-46103	PREQUALIFICATION BID FEES	1,500	1,425	2,625	1,125	1,125	1,125	0
101-46000-46105	CHARGES FOR SERVICES	2,799	2,401	4,499	4,500		4,500	0
101-46000-46106	COURT SERVICE FEES							0
101-46000-46220	FIRE AND RESCUE SERVICE FEES	629,385	820,213	939,153	950,000	537,124	1,100,000	150,000
101-46000-46221	FIRE INSPECTION FEES	38,156	2,741	43,355	32,500	5,135	33,000	500
101-46000-46222	BURN PERMITS	3,105	3,320	5,265	4,725	4,095	4,000	(725)
101-46000-46290	FIRE AND RESCUE ALLOWANCE	(251,754)	55,620	(272,778)	(325,000)	(212,548)	(330,000)	(5,000)
101-46000-46310	PUBLIC WORKS SERVICE FEES	2,188	2,687	10,397	3,500	1,168	4,500	1,000
101-46000-46431	LANDFILL PERMITS	150	50	130	150		150	0
101-46000-46440	WEED CUTTING FEES	5,978	4,982	9,267	5,000	5,410	5,250	250
101-46000-46445	POND MAINTENANCE FEES	5,005	5,910	6,330	6,330	5,700	6,390	60
101-46000-46590	OTHER HEALTH SERVICES							0
101-46000-46742	AUDITORIUM RENTAL	375	375	125	375	125	125	(250)
101-46000-46743	FIELD RENTAL		150	200	2,700	400	200	(2,500)
101-46000-46750	RECREATION FEES - BASKETBALL		20					0
101-46000-46751	RECREATION FEES - SOCCER							0
101-46000-46752	RECREATION FEES - SOFTBALL							0
101-46000-46753	RECREATION FEES - GOLF							0
101-46000-46754	RECREATION FEES - FLAG FOOTBALL							0

101-46000-46765	CONCESSION RENTAL								0
101-46000-46851	DEVELOPER FILING FEES	26,605	3,600	2,400	4,000	600	3,000	(1,000)	
101-46000-46852	DEVELOPER FEES	268,363	219,826	121,322	30,000	75,819	50,000	20,000	
101-46000-46853	PLAN COMMISSION FEES								0
Totals for dept 46000 - PUBLIC CHARGES FOR SERVICES		732,855	1,124,410	873,300	720,915	425,273	883,280		162,365
Dept 47000 - INTERGOVERNMENTAL CHARGES FOR SERVICES									0
101-47000-47222	STATE HIGHWAY FIRES								0
Totals for dept 47000 - INTERGOVERNMENTAL CHARGES FOR SERVICES									0
Dept 48000 - MISCELLANEOUS REVENUES									0
101-48000-48110	INTEREST INCOME	193,577	544,750	642,250	400,000	350,217	400,000		0
101-48000-48111	UNREALIZED GAIN/LOSS IN INVESTMENTS			43,711		24,422			0
101-48000-48115	PENALTIES AND INTEREST INCOME	6,363	3,293	6,715	6,000	2,005	6,000		0
101-48000-48120	INTERFUND LOAN INTEREST INCOME								0
101-48000-48130	SPECIAL ASSESSMENT INCOME								0
101-48000-48200	RENTAL INCOME	62,710	60,291	41,996	27,600		35,160		7,560
101-48000-48303	SALE OF HIGHWAY PROPERTY								0
101-48000-48306	SELL OF VILLAGE PROPERTY			496,634	10,000	29,952	28,452		18,452
101-48000-48307	SALE OF RECYCLABLES	12,471	23,835	14,697	2,000	1,101	2,100		100
101-48000-48500	DONATIONS - OTHER	3,000	3,000	8,300	3,000	1,000	2,000	(1,000)	
101-48000-48510	DONATIONS - PARADE	10,475	10,553	9,100	10,000	13,250	10,000		0
101-48000-48520	DONATIONS - RECREATION								0
101-48000-48900	MISCELLANEOUS REVENUE	4,433	76,358	2,408	3,000	2,595	2,000	(1,000)	
Totals for dept 48000 - MISCELLANEOUS REVENUES		293,029	722,080	1,265,811	461,600	424,542	485,712		24,112
Dept 49000 - FINANCING SOURCES									0
101-49000-49200	TRANSFER FROM OTHER FUNDS	50,750							0
101-49000-49900	CONTINUING APPROPRIATIONS			(4,918)			25,000		25,000
(2026) FUNDS TO COVER ADDITIONAL SALARIES									0
Totals for dept 49000 - FINANCING SOURCES		50,750		(4,918)			25,000		25,000
TOTAL ESTIMATED REVENUES		7,743,150	8,872,080	7,799,028	7,170,685	6,405,384	7,619,350		448,665
APPROPRIATIONS									
Dept 51110 - VILLAGE BOARD									
101-51110-50101	SALARIES	47,996	47,996	48,365	48,000	31,936	48,000		0
101-51110-50201	FICA	3,650	3,671	3,700	3,672	2,443	3,672		0
101-51110-50202	RETIREMENT								0
101-51110-50204	DENTAL INSURANCE								0
101-51110-50301	OFFICE SUPPLIES		25	41	30		50		20
101-51110-50404	LEGAL								0
101-51110-50701	CONFERENCES & TRAINING	110	228	110	500	334	300	(200)	
101-51110-50702	TRAVEL	2,400	2,549	2,462	2,400	1,800	2,400		0
101-51110-50704	STRATEGIC PLAN						20,000		20,000
Totals for dept 51110 - VILLAGE BOARD		54,156	54,469	54,678	54,602	36,513	74,422		19,820

Dept 51120 - TOWN BOARD								
101-51120-50101	SALARIES	23,998	23,998	24,183	24,000	15,968	24,000	0
101-51120-50201	FICA	1,836	1,836	1,850	1,836	1,222	1,836	0
101-51120-50202	RETIREMENT							0
101-51120-50206	POST RETIREMENT BENEFITS							0
101-51120-50404	LEGAL							0
101-51120-50405	COMPUTER AND WEBSITE							0
101-51120-50604	TELEPHONE							0
101-51120-50801	NEWSLETTER							0
Totals for dept 51120 - TOWN BOARD		25,834	25,834	26,033	25,836	17,190	25,836	0
								0
Dept 51130 - CIVIC COMMITTEE								0
101-51130-50309	OTHER SUPPLIES AND EXPENSE	5,930	11,120	9,610	10,000	9,850	10,000	0
Totals for dept 51130 - CIVIC COMMITTEE		5,930	11,120	9,610	10,000	9,850	10,000	0
								0
Dept 51210 - MUNICIPAL COURT								
101-51210-50101	SALARIES	57,833	59,161	61,084	69,082	45,906	71,155	2,073
101-51210-50102	WAGES							0
101-51210-50201	FICA	4,233	4,509	4,669	5,285	3,505	5,443	158
101-51210-50202	RETIREMENT	3,365	3,129	3,299	3,625	2,409	3,868	243
101-51210-50203	HEALTH INSURANCE	8,593	9,176	10,161	10,992	8,244	11,249	257
101-51210-50204	DENTAL INSURANCE	1,745	819	556	556	417	556	0
101-51210-50205	LIFE INSURANCE	134	142	158	158	128	292	134
101-51210-50301	OFFICE SUPPLIES	1,616	616	616	630	372	600	(30)
101-51210-50303	POSTAGE						600	600
101-51210-50309	OTHER SUPPLIES AND EXPENSE	5,330	6,031	7,442	5,985	5,783	6,000	15
101-51210-50404	LEGAL							0
101-51210-50405	COMPUTER AND WEBSITE							0
101-51210-50701	CONFERENCES & TRAINING	1,964	959	1,754	2,625	654	1,700	(925)
101-51210-50702	TRAVEL							0
101-51210-50806	CODE ENFORCEMENT							0
101-51210-50902	EQUIPMENT CAPITAL OUTLAY		160					0
Totals for dept 51210 - MUNICIPAL COURT		84,813	84,702	89,739	98,938	67,418	101,463	2,525
								0
Dept 51410 - VILLAGE/TOWN OFFICE								
101-51410-50101	SALARIES	220,171	159,825	196,732	172,453	113,927	176,631	4,178
101-51410-50102	WAGES	49,214	57,415	52,824	53,705	35,737	55,316	1,611
101-51410-50104	OVERTIME	212			1,500		500	(1,000)
101-51410-50201	FICA	19,866	16,294	18,969	17,416	11,398	17,783	367
101-51410-50202	RETIREMENT	18,126	14,120	18,279	15,718	9,374	16,700	982
101-51410-50203	HEALTH INSURANCE	47,876	54,301	49,641	55,763	36,491	46,002	(9,761)
101-51410-50204	DENTAL INSURANCE	3,329	4,082	3,108	3,731	2,488	3,086	(645)
101-51410-50205	LIFE INSURANCE	504	419	538	538	287	566	28
101-51410-50206	POST RETIREMENT BENEFITS	2,268	2,423	2,458	2,581	1,951	2,689	108
101-51410-50207	UNEMPLOYMENT							0
101-51410-50301	OFFICE SUPPLIES	4,118	5,562	7,017	8,000	4,495	8,000	0
101-51410-50302	COPIER	2,530	2,240	2,181	2,332	1,400	2,000	(332)
101-51410-50303	POSTAGE	3,930	4,236	4,202	3,500	2,725	4,000	500

101-51410-50309	OTHER SUPPLIES AND EXPENSE	9,441	12,112	19,127	15,000	6,982	20,000	5,000
101-51410-50404	LEGAL	23,296	20,419	24,539	30,000	24,106	35,000	5,000
101-51410-50405	COMPUTER AND WEBSITE	44,600	34,293	30,630	52,779	16,478	35,000	(17,779)
101-51410-50503	EQUIPMENT LEASE AND RENTAL	1,560	1,560	13,015	19,100	28,246	34,950	15,850
101-51410-50701	CONFERENCES & TRAINING	110	2,580	5,807	21,051	6,140	10,000	(11,051)
101-51410-50702	TRAVEL	1,620	2,539	1,800	1,800	300	1,800	0
101-51410-50801	NEWSLETTER							0
101-51410-50805	ADMINISTRATIVE CHARGE	(93,260)	(111,692)	(115,255)	(117,408)	(77,605)	(118,311)	(903)
101-51410-50902	EQUIPMENT CAPITAL OUTLAY		359		400			(400)
Totals for dept 51410 - VILLAGE/TOWN OFFICE		359,511	283,087	335,612	359,959	224,920	351,712	(8,247)
Dept 51420 - CLERK/TREASURER								
101-51420-50101	SALARIES	59,543	47,125	49,156	70,200	46,145	72,397	2,197
101-51420-50201	FICA	3,557	3,573	3,749	5,370	3,530	5,539	169
101-51420-50202	RETIREMENT	2,413	3,203	3,361	4,879	3,209	5,213	334
101-51420-50203	HEALTH INSURANCE	10,298	14,683	8,453	24,716	17,073	25,295	579
101-51420-50204	DENTAL INSURANCE	785	1,047	503	1,408	882	1,408	0
101-51420-50205	LIFE INSURANCE	37	30	131	305	162	287	(18)
101-51420-50206	POST RETIREMENT BENEFITS	246	291	73	291		306	15
101-51420-50301	OFFICE SUPPLIES	250	460		500	98	500	0
101-51420-50309	OTHER SUPPLIES AND EXPENSE	250		5	500	40	500	0
101-51420-50701	CONFERENCES & TRAINING	2,518	1,620	1,409	2,000	564	4,000	2,000
101-51420-50702	TRAVEL	1,640	1,800	1,758	2,000	1,072	2,598	598
101-51420-50902	EQUIPMENT CAPITAL OUTLAY				700			(700)
Totals for dept 51420 - CLERK/TREASURER		81,537	73,832	68,598	112,869	72,775	118,043	5,174
Dept 51421 - LICENSE PUBLICATION FEES								
101-51421-50305	PRINTING AND PUBLISHING	948	153	591	800	665	700	(100)
Totals for dept 51421 - LICENSE PUBLICATION FEES		948	153	591	800	665	700	(100)
Dept 51430 - ELECTIONS								
101-51430-50101	SALARIES	19,763	7,420	22,765	10,000	9,843	20,000	10,000
101-51430-50104	OVERTIME							0
101-51430-50201	FICA	1,512	568	1,742	765	753	1,530	765
101-51430-50202	RETIREMENT							0
101-51430-50203	HEALTH INSURANCE							0
101-51430-50204	DENTAL INSURANCE							0
101-51430-50303	POSTAGE	2,534	510	3,606	2,960	2,015	3,600	640
101-51430-50309	OTHER SUPPLIES AND EXPENSE	2,369	1,822	5,757	3,000	1,113	3,000	0
101-51430-50409	OTHER CONTRACTED SERVICES							0
101-51430-50701	CONFERENCES & TRAINING	169						0
101-51430-50902	EQUIPMENT CAPITAL OUTLAY	1,362	2,538	1,404	1,000	1,677	1,800	800
Totals for dept 51430 - ELECTIONS		27,709	12,858	35,274	17,725	15,401	29,930	12,205
Dept 51510 - ASSESSOR								
101-51510-50301	OFFICE SUPPLIES	696	977	7,887	1,000	564	1,000	0
101-51510-50407	ASSESSMENT	32,005	190,600	59,500	59,500	44,625	59,500	0
Totals for dept 51510 - ASSESSOR		32,701	191,577	67,387	60,500	45,189	60,500	0

Dept 51520 - BOARD OF REVIEW								
101-51520-50101	SALARIES				400		400	0
101-51520-50201	FICA				31		31	0
101-51520-50202	RETIREMENT							0
101-51520-50309	OTHER SUPPLIES AND EXPENSE			101	100			(100)
101-51520-50404	LEGAL				500	456	500	0
101-51520-50701	CONFERENCES & TRAINING	45		56	60			(60)
Totals for dept 51520 - BOARD OF REVIEW		45		157	1,091	456	931	(160)
Dept 51610 - VILLAGE/TOWN HALL								
101-51610-50309	OTHER SUPPLIES AND EXPENSE	4,008	3,621	1,501	2,000	485	2,000	0
101-51610-50409	OTHER CONTRACTED SERVICES	5,405	5,244	5,300	5,200	3,400	5,200	0
101-51610-50501	BUILDINGS AND GROUNDS	18,456	25,035	23,657	25,000	20,263	30,000	5,000
101-51610-50602	ELECTRICITY	12,617	12,733	12,827	13,465	7,203	14,000	535
101-51610-50603	GAS	6,330	4,446	4,541	5,775	3,386	6,166	391
101-51610-50604	TELEPHONE	4,757	4,088	4,282	6,756	5,786	7,500	744
101-51610-50606	WATER AND SEWER	3,243	7,836	6,837	6,400	2,091	7,500	1,100
101-51610-50902	EQUIPMENT CAPITAL OUTLAY							0
Totals for dept 51610 - VILLAGE/TOWN HALL		54,816	63,003	58,945	64,596	42,614	72,366	7,770
Dept 51910 - OTHER GENERAL GOVERNMENT								
101-51910-50304	MEMBERSHIPS	4,496	4,954	5,428	5,543	650	6,535	992
101-51910-50305	PRINTING AND PUBLISHING	978	2,053	1,319	1,000	291	1,000	0
101-51910-50401	AUDITING AND ACCOUNTING	23,213	25,163	23,546	24,000	18,670	25,195	1,195
101-51910-50402	CONSULTING AND FINANCIAL ADVISOR	945	4,721	48,132	10,000	41,404	10,000	0
101-51910-50403	ENGINEERING AND INSPECTION	233,698	190,015	44,268	11,000	23,603	11,000	0
101-51910-50404	LEGAL	115,691	87,843	92,468	75,000	57,271	50,000	(25,000)
101-51910-50409	OTHER CONTRACTED SERVICES	20,000		5,294	5,000	3,332	5,000	0
101-51910-50412	LEGAL-PROSECUTOR						30,000	30,000
101-51910-50802	ILLEGAL AND UNCOLLECTIBLE TAXES							0
101-51910-50803	COLLECTION EXPENSE	42,076	54,006	49,900	55,000	49,490	50,000	(5,000)
101-51910-50804	UNCOLLECTIBLE ACCOUNTS	2,615						0
101-51910-50808	PRIOR YEAR EXPENSES	23,761		10,536	10,000	985	5,000	(5,000)
101-51910-50809	OTHER MISCELLANEOUS EXPENSES	2,784	5,637	50,833	148,768	8,400	325,549	176,781
101-51910-50811	LIABILITY INSURANCE	191,695	197,039	185,880	233,540	134,530	212,836	(20,704)
101-51910-50812	WORKER'S COMPENSATION INSURANCE							0
101-51910-50813	PROPERTY INSURANCE							0
101-51910-50913	PAYING AGENT FEES							0
Totals for dept 51910 - OTHER GENERAL GOVERNMENT		661,952	571,431	517,604	578,851	338,626	732,115	153,264
Dept 51911 - UNION								
101-51911-50404	LEGAL	2,553			500			(500)
Totals for dept 51911 - UNION		2,553			500			(500)
Dept 51912 - INTERGOVERNMENTAL AGREEMENTS								
101-51912-50404	LEGAL							0
Totals for dept 51912 - INTERGOVERNMENTAL AGREEMENTS								0

Dept 51913 - PAYMENTS FOR MUNICIPAL SERVICES								
101-51913-50809	OTHER MISCELLANEOUS EXPENSES	160,838	176,389	182,912	205,804	205,787	207,000	1,196
Totals for dept 51913 - PAYMENTS FOR MUNICIPAL SERVICES		160,838	176,389	182,912	205,804	205,787	207,000	1,196
Dept 51999 - CONTINGENCY								
101-51999-50809	OTHER MISCELLANEOUS EXPENSES							0
Totals for dept 51999 - CONTINGENCY								0
Dept 52100 - LAW ENFORCEMENT								
101-52100-50406	LAW ENFORCEMENT	649,635	744,709	801,462	858,375	507,050	886,294	27,919
Totals for dept 52100 - LAW ENFORCEMENT		649,635	744,709	801,462	858,375	507,050	886,294	27,919
Dept 52210 - FIRE DEPARTMENT								
101-52210-50101	SALARIES	811,702	909,146	1,028,815	1,186,447	709,878	1,304,149	117,702
101-52210-50103	PART-TIME	121,769	204,636	181,243	243,500	152,079	250,000	6,500
101-52210-50104	OVERTIME	109,749	171,357	171,815	135,000	97,480	150,000	15,000
101-52210-50107	OFFICERS	15,613	17,755	17,897	18,000	11,492	18,000	0
101-52210-50108	PAID ON CALL	119,032	110,303	121,401	130,000	87,353	130,000	0
101-52210-50109	PAID ON PREMISES		1,338	111,819	115,000	64,301	115,000	0
101-52210-50201	FICA	86,701	107,825	124,185	139,838	85,611	150,487	10,649
101-52210-50202	RETIREMENT	121,768	158,960	192,122	233,186	138,355	252,948	19,762
101-52210-50203	HEALTH INSURANCE	231,169	248,603	317,468	418,944	297,252	424,965	6,021
101-52210-50204	DENTAL INSURANCE	15,518	16,138	18,439	23,110	16,055	23,110	0
101-52210-50205	LIFE INSURANCE	1,205	1,071	2,055	2,302	1,206	2,677	375
101-52210-50206	POST RETIREMENT BENEFITS	697	892	3,074	3,232	1,858	2,174	(1,058)
101-52210-50207	UNEMPLOYMENT					84	100	100
101-52210-50208	LENGTH OF SERVICE							0
101-52210-50302	COPIER	447	609	59	525	334	500	(25)
101-52210-50303	POSTAGE	73	114	144	200	77	200	0
101-52210-50306	MEDICAL SUPPLIES	35,724	43,278	42,748	47,000	33,468	55,000	8,000
101-52210-50307	GEAR AND CLOTHING	30,697	34,148	36,024	37,500	5,326	38,000	500
101-52210-50309	OTHER SUPPLIES AND EXPENSE	9,708	11,393	13,355	12,075	10,059	13,000	925
101-52210-50405	COMPUTER AND WEBSITE	17,381	16,445	18,844	26,595	7,352	26,595	0
101-52210-50502	EQUIPMENT MAINTENANCE	8,241	11,833	13,667	16,000	8,105	18,000	2,000
101-52210-50503	EQUIPMENT LEASE AND RENTAL	348	348	348	349	203	203	(146)
101-52210-50504	VEHICLE MAINTENANCE	28,191	36,588	45,270	44,500	53,429	50,000	5,500
101-52210-50601	FUEL - GASOLINE AND DIESEL	32,064	30,353	31,649	35,000	19,255	35,000	0
101-52210-50602	ELECTRICITY	17,164	17,978	18,906	19,950	10,890	20,000	50
101-52210-50603	GAS	9,051	6,342	6,203	10,000	4,580	9,000	(1,000)
101-52210-50604	TELEPHONE	10,025	6,684	6,580	12,000	3,467	13,000	1,000
101-52210-50606	WATER AND SEWER	8,648	9,159	11,415	11,035	5,221	10,700	(335)
101-52210-50609	PUBLIC FIRE PROTECTION							0
101-52210-50701	CONFERENCES & TRAINING	21,480	22,967	31,788	29,000	11,594	30,000	1,000
101-52210-50703	FIRE PREVENTION	3,113	5,292	3,697	5,500	1,820	6,000	500
101-52210-50809	OTHER MISCELLANEOUS EXPENSES	16,659	18,171	21,086	20,000	13,731	20,000	0
101-52210-50812	WORKER'S COMPENSATION INSURANCE							0
101-52210-50902	EQUIPMENT CAPITAL OUTLAY	69,637	75,973	33,444	36,000	22,699	36,000	0

Totals for dept 52210 - FIRE DEPARTMENT		1,953,574	2,295,699	2,625,560	3,011,788	1,874,614	3,204,808	193,020
Dept 52220 - FIRE COMMISSION								
101-52220-50101	SALARIES							0
101-52220-50201	FICA							0
101-52220-50701	CONFERENCES & TRAINING	140		160	300			(300)
Totals for dept 52220 - FIRE COMMISSION		140		160	300			(300)
Dept 52230 - PUBLIC FIRE PROTECTION								
101-52230-50609	PUBLIC FIRE PROTECTION	190,624	217,077	217,077	217,077	108,539	217,077	0
Totals for dept 52230 - PUBLIC FIRE PROTECTION		190,624	217,077	217,077	217,077	108,539	217,077	0
Dept 52300 - AMBULANCE								
101-52300-50804	UNCOLLECTIBLE ACCOUNTS							0
Totals for dept 52300 - AMBULANCE								0
Dept 52400 - BUILDING INSPECTIONS								0
101-52400-50101	SALARIES	88,302	110,905	77,885	85,000	56,495	87,550	2,550
101-52400-50102	WAGES	6,470	7,418	6,950	7,069	4,703	7,281	212
101-52400-50201	FICA	7,048	9,058	6,485	7,044	4,666	7,255	211
101-52400-50202	RETIREMENT	6,115	6,384	5,855	6,399	4,253	6,828	429
101-52400-50203	HEALTH INSURANCE	25,579	10,478	2,182	2,526	1,803	2,585	59
101-52400-50204	DENTAL INSURANCE	1,736	699	128	137	97	136	(1)
101-52400-50205	LIFE INSURANCE	826	369	288	286	172	302	16
101-52400-50206	POST RETIREMENT BENEFITS				1,325		1,325	0
101-52400-50207	UNEMPLOYMENT							0
101-52400-50309	OTHER SUPPLIES AND EXPENSE	570	2,298	2,032	2,211	1,580	2,322	111
101-52400-50403	ENGINEERING AND INSPECTION	1,179	3,711	4,253	4,500	2,179	4,725	225
101-52400-50405	COMPUTER AND WEBSITE	613	1,067	1,101	1,144	1,103	1,201	57
101-52400-50504	VEHICLE MAINTENANCE			58	200		210	10
101-52400-50601	FUEL - GASOLINE AND DIESEL				1,000		1,050	50
101-52400-50701	CONFERENCES & TRAINING		1,275	2,226	3,000	2,236	3,150	150
101-52400-50702	TRAVEL	793	2,570	1,756	2,100	1,112	2,205	105
101-52400-50806	CODE ENFORCEMENT		200	169	500	52	525	25
101-52400-50902	EQUIPMENT CAPITAL OUTLAY			793			3,500	3,500
Totals for dept 52400 - BUILDING INSPECTIONS		139,231	156,432	112,161	124,441	80,451	132,150	7,709
Dept 53100 - PUBLIC WORKS								
101-53100-50101	SALARIES	33,030	32,849	37,733	39,548	28,130	40,647	1,099
101-53100-50102	WAGES	128,456	178,179	182,983	196,910	109,130	190,014	(6,896)
101-53100-50104	OVERTIME	1,420	3,607	3,724	3,500	5,461	7,250	3,750
101-53100-50105	SNOW REMOVAL	4,321	4,320	5,628	10,000	6,834	10,500	500
101-53100-50106	SEASONAL	22,558	21,293	26,818	40,000	20,336	38,000	(2,000)
101-53100-50201	FICA	14,424	18,296	19,315	22,182	12,775	21,910	(272)
101-53100-50202	RETIREMENT	11,555	14,839	15,668	16,955	9,761	17,886	931
101-53100-50203	HEALTH INSURANCE	48,928	66,399	68,414	93,449	51,721	76,389	(17,060)
101-53100-50204	DENTAL INSURANCE	3,603	4,839	5,121	5,639	3,048	3,825	(1,814)
101-53100-50205	LIFE INSURANCE	786	647	275	303	129	277	(26)

101-53100-50206	POST RETIREMENT BENEFITS	1,344	1,428	139	146	104	146	0
101-53100-50207	UNEMPLOYMENT	220	48					0
101-53100-50307	GEAR AND CLOTHING			1,000	1,750	1,885	2,250	500
101-53100-50309	OTHER SUPPLIES AND EXPENSE	14,813	15,268	17,525	20,000	16,440	22,000	2,000
101-53100-50403	ENGINEERING AND INSPECTION							0
101-53100-50405	COMPUTER AND WEBSITE						7,500	7,500
101-53100-50501	BUILDINGS AND GROUNDS							0
101-53100-50504	VEHICLE MAINTENANCE	10,629	12,530	14,339	14,000	9,282	14,700	700
101-53100-50505	ROAD MAINTENANCE	65,809	65,010	70,630	85,000	54,096	49,250	(35,750)
101-53100-50506	DITCHING AND DRAINAGE							0
101-53100-50509	SALT PURCHASE						40,000	40,000
101-53100-50601	FUEL - GASOLINE AND DIESEL	16,226	13,176	23,558	15,000	7,857	15,750	750
101-53100-50602	ELECTRICITY	10,885	10,986	11,068	11,000	6,214	11,000	0
101-53100-50603	GAS	5,461	3,836	3,918	6,021	2,922	4,500	(1,521)
101-53100-50604	TELEPHONE	1,037	660	574	600	652	600	0
101-53100-50606	WATER AND SEWER	6,486	13,425	9,385	9,120	4,181	8,600	(520)
101-53100-50607	STREET LIGHTS	20,753	23,246	23,712	24,195	14,623	26,460	2,265
101-53100-50701	CONFERENCES & TRAINING	1,990	2,657	1,000	2,000	861	2,100	100
101-53100-50702	TRAVEL		146					0
101-53100-50902	EQUIPMENT CAPITAL OUTLAY	2,000	1,950	3,000	3,500	1,346	4,000	500
Totals for dept 53100 - PUBLIC WORKS		426,734	509,634	545,527	620,818	367,788	615,554	(5,264)
Dept 53620 - SOLID WASTE								
101-53620-50102	WAGES	11,913	10,646	9,308	9,944	6,068	10,069	125
101-53620-50201	FICA	855	803	698	761	459	771	10
101-53620-50202	RETIREMENT	830	717	642	691	409	725	34
101-53620-50203	HEALTH INSURANCE	4,256	4,383	3,669	4,055	2,463	2,767	(1,288)
101-53620-50204	DENTAL INSURANCE	304	299	235	242	147	161	(81)
101-53620-50205	LIFE INSURANCE	47	30	11	11	5	11	0
101-53620-50301	OFFICE SUPPLIES				1,000		1,000	0
101-53620-50408	GARBAGE COLLECTION	476,998	522,056	532,797	413,187	262,372	426,480	13,293
101-53620-50504	VEHICLE MAINTENANCE							0
101-53620-50601	FUEL - GASOLINE AND DIESEL							0
101-53620-50608	RECYCLING AND TIPPING FEES	233,753	251,278	267,280	217,831	135,898	218,000	169
Totals for dept 53620 - SOLID WASTE		728,956	790,212	814,640	647,722	407,821	659,984	12,262
Dept 54100 - ANIMAL CONTROL								
101-54100-50409	OTHER CONTRACTED SERVICES	13,225	9,790	11,756	10,862	7,415	11,898	1,036
Totals for dept 54100 - ANIMAL CONTROL		13,225	9,790	11,756	10,862	7,415	11,898	1,036
Dept 55200 - PARKS								
101-55200-50101	SALARIES				500		500	0
101-55200-50201	FICA				38		38	0
101-55200-50309	OTHER SUPPLIES AND EXPENSE	2,900	5,072	2,965	3,000	1,463	3,000	0
101-55200-50409	OTHER CONTRACTED SERVICES		50					0
101-55200-50501	BUILDINGS AND GROUNDS			755		750		0
101-55200-50902	EQUIPMENT CAPITAL OUTLAY			4,000	4,000		4,000	0
Totals for dept 55200 - PARKS		2,900	5,122	7,720	7,538	2,213	7,538	0

Dept 55300 - RECREATION								
101-55300-50102	WAGES	5,990	5,072	5,792	5,952	4,573	6,311	359
101-55300-50104	OVERTIME							0
101-55300-50106	SEASONAL	4,999			1,500		500	(1,000)
101-55300-50201	FICA	823	385	429	570	341	521	(49)
101-55300-50202	RETIREMENT	389	345	400	414	289	454	40
101-55300-50203	HEALTH INSURANCE	978	603	225	2,704	1,709	2,767	63
101-55300-50204	DENTAL INSURANCE	56	85	160	161	102	161	0
101-55300-50205	LIFE INSURANCE	5	3	4	5	3	6	1
101-55300-50309	OTHER SUPPLIES AND EXPENSE							0
101-55300-50902	EQUIPMENT CAPITAL OUTLAY							0
Totals for dept 55300 - RECREATION		13,240	6,493	7,010	11,306	7,017	10,720	(586)
Dept 56910 - PLAN COMMISSION								
101-56910-50101	SALARIES	31,520	36,197	38,104	39,600	25,952	40,008	408
101-56910-50102	WAGES	1,120	640	840	3,360	440	3,360	0
101-56910-50201	FICA	2,378	2,815	2,980	3,287	2,019	3,318	31
101-56910-50202	RETIREMENT	2,035	2,442	2,627	2,752	1,290	2,881	129
101-56910-50203	HEALTH INSURANCE	7,383	4,518	5,001	5,407	1,802		(5,407)
101-56910-50204	DENTAL INSURANCE	349	322	349	645	349	323	(322)
101-56910-50205	LIFE INSURANCE	32	39	49	75	27	76	1
101-56910-50206	POST RETIREMENT BENEFITS							0
101-56910-50305	PRINTING AND PUBLISHING	416	289	254	400	234	428	28
101-56910-50309	OTHER SUPPLIES AND EXPENSE	40	30	24	30		30	0
101-56910-50403	ENGINEERING AND INSPECTION							0
101-56910-50409	OTHER CONTRACTED SERVICES	10,315	8,481	11,658	12,400		11,800	(600)
Totals for dept 56910 - PLAN COMMISSION		55,588	55,773	61,886	67,956	32,113	62,224	(5,732)
Dept 56920 - BOARD OF APPEALS								
101-56920-50102	WAGES	320			400		400	0
101-56920-50201	FICA	24			31		31	0
101-56920-50202	RETIREMENT							0
101-56920-50309	OTHER SUPPLIES AND EXPENSE							0
Totals for dept 56920 - BOARD OF APPEALS		344			431		431	0
Dept 59100 - TRANSFER OUT								
101-59100-50000	TRANSFER TO OTHER FUNDS		1,800,754	332,373				0
Totals for dept 59100 - TRANSFER OUT			1,800,754	332,373				0
TOTAL APPROPRIATIONS		5,727,534	8,140,150	6,984,472	7,170,685	4,472,425	7,593,696	423,011
NET OF REVENUES/APPROPRIATIONS - FUND 101		2,015,616	731,930	814,556		1,932,959	25,654	25,654
BEGINNING FUND BALANCE		3,100,987	5,105,858	5,837,663	6,652,705	6,652,705	8,585,664	1,932,959
FUND BALANCE ADJUSTMENTS		(10,747)	(128)	480				0
ENDING FUND BALANCE		5,105,856	5,837,660	6,652,699	6,652,705	8,585,664	8,618,818	1,966,113

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

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**WORK SESSION:** Sept. 16, 2025

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

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

**REVIEWED BY:** Jim Hurley, Village Administrator

**AGENDA ITEM:** #5 Presentation and Discussion with Mueller Communications of the Option Assessment Report for the purpose of gathering information ahead of conducting a community survey for the possibility of a Public Safety Levy Limit Referendum

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**BACKGROUND:**

The Village of Somers and the surrounding area has experienced tremendous growth over the past decade. The attractiveness of the area has brought both businesses and people to the area, some residents, some commuters, but all passing through the Village and Town of Somers and supporting local businesses.

These changes have resulted in an increase of calls to the Fire Department, which has been well document in the Annual Fire Department reports.

As you will recall, at the beginning of the year, the Village received MacMahon's Staff Needs Assessment report recommending that long term, the Village should add nine full-time Fire / medics to the department and adjust pay rates to improve recruitment and retention.

Due to state law limiting our levy, this will not be possible without a referendum to exceed the levy limit.

Village Assistant Administrator Kevin Poirier, Accountant Samone Naylor and President George Stoner attended a referendum presentation at the Ehlers' 2025 Wisconsin Public Finance Seminar this past February. The presenters discussed why so many communities have to go to referendum to fund public safety and successful strategies. It stressed the need for community outreach and education as keys to success.

In June, the Village hired Mueller Communications for the purpose of collecting information, and conducting a community survey about a public safety levy limit referendum.

Should the Village decide to put a referendum question on the April ballot, the Village Clerk needs to file the question in January

If yes, the Village will need to develop a public outreach campaign sometime this fall. The Village reached out to Mueller Communications for help on the process.

UPDATE:

Administrator Hurley, Assistant Administrator Poirier and Somers Fire Chief Andersen worked together with the Mueller Team over the past months to review data, develop charts and define challenges facing the community and options to fund a solution as appropriate.

A comprehensive options assessment report is being presented to you tonight. The goal is to ensure complete, digestible information is available to community members as they evaluate a comprehensive set of solutions.

Phase II will consist of public outreach and education about the possible referendum.

ATTACHMENTS:

None

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

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**WORK SESSION:** Sept. 16, 2025

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

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

**REVIEWED BY:** Jim Hurley, Village Administrator

**AGENDA ITEM:** #6 Discuss and review Resolution 2025-012 for Bear Development's request to vacate a dedicated public right of way and release from Developer's Agreement between Somers for the former Willow Creek Condominium project (Parcels 82-4-222-151-0560, 82-4-222-151-0561, 82-4-222-151-0563)

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**BACKGROUND:**

In 2006, the Town of Somers entered into a Developer's Agreement with Bear to develop the Willow Creek site as a condominium project. In 2009, a CSM was recorded that dedicated public right of way for the project. This project never moved forward for a variety of economic reasons.

Bear Development has been working with the Village for several years to bring a project to their Willow Creek site located on CTH E. In 2024, they presented a concept plan for that would have included 33 single-family lots and 32 duplexes. Since this time, the Developer has decided that they wanted to pursue the Willow Creek site with only single-family homes. The Preliminary Plat was approved and they are in the process of submitting their final plat to the Plan Commission.

In preparation for their upcoming plat submission, Bear Development has requested that the public right of way that was dedicated be vacated. This will allow them to "reconfigure" right of way that will be necessary for their single-family project.

**UPDATE:**

Attorney Davison prepared a Release of Right-Of-Way document that when reviewed by the developer. It was found to not conform to 66.1003, Wis. Stats. Updated documents were prepared to achieve the vacation of the roadway and a corresponding Resolution.

COMMENTS:

Staff would suggest that the right of way be vacated and resolution be approved so this new project can move forward in a timely manner.

If the Board agrees, the Resolution will be placed on the Sept. 23, 2025 Village Board Meeting for approval.

ATTACHMENTS:

Bear Development Letter dated Feb. 18, 2025

Warranty Deed

Proposed Resolution

Willow Creek Court Survey

February 18, 2025

Mr. Jason Peters,  
Village of Somers Administrator  
7511 12th Street  
Somers, WI 53171

Dear Mr. Peters:

Bear Development LLC is pleased to submit this letter and the enclosed submittal materials as formal application for Right of Way Vacation for Willow Creek Court, a dedicated public right of way within the Village of Somers. Bear Development is acting on behalf of the owner of record, Berwick Properties, Inc.

**Project Summary**

Berwick Properties Inc. is the owner of record of approximately 40.05 acres of land in the Village of Somers, commonly known as Willow Creek. The property is located on the south side of CTH E, approximately 1000' west of the intersection of STH 31 and CTH E.

In 2009, the subject property was divided into three (3) separate parcels by Certified Survey Map No. 2556 to accommodate a proposed condominium development. The CSM also served to dedicate Willow Creek Court for public street purposes.

For a variety of reasons, the approved condominium project did not advance. Since then, Berwick Properties has re-envisioned the property as a single-family residential subdivision. The Conceptual Site Plan was approved by the Village along with a Comprehensive Land Use Amendment. The with a street network shown on the Conceptual Site Plan does not align with the previously dedicated right of way.

Berwick Properties, respectfully requests that the public right away of Willow Creek Court be vacated. Berwick Properties owns the property on either side of the dedicated right of way; and upon vacation will take ownership of the former right of way. Bear Development intends to bring forth a Preliminary Plat for Village of Somers review and approval in March 2025. Upon recording the eventual Final Plat, future right away, in a different configuration will be dedicated to the Village of Somers for public street purposes.

We look forward to discussing this request with Village Staff in further detail. 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)



Phone: 262.694.2327



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



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



*Providing Creative Real Estate Solutions to Build Better Communities*

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Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Szczap".

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

A **BEAR** GROUP COMPANY  
REAL ESTATE

65/135



Exhibit A

Parcel 1:

Outlot 1 of Certified Survey Map No. 2556, recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, on December 6, 2006 as Document Number 1503627, EXCEPTING THEREFROM : Commencing at the Southeast corner of Lot 2 of said Certified Survey Map No. 2556 and the Point of Beginning; thence South 01° 17' 30" West, a distance of 5.24 feet; thence South 89° 24' 20" West, a distance of 155.58 feet; thence North 53° 23' 00" West, a distance of 8.66 feet; thence North 89° 24' 20" East, a distance of 162.66 feet to the Point of Beginning. Being a part of the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 15, Township 2 North, Range 22 East. Said land being in the Village of Somers, County of Kenosha and State of Wisconsin.  
Tax No. 82-4-222-151-0560

Parcel 2:

Lot 3 of Certified Survey Map No. 2556, recorded in the office of the Register of Deeds for Kenosha County, Wisconsin December 6, 2006 as Document No. 1503627, being part of the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 15, Township 2 North, Range 22 East of the Fourth Principal Meridian. Said land being in the Village of Somers, County of Kenosha and State of Wisconsin.  
Tax No. 82-4-222-151-0563

Parcel 3:

Lot 1 of Certified Survey Map No. 2556, recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on December 6, 2006 as Document No. 1503627, being part of the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 15, Township 2 North, Range 22 East of the Fourth Principal Meridian. Said land being in the Village of Somers, County of Kenosha and State of Wisconsin.  
Tax No. 82-4-222-151-0561

Document Number

**RESOLUTION #**

Document Title

Return to:

Bear Real Estate Group  
4011 80<sup>th</sup> Street  
Kenosha, WI 53142

See attached Exhibit 1

Parcel Identification Number

**VILLAGE OF SOMERS, KENOSHA COUNTY, WISCONSIN**

**RESOLUTION 2025-012**

**A RESOLUTION OF THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF SOMERS TO TO VACATE AND DISCONTINUE WILLOW CREEK COURT**

WHEREAS, pursuant to Wis. Stat. § 66.1003, the Village Board has statutory authority to vacate and discontinue Village roads within its jurisdiction; and

WHEREAS, the public interest requires vacation of Willow Creek Court as depicted and described in Exhibit 1; and

WHEREAS, this vacation of Willow Creek Court was introduced and approved by the Village Board of the Village of Somers on March 11, 2025; and

WHEREAS, this Resolution was introduced before the Village Board of the Village of Somers on Sept. 12, 2025; and

NOW THEREFORE, BE IT RESOLVED, the Village Board of the Village of Somers, Kenosha County, Wisconsin, by this resolution, adopted by a majority of the Village board on a roll call vote with a quorum present and voting and proper notice having been given, resolves and declares as follows:

The public way known as Willow Creek Court as depicted on the attached Exhibit 1 is vacated and discontinued under s. 66.1003 (4), Wis. stats. It is in the public interest that the public way described below is vacated and discontinued under s. 66.1003 (4), Wis. Stats.; and

BE IT FURTHER RESOLVED, that the discontinuance of the above-described public way will not result in a landlocked property and no owner of property abutting the discontinued public way will be damaged by the discontinuance. The discontinued public way will be vacated and the land awarded to Somers Creek, Inc., as the owner of the real estate abutting the discontinued way; and

BE IT FURTHER RESOLVED, the Village clerk shall properly post or publish this resolution as required under s. 60.80, Wis. stats.

FINALLY RESOLVED, that the Village Clerk shall record a certified copy of this Resolution together with the Kenosha County Register of Deeds.

Dated in Somers, Wisconsin, this 9<sup>th</sup> day of September 2025.

VILLAGE OF SOMERS

By: \_\_\_\_\_

Attest: \_\_\_\_\_

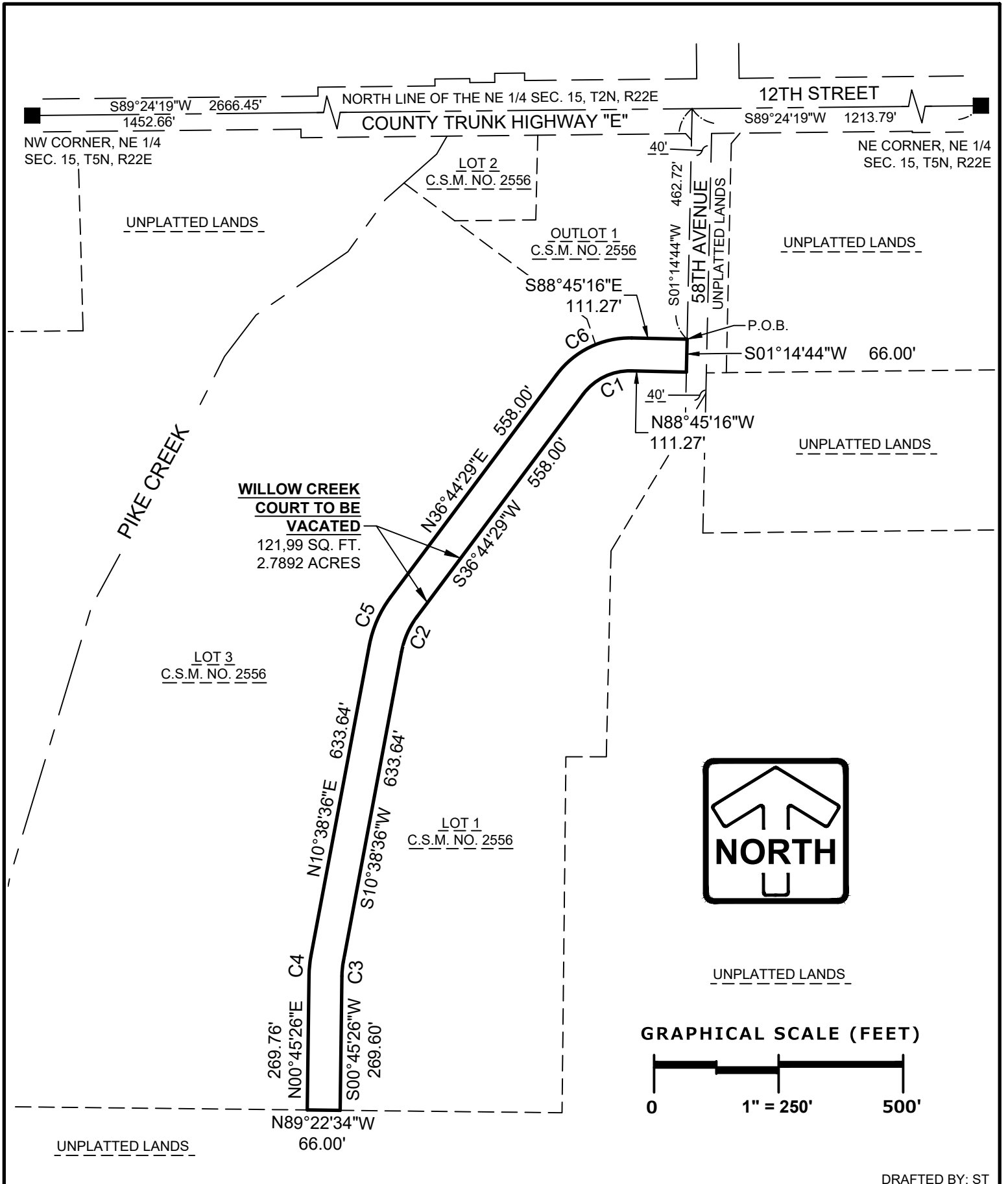
George Stoner, President

Wendy Burnette, Clerk/Treasurer

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2025 the above named \_\_\_\_\_, the City Clerk of the Village of Somers, and known to me to be the person who executed the foregoing instrument and acknowledge that he executed the same on behalf of said company by its authority.

\_\_\_\_\_  
\* \_\_\_\_\_ Notary Public, \_\_\_\_\_ County, WI My  
commission (is)(expires):

**EXHIBIT 1**  
**(See attached hereto)**



DRAFTED BY: ST

**LEGAL DESCRIPTION:**

Being a part of the Northeast 1/4, Southeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 15, Township 2 North, Range 22 East, Village of Somers, Kenosha County, Wisconsin, described as follows:

Commencing at the northeast corner of the Northeast 1/4 of said Section 15; thence South 89°24'19" West along the north line of said Northeast 1/4, 1213.79 feet; thence South 01°14'44" West and then along the west right of way line of 58th Avenue, 462.72 feet to the Point of Beginning;

Thence continuing South 01°14'44" West along said west right of way line, 66.00 feet; thence North 88°45'16" West, 111.27 feet to a point of curvature; thence southwesterly 111.30 feet along the arc of said curve to the left, whose radius is 117.00 feet and whose chord bears South 63°59'36" West, 107.15 feet; thence South 36°44'29" West, 558.00 feet to a point of curvature; thence southwesterly 76.07 feet along the arc of said curve to the left, whose radius is 167.00 feet and whose chord bears South 23°42'32" West, 75.41 feet; thence South 10°38'36" West, 633.64 feet to a point of curvature; thence southwesterly 28.82 feet along the arc of said curve to the left, whose radius is 167.00 feet and whose chord bears South 05°42'00" West, 28.78 feet; thence South 00°45'26" West, 269.60 feet; thence North 89°22'34" West, 66.00 feet; thence North 00°45'26" East, 269.76 feet to a point of curvature; thence northeasterly 40.20 feet along the arc of said curve to the right, whose radius is 233.00 feet and whose chord bears North 05°42'00" East, 40.15 feet; thence North 10°38'36" East, 633.64 feet to a point of curvature; thence northeasterly 106.13 feet along the arc of said curve to the right whose radius is 233.00 feet and whose chord bears North 23°42'32" East, 105.22 feet; thence North 36°44'29" East, 558.00 feet to a point of curvature; thence northeasterly 174.08 feet along the arc of said curve to the right, whose radius is 183.00 feet and whose chord bears North 63°59'36" East, 167.59; thence South 88°45'16" East, 111.27 feet to the Point of Beginning.

CURVE TABLE				
CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	111.30'	117.00'	S63°59'36"W	107.15'
C2	76.07'	167.00'	S23°42'32"W	75.41'
C3	28.82'	167.00'	S05°42'00"W	28.78'
C4	40.20'	233.00'	N05°42'00"E	40.15'
C5	106.13'	233.00'	N23°42'32"E	105.22'
C6	174.08'	183.00'	N63°59'36"E	167.59'





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

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**WORK SESSION:** Sept. 16, 2025

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

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

**REVIEWED BY:** Jim Hurley, Village Administrator

**AGENDA ITEM:** #7 Review 2026 – 2028 Collective Bargaining Agreement with the Firefighter/EMT Employees, Local 4831-IAFF

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**BACKGROUND:**

Village staff reached a tentative agreement with the Firefighter/EMT, Local 4831-IAFF. The current agreement expires at the end of the calendar year. The proposed agreement is from January 1, 2026 – December 31, 2028.

The proposed change was mutually agreed to by both management and the collective bargaining unit.

Here is a summary of proposed additional changes to the agreement:

- Modified the pay schedule. To improve recruitment and retention, reduced the schedule from six to four steps, and the max step from 84 months to 60 months of employment. The starting rate will increase from \$19.51 in 2025 to \$22.06 in 2026.
- Wage increases of 3% in 2026, 3.5% in 2027, and 3.5% in 2028 for employees and officers.
- Initial uniform: change from issuing standard Village-purchased uniforms to an employee allowance of up to \$700.
- Uniform replacement clothing and gear allowance: increase to \$350 annually.
- All new hires must join one of the Specialized response teams (Dive, Hazmat, Technical Rescue or Fire Investigation) by their one-year anniversary and must stay in good standing on the team for a minimum of five years at a technician level.
- Vacation Payout: added an option for employees to receive up to 72 hours annually at an employee's normal hourly wage.
- Management Rights: removed "for just cause" from the rights of Management.

- Fire Commission: removed the Fire Commission “may appoint,” and added “may approve appointment” of one (1) or more Lieutenants and Captains upon recommendation of the Fire Chief.

PRIOR ACTION TAKEN:

This contract was discussed during prior Closed and Open Village Board Meetings.

COMMENTS:

If the Board agrees, the Collective Bargaining Agreement will be placed on the Sept. 23, 2025 Village Board Meeting for approval.

ATTACHMENTS:

Redlined 2026 – 2028 Collective Bargaining Agreement

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**VILLAGE OF SOMERS**

**AND**

**VILLAGE OF SOMERS FIREFIGHTER/EMT EMPLOYEES,  
LOCAL 4831 – IAFF**

## AGREEMENT

This Agreement, made and entered into at the Village of Somers, Kenosha County, Wisconsin, according to the provisions of §111.70, Wisconsin Statutes, by and between the Village of Somers as the Municipal Employer, hereinafter referred to as the “Village”, and the Village of Somers Professional Firefighters Local 4831 of the International Association of Firefighters, AFL-CIO, hereinafter referred to as the “Union”, on behalf of the employees in the bargaining unit hereinafter described; such Agreement to commence on January 1, 20~~23~~<sup>25</sup>, and shall be in effect at least through December 31, 20~~25~~<sup>25</sup>.

Both parties to this Agreement are desirous of continuing a harmonious employer/employee relationship and, therefore, have entered into this Agreement covering rates of pay, hours of work, conditions of employment, as well as procedures for reducing potential conflict with the expectation that these agreed-to provisions will continue such a relationship. The mutual interests of the parties hereto are recognized by this Agreement in the operation of the Fire Department that will promote efficiency and the best possible fire protection for life and property for all citizens of the Village and Town of Somers.

### Article 1 -- Union Recognition.

- (A) **Recognition.** The Village hereby recognizes the Union as the exclusive bargaining representative for purposes of negotiation on all matters concerning wages, hours, and other conditions of employment for all full-time represented Village of Somers Firefighter/EMT employees, but excluding the Fire Chief and one (1) Assistant Chief, elected officials, part-time employees, paid on call employees, and all Public Works and office employees represented by Local 71, AFSCME, AFL-CIO.
  
- (B) **Union Activities and Discrimination.** The employer agrees that no employee will be discriminated against because of membership in or activity in connection with the Union and the employer will not discourage membership in the Union and the Union agrees that it will not conduct Union activities on the employer’s time, except as permitted herein.
  
- (C) **Inspection of Working Conditions and Resolving Grievances.** Any representative of the Union shall have the right to visit the Fire Department at any reasonable time for the purpose of inspecting working conditions and settling existing grievances. A Village employee on official Union business shall notify his/her immediate supervisor prior to leaving one station, and proceeding to another station, and shall notify the immediate supervisor of the other station before transacting Union business. The immediate supervisor in both instances (when he/she receives notice) shall advise the Union officer if the Union business will unreasonably interfere with Village business. Permission to conduct Union business shall not be unreasonably withheld; however, visits by Union officers shall not be used to interrupt the operation of any Village function or the various

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Village departments. The Union agrees to notify the Village Clerk/Treasurer of its officers, committee members, and stewards and their areas of responsibilities prior to these individuals beginning to act in official capacities on behalf of the Union.

- (D) **Bulletin Board.** The Union will be permitted the use of a bulletin board in each firehouse for the posting of Union notices or other Union matters. Political notices of any type will be prohibited from being posted on any bulletin board provided for the posting of Union business.
- (E) **Union Meetings.** The Union is hereby granted use of a room in any fire station for its meetings. The location of such meeting shall be subject to the prior approval of the Chief. Members attending such meetings while on duty shall be subject to call during such meetings. The Union shall give the Fire Chief or the on-duty Officer in Charge reasonable prior notice of the meetings to be held.
- (F) **Negotiations.** Either party to the Agreement may select for itself such negotiator or negotiators for the purpose of carrying on conferences or negotiations under the provisions of Section 111.70, Wisconsin Statutes, as such party may determine. No consent from either party shall be required in order to name such negotiator or negotiators.

## **Article 2 – No Strike or Lockout.**

- (A) **Defined.** During the term of this Agreement, the Union shall not cause or support, nor may any employee or employees take part in any strike, intentional slowdown, or any other interference with or stoppage of the Village's work. Any employee who violates this provision or participates in its violation shall be subject to discharge. The Village will not lock out its employees.
- (B) **Reciprocal Aid.** The Village also agrees it will not order the Fire Department into another municipality to staff that municipality's fire stations or apparatus where there is a labor dispute in progress. However, the Village will respect calls for mutual aid or reciprocal aid to emergencies, as per signed agreements.
- (C) **Union Action.** Upon notification by the Village to any Union representative that certain of its members are engaged in a violation of the provision of the preceding paragraph, the Union shall immediately and in writing, order said members to return to work or cease or desist such violate activities. The Union shall provide to the Village a copy of such order and a responsible Union representative shall publicly order the employees to return to work or cease the violate activity.

**Article 3 –Condition and Duration of Agreement.**

- (A) **Term.** This Agreement shall become effective as of the first day of January, 20~~23~~<sup>22</sup> and shall remain in effect for a period of three (3) years through December 31, 20~~25~~<sup>24</sup> and from year to year thereafter unless either party gives notice to the other by August 1, 20~~25~~<sup>24</sup> or August 1 of any year thereafter, to vacate or amend it.

**Article 4 -- Management Rights.**

- (A) **In General.** The management of the Village of Somers and the direction of the employees in the bargaining unit, including but not limited to, the right to hire, the right to assign employees to jobs and equipment in accordance with the provisions of this Agreement, the right to assign overtime work, the right to schedule work, the right to relieve employees from duty because of lack of work or for other legitimate reasons ~~for just cause~~, except as otherwise provided in this Agreement, shall be vested exclusively in the Village. Each represented employee shall be required to report to and/or take direction from any management designee, who shall include: Fire Chief, Deputy Chief, any acting Chief and Village Administrator in that order of priority.
- (B) **Change in Methods and Equipment.** In the event of change of equipment or methods of operation, the Village shall have the right to reduce the working force subject to this Agreement and in the sole judgment of the Village make reductions in the work force as required. Nothing in this Agreement shall be construed to either require or to restrict the right of the Village to adopt, install, or operate new or improved equipment or methods of operation. It is further recognized by the Union that the Village of Somers Fire Department is comprised of a small group of people, both hourly and salary. As a result, both hourly union members, part-time paid on call and management may, at times, be required to work physically, hand in hand, to insure the welfare of the general public.
- (C) **Public Health and Safety.** Nothing in this Agreement shall be construed to limit the discretion of the Village with regard to matters affecting the public health, safety or general welfare.
- (D) **Work Rules.** The Union recognizes the right of the Village to establish reasonable work rules, subject to the Union's right to grieve such rules, and to enforce applicable work related regulations promulgated by agencies of the State of Wisconsin or United States of America. These work rules shall include, but shall not be limited to, the Village of Somers Fire & Rescue Policy and Procedures Manual, the terms of which are incorporated herein by reference. Except in situations in which emergency rule changes are needed to be put in place immediately, copies of newly established work rules or amendments to

existing rules will be furnished to the Union at least ten (10) days prior to the effective date of the rule.

- (E) **Subcontracting.** The Union recognizes that the Village has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested exclusively in the Village. However, no employee shall be laid off or suffer a reduction in regular hours as a result of subcontracting.
- (F) **Community Service.** The Village participates in the community service program. The Union recognizes the Village's participation in this program and the value of such, and will cooperate with this program and its intent. However, no employee shall be laid off or suffer a reduction in regular hours as a result of the Village's participation in a community service program.
- (G) **Fire Commission.** The Village Fire Commission is recognized as having precedence over such provisions of this Agreement as are specifically provided for under authority granted the Commission by Wisconsin Statutes. Along with the hiring/promotion/disciplining of employees, the Fire Commission ~~may appoint~~ **may approve appointment of** one (1) or more Lieutenants and Captains upon recommendation of the Fire Chief. Any Lieutenants and Captains so appointed shall receive additional compensation during their service as officers in accordance with the Schedule of Stipends for Officers, Exhibit "D" attached hereto and incorporated by reference herein.
- (H) **Overtime.** From time to time, staffing shortages may require the Village to fill in the shortage with paid-on-call (POC) or part-time members of the department. When no POC or part-time members are available to fill in the staffing shortage, the Village shall offer the fill in to the full-time employees. All overtime which is worked by a full-time employee shall be paid at one and one-half (1½) times his/her hourly rate for all such time worked. All overtime worked by a full-time employee which is mandatory overtime described in Section (2), below, shall be paid at two (2) times his/her hourly rate worked for more than twenty-four (24) hours in one (1) month or which is worked on a holiday as defined in Article 9(E)(1) below. Any portion of a full hour shall be calculated to the next quarter hour. Any full-time employee who is not released at the normal ending time of the their work day and who is required to remain on-duty shall be paid at the rate of one and one-half (1½) times their hourly rate for all such time worked following their regular shift. Any portion of a full hour shall be calculated to the next quarter hour. The Village reserves the right to contact any Fire Department employee regarding the need to respond to operational problems during hours when the employee is not otherwise scheduled to work.
  - (1) **Scheduled Overtime.** All scheduled overtime will be offered with a minimum of seventy-two (72) hours notice. Scheduled overtime will be

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distributed based upon seniority and will be offered to the most senior person first, with a maximum of twenty-four (24) hours of scheduled overtime worked per calendar month. If maximum hours are reached or the most senior person refuses scheduled overtime hours, then the hours will be offered to the next most senior person in the bargaining unit until all hours are covered or the last person on the seniority list is reached. In the event that the least senior person refuses hours then that person would be required to work those hours pursuant to the provisions of mandatory overtime, subsection (2), below. If scheduled overtime hours are available at the beginning of a shift and are less than two (2) hours duration, those hours may be offered to an employee who is coming off shift first, regardless of seniority. No scheduled overtime will be offered to employees on a scheduled vacation day and any scheduled overtime hours which are offered with less than seventy-two (72) hours minimum notice shall be for a minimum of two (2) hours unless continuous with the end of a shift (see above).

(2) **Mandatory Overtime.**

(a) **Generally.** Management has the right to require overtime from employees, as operational requirements dictate. The employee contacted by management for mandatory overtime shall be clearly advised that the overtime is mandatory. Mandatory overtime will be distributed to the least senior member of the unit first. A maximum of twenty-four (24) hours per month of mandatory overtime will be required before maximum hours are reached and a unit member can refuse additional mandatory overtime. Upon reaching the maximum, the next least senior unit member on the seniority list shall be required to work mandatory overtime until all hours are covered or the most senior unit member is reached. In the event that all members of the bargaining unit have reached the maximum monthly overtime, additional mandatory overtime shall be required of the least senior unit member and the process will repeat. However, no employee can be forced to work more than twenty-four (24) hours of mandatory overtime in one month in the absence of a bona fide emergency. Employees required to report to work for mandatory overtime shall report within a reasonable time frame. An employee cannot be forced to report to work for mandatory overtime when that employee has taken a vacation day or a sick day or during any period between two scheduled shifts where a vacation or sick day falls in between the two scheduled shifts.

(b) **Supplemental Provisions.**

- (i) In the event that management requires mandatory overtime which is in excess of twenty-four (24) hours, management may order mandatory overtime for a period not to exceed forty-eight (48) hours in a month for any one (1) employee subject to the following:
  - (a) Mandatory overtime shall not be forced on consecutive days in excess of twenty-four (24) hours unless consecutive with a scheduled or voluntary overtime shift or if a bona fide emergency is declared.
  - (b) Pursuant to ~~state~~ ~~federal~~ law, management shall not exceed a mandatory overtime work period in excess of seventy-two (72) continuous hours in any combination of regular scheduled hours and mandatory hours. At the conclusion of seventy-two (72) hours of continuous work at least twenty-four (24) hours must elapse provided any further scheduled hours or mandatory overtime hours are worked by the employee. This provision also applies to a bona fide emergency declared by management.
  - (c) An employee shall not be forced to work more than twenty-four (24) hours of mandatory overtime in a running seven (7) day period including the prior or next month from the current month.
  - (d) In the event that mandatory overtime is imposed by management, no more than one (1) station change shall be required in any forty-eight (48) hour continuous period of work. Employees shall have the right to voluntarily request station changes or accept station changes more frequently than one (1) change in the forty-eight (48) hour period of continuous work. Station changes shall not occur after 18:00 hours or before 06:00 hours with the exception of a circumstance where a shift vacancy is created by a crew member leaving during a shift unexpectedly due to injury, illness or other emergency where sick time is used during the shift.

- (c) **Bona fide Emergency.** In the event that the Chief, the Chief's designee or the Village determines the need to declare a bona fide

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emergency for any reason, the Village shall provide within twenty-four (24) hours of declaration, in writing, the nature of the emergency, the estimated duration of the emergency not to exceed thirty (30) days and the specific events or conditions which warrant declaration of a bona fide emergency. In the event that outside staffing is required, the Union shall be advised of the period of time when such outside staffing is deemed necessary by management and any outside staffing shall not exceed the duration of the emergency declaration as specified above.

(I) **Acting Chief.**

- (1) **Selection of Acting Chief.** If no Somers Fire Department Chief or Deputy Chief officer is available to be the on-duty Chief, the Chief may assign a represented employee as that term is defined under Article 7(A) hereafter, who is also a Captain of the Department to the position of Acting Chief. A represented employee who is designated Acting Chief shall be paid an hourly stipend of Five (\$5.00) Dollars per hour in addition to his or her normal hourly rate for the duration of time in which the employee is assigned to the position of Acting Chief. No overtime will be paid for Acting Chief duties. Any assignment as Acting Chief will be for a minimum of six (6) consecutive hours, in the same fashion that overtime shifts are assigned in accordance with Article 4(H) above. The Captain who is designated Acting Chief can already be on duty or may be an off duty Captain and will be provided a white helmet for on-call hours while designated Acting Chief.
- (2) **Selection Process.** The Chief will offer Acting Chief hours to an on-duty Captain voluntarily first in an order that is up to the Chief's discretion. If no on-duty Captains voluntarily accept the Acting Chief hours which are offered, the Chief may then offer it to off-duty Captains, in an order within the discretion of the Chief. If no off-duty Captains accept the hours, then an on-duty Captain may be forced to accept the designation of Acting Chief. If there is more than minimum staffing already on the schedule for a certain shift, the on-duty forced designation of Acting Chief can be completed before offering it to an off-duty Captain. Acting Chief duties and responsibilities shall be as delineated on the attached Exhibit "E" which is incorporated herein by reference.

**Article 5 - Dues Check-Off & Fair Share Agreement.**

- (A) **Dues Check-Off.** The Village shall deduct the membership dues of the Union, or an amount equivalent thereto, from the salary of any employee who signs an authorization form supplied by the Union. Such dues or equivalent amount certified by the Union shall be deducted in equal amounts from each check.

Withheld amounts shall be forwarded to the Union within ten (10) days following the actual withholding together with a record of the amount and the names of those employees for whom deductions have been made. Automatic renewal of such authorizations will be made for successive periods of one (1) year, unless written notice of the revocation is given to the Village and the Union by the employee prior to the start of any new contract year.

- (B) **Fair Share Agreement.** All employees in the bargaining unit shall be required to pay, as provided in this Article, their fair share of the costs of representation by the Union. No employee shall be required to join the Union, but membership in the Union shall be available to all employees who apply, consistent with the Union's constitution and by-laws.
- (C) **Deductions.** The Village shall deduct from the monthly earnings of all employees in the collective bargaining unit, their fair share of the cost of representation by the Union, as provided in Section 111.70(1)(f), Wis. Stats. and as certified to the Village by the Union. The Village shall pay said amount to the treasurer of the Union on or before the end of the month in which such deduction was made. The date for the commencement of these deductions shall be determined by the Union; however, all employees shall be required to pay their full fair share assessment regardless of the date on which their fair share deductions commence. The Village will provide the Union with a list of employees from whom deductions are made with each monthly remittance to the Union.
- (1) The Union shall notify the Village of the amount certified by the Union to be the fair share of the cost of representation by the Union and the date for the commencement of fair share deductions, (two (2) weeks) prior to any required fair share deduction.
- (D) **Union Certification.** The Union agrees to certify to the Village only such fair share costs as are allowed by law and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. The Union agrees to inform the Village of any change in the amount of such fair share costs.
- (E) **No Mandatory Membership.** The Union shall provide employees who are not members of the Union with an internal mechanism within the Union which is consistent with the requirements of state and federal law and which will allow those employees to challenge the fair share amount certified by the Union as the cost of representation and to receive, where appropriate, a rebate of any monies to which they are entitled. To the extent required by state or federal law, the Union will place in an interest-bearing escrow account any disputed fair share amounts.
- (F) **Indemnification.** The Union does hereby indemnify and shall save the Village harmless against any and all claims, demands, suits, or other forms of liability,

including court costs, that shall arise out of or by reason of action taken or not taken by the Village, which Village action or non-action is in compliance with the provision of this Article, and in reliance on any lists or certificates which have been furnished to the Village pursuant to this Article; provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the Union and its attorneys. However, nothing in this section shall be interpreted to preclude the Village from participating in any legal proceedings challenging the application or interpretation of this Article through representatives of its own choosing and at its own expense.

**Article 6 -- Equal Employment Opportunity.** It is the policy of the Village to be fair and impartial in all its relations with its employees and applicants for employment without regard to his/her race, color, religion, age, gender, sexual orientation, marital status, handicap, arrest record, or national origin.

The Village will ensure that promotion, training, and transfer decisions are made in accordance with principles of equal employment opportunity and will impose only valid qualification requirements. The Village also will ensure that all other personnel actions, such as decisions concerning compensation, benefits, transfers, layoffs, returns from layoff and terminations, will be administered without regard to race, color, religion, age, gender, sexual orientation, marital status, handicap, arrest record or national origin.

**Article 7 -- Types of Employees.**

- (A) **Regular, Full-time.** Any represented employee who has been hired into a permanent, full-time position and who works a shift of twenty-four (24) hours per day, with forty-eight (48) hours off which constitutes approximately fifty-six (56) hours per week. This type of employee is entitled to all benefits contained in this Agreement.
- (B) **Probationary.**
  - (1) **Period.** An employee shall be probationary for the first three hundred sixty-five (365) calendar days of his/her employment.
  - (2) **Completion.** Upon completion of such three hundred sixty-five (365) calendar days of employment, the employee shall be entered on the seniority list as of his/her date of hire.
  - (3) **Retention.** A probationary employee has no seniority rights and his/her retention as an employee is entirely within the discretion of the Village.
  - (4) **Extension of Probationary Period.** If the Village believes that an additional probationary period is necessary, such period may be extended by mutual agreement of the Chief and the employee.

## **Article 8 – Employee Responsibilities.**

- (A) **Physical Examinations.** Applicants accepted for employment with the Village are required to pass a physical examination given by a physician selected by the Village at the Village's expense in accordance with Article 20 of this Agreement.
- (B) **Valid Driver's License.** Any applicant must possess, not later than the first date of work, and must maintain as a continuing condition of employment, a valid Driver's License issued by the State of Wisconsin.
- (C) **Training.** Full-time firefighters will receive one and one-half (1½) times their full-time hourly rate when participating in training, conducting training, answering fire and rescue calls or performing other services for the Village while off duty. Time is calculated on the basis of time expended. If training is scheduled during employee's regular shift, no extra compensation shall be given if he/she chooses not to take this exercise but makes it up at a later date. Every effort shall be made by the Village to schedule training so that it takes place during an employee's regularly scheduled shift to avoid overtime.
- (D) **Working Hours.** All represented employees shall begin at 0600 hours and end their shift at 0600 hours the following day.
- (E) **Fill-In Pay.**
- (1) Full-time employees who are requested or ordered by the Fire Chief to fill in for a full-time employee that is not available to work as normally scheduled, shall be paid one and one-half (1½) times his/her regular hourly rate, based on a fifty-six (56) hour work week, for such time worked.
  - (2) Employees who are not released at their regular quitting time and are required to work overtime, shall be paid at the rate of one and one-half (1½) times their regular hourly rate for such time actually worked to the next quarter (1/4) of an hour. All overtime will be paid in employees regular paycheck.
- (F) **Time Trades.** A trade of duty time may be made between full-time employees. The Village shall not incur any overtime liability under any circumstances (if applicable) as the result of such time trades. The employees recognize that use of time trades creates an obligation between the employees and it shall be the responsibility of the individuals involved in the time trade to see that they respectfully fulfill such obligations.
- (G) **EMT License.** As of August 31, 2017, every employee must possess and must maintain as a continuing condition of employment, a valid EMT I-12 license (or such other designation as may be issued by the State of Wisconsin for the highest

level of EMT licensure). Employees hired on or before August 31, 2017, will not be required to obtain paramedic status but will be required to maintain the level of licensure which has been issued to that employee as of August 31, 2017. Every full-time new hire beginning September 1, 2017, must have and maintain a State of Wisconsin issued paramedic license.

- (H) **Overtime Pay.** Overtime will be calculated and paid each pay period.
- (I) **Recording Time.** All Union employees shall be required to use the Department approved pay cycle report.
- (J) **Confidentiality of Personnel Matters.** Every employee shall maintain the confidentiality of Village personnel matters concerning both an individual's own employment and that of other Village employees. This confidentiality is to protect the interests of every Village employee.
- (K) **Special Teams Involvement-** All employees hired after January 1, 2026 must join one of the Specialized response teams (Dive, Hazmat, Technical Rescue or Fire Investigation) by their one-year anniversary and must stay in good standing on the team for a minimum of five-years at a technician level. Each team will be limited to 1/3 of the total number of fulltime firefighters. Below is the list of minimum certification levels to be considered  
Technician Level.
  1. Hazmat Team – Hazmat Technician
  2. Dive Team – ERDI Public Safety Diver or Swiftwater Rescue Technician & Rope Ops level certification
  3. Technical Rescue Team – Rope Tech and Tech level in at least technical level certification in at least 1 other specialty (confined space, Structural collapse or Trench)
  4. Fire Investigation Team- Working toward becoming a certified fire investigator.

**Article 9 – Special Allowance and Village Furnished Equipment.**

- (A) **Initial Issue.** Each employee, upon hiring, shall ~~be issued~~ receive up to Seven Hundred (\$700.00) Dollars for ~~the following~~ initial uniform allowance ~~items~~:

~~3 button down shirts with appropriate identification (patches, badges, etc.)~~

~~3 blue Somers Fire Department t shirts~~

~~4 pairs of pants~~

~~1 black belt~~

~~2 job sweatshirts with appropriate identification (patches, badges, etc.)~~

- (B) **Uniform Replacement Clothing & Gear Allowance.** Full-time Fire Department personnel will receive a clothing allowance reimbursement of up to Three Hundred **Fifty** (\$~~3500~~.00) Dollars per calendar year which will be based upon a determination by management of the need to replace individual items of clothing. Any request for reimbursement must be submitted by the first (1<sup>st</sup>) day of December of the current year. No other allowances will be made for clothing, except for uniforms or clothing damaged or contaminated in the line of duty. These will be cleaned or replaced by the Village, if an inspection by management indicates that the uniform or clothing did not need cleaning or replacement prior to the damage. All clothing worn while on duty shall conform to departmental policy concerning appropriate, authorized apparel, and only authorized apparel will be eligible for reimbursement. Departmental uniforms shall only be worn when on duty, while in transit to or from work, or at official Village sanctioned events.

- (C) **Turnout Gear.** The Village shall provide, maintain and replace all required turnout gear per NFPA standards at no cost to the employees. The Village may provide the appropriate washing and drying machines in the firehouse(s) for the routine cleaning of turnout gear.
- (D) **Additional/Upgraded Items.** Employees desiring to purchase apparel or footwear at their own cost for use in performing their duties that are not specified as part of the uniform or turnout gear supplied by the Village may do so as long as such items conform to departmental uniform guidelines.

**Article 10 – Employee Rights.**

- (A) **Jury Duty.** The Village recognizes that an employee may be called upon to serve as a juror from time to time. This is a responsibility that employees, as citizens, should fulfill. Employees shall be released from duty to fulfill jury duty obligations and are expected to return to work upon being released from jury duty on a daily basis. An employee fulfilling jury duty obligations shall receive his/her normal pay provided the employee turns over to the Village, his/her jury duty pay. Any employee who receives notification to report for jury duty should notify the Fire Chief as soon as possible.

- (B) **Family and Medical Leave Act Policy.**

- (1) **Introduction.** The Village’s Family and Medical Leave Act Policy is intended to conform to, and not exceed, the requirements of the federal Family and Medical Leave Act ("FMLA"). However, this Policy is intended to comply with the applicable laws and does not necessarily incorporate all provisions of such laws directly into the Village’s personnel policies. This Policy does not specifically repeat every provision of the FMLA's statutory or regulatory requirements. Posters summarizing the benefits required to be provided under federal and state law can be found with other employment related posting.

Employees may be required to provide advance notice and certain information as set forth below to be eligible for family or medical leave under this Policy. Employees may also be required to submit leave requests in writing as circumstances and applicable law permit. Employee’s use of other leaves provided by the Village for the reasons covered by law, when appropriate, will be treated as use of family and/or medical leave whenever applicable laws allow.

- (2) **Eligibility.** Employees are entitled to FMLA benefits if they:
  - (a) **Federal.** Have been employed by the Village for at least twelve (12) months (not necessarily consecutive); and have worked at

least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the start of the FMLA leave. Time spent on paid or unpaid leave does not count in determining the one thousand two hundred fifty (1,250) hours eligibility; or

- (b) **State.** Have been employed by the Village for at least fifty-two (52) consecutive weeks and have worked at least one thousand (1,000) hours during the fifty-two (52) weeks prior to the start of the FMLA leave.

(3) **Qualifying Event and Amount of Leave.**

- (a) Eligible employees may take up to a total of twelve (12) work weeks of unpaid FMLA leave in a calendar year for the following qualifying events:
  - (i) The birth or placement of a child for adoption or, under Federal FMLA, for foster care:
    - (a) State law provides up to six (6) weeks of unpaid leave for any one child.
    - (b) Federal law requires that leave conclude within twelve (12) months after the birth.
  - (ii) To care for the employee's spouse, child or parent (includes a parent-in-law under the Wisconsin FMLA) with a serious health condition;
    - (a) State law provides eligible employees up to two (2) work weeks of FMLA family leave.
  - (iii) Family leave due to an employee's spouse, child or parent being on exigent active duty or having been notified of an impending call or order to exigent active duty as a member of the reserve components of the Armed Forces or a retired member of the regular Armed Forces or Reserve, in support of a contingency operation.
  - (iv) For the employee's own serious health condition that renders the employee unable to perform his/her job.
    - (a) State law provides eligible employees up to two (2) weeks of FMLA medical leave.

- (b) Eligible employees may take up to a total of twenty-six (26) work weeks of unpaid FMLA leave during a single twelve (12) month period (beginning on the first day the eligible employee takes FMLA leave to care for a covered service member and ends twelve (12) months after that date, regardless of the method used by the employer to determine the employee's twelve (12) work week of leave entitlement for other FMLA-qualifying reasons) to care for a spouse, child, parent, or next of kin who is a member of the Armed Forces who suffered an injury or illness while on active duty that renders the person unable to perform the duties of the member's office, grade, rank or rating.
- (c) During the single twelve (12) month period, an eligible employee shall be entitled to a combined total of twenty-six (26) work weeks of leave under federal law.
- (d) Leave qualifying for both Wisconsin and federal FMLA leave will count against the employee's entitlement under both laws and will run concurrently. When the reason(s) for qualified leave differ, the leave may not run concurrently under federal and state law, and an employee may be entitled to more than twelve (12) weeks of leave in a calendar year. This type of leave occurrence will be evaluated and reviewed with the employee at the time of the leave. Qualified leave taken under Worker's Compensation also will run concurrently with federal FMLA leave.

Under the federal FMLA, spouses employed by the Village are jointly entitled to a combined total of twelve (12) work weeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent (but not a parent-in-law) who has a serious health condition.

- (4) **Non-Continuous or Intermittent Leave.** Employees are permitted to take leave on an intermittent (blocks of time) or reduced work schedule:
  - (a) When it is medically necessary to care for a family member with a serious health condition or because of the employee's serious health condition.
  - (b) When it is necessary to care for a family member or next of kin who suffered an injury or illness while on active duty.
  - (c) To care for a newborn, adopted or foster child. Federal FMLA leave for the birth or placement of a child for adoption or foster care may not be taken in non-continuous increments unless

approved by the Village. Under the Wisconsin FMLA, the last increment of leave for the birth or placement of a child for adoption must begin within sixteen (16) weeks of that birth or placement.

Medical or family caretaking leave should be planned so as not to unduly disrupt the Village's operations. Employees requesting non-continuous federal FMLA leave that is foreseeable based on planned medical treatment for purposes of providing care to a child, spouse or parent with a serious health condition or for the employee's own serious health condition may be required to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than the regular employment position of the employee. An employee temporarily transferred will receive the same pay and benefits, but may be assigned different duties.

The Village allows for intermittent leave to be taken in no less than four (4) hour increments. The employee may not take, or be required to take, more leave than medically necessary to address the circumstances that caused the need for the leave.

- (5) **Payments on FMLA Leave.** In general, both Wisconsin and federal FMLA leaves are unpaid. The Village may require employees to substitute paid leave for which they are eligible (such as vacation days, personal leave, compensatory time or sick leave) for unpaid leave available accrued leave for unpaid Wisconsin FMLA.

The Village will require that any leave provided by this Collective Bargaining Agreement be substituted for federal FMLA leave.

- (6) **How to Apply for FMLA Leave.**

- (a) Employees must submit a Request for Leave form to the Village Administrator or designee at least thirty (30) days, or as soon as practicable, in advance of taking leave. If circumstances do not permit an employee to give notice in advance of taking leave, the employee must notify their supervisor and the Village Administrator or designee, and submit the Request for Leave form as soon as possible. Failure to give timely notice may result in the delay or denial of FMLA leave and may subject the employee to discipline under Village policies.
- (b) If the leave is for a family member's or the employee's serious health condition, the employee must submit a medical certification from the employee's or the family member's health

care provider within fifteen (15) days. If an employee does not provide the required certification by the designated deadline, or if the Village determines that an employee's absence is not covered as FMLA leave, the leave may not be designated as Wisconsin and/or federal FMLA leave, and the employee may be subject to discipline under Village attendance policies unless he or she uses accrued paid leave (like vacation) and/or is granted non-FMLA leave of absence.

- (c) Second or third certifications at the Village's expense and periodic re-certifications at the employee's expense may be required under certain circumstances. The Village requires periodic reports during federal FMLA leave regarding the employee's status and intent to return to work.
- (d) Forms are available from the Village Administrator.

- (7) **Health insurance Benefits and Non-Accrual of Other Benefits.** Group health insurance coverage will be maintained for employees while they are on FMLA leave, on the same terms as if the employee continued to work. The employee will be required to pay his/her regular portion of health insurance premium payments on a schedule established by the Village and consistent with this Agreement.

The Village may recover its share of health insurance premiums paid during a period of unpaid FMLA leave from an employee if the employee fails to return to work (for a minimum of thirty (30) calendar days) after the expiration of the leave. The Village may not collect the premiums if the reason the employee does not return is due to continuation, recurrence or onset of a serious health condition that would entitle the employee to leave under FMLA, or other circumstances beyond the employee's control.

Employees shall not accrue seniority or any other employment benefit during leave taken under this Policy, except that such benefits and seniority shall accrue if employee selects to use other leaves provided by the Village pursuant to Section (5) above, and if such benefits would normally accrue during that leave. The employee's position shall be held open during the leave period.

The Village may discontinue health insurance benefits after providing written notice to the employee of the cancellation of coverage for non-payment if the employee fails to make contribution towards the employee's portion of the premium payment within thirty (30) days of the due date.

(8) **Return to Work.** Any employee returning from FMLA for their own serious health condition must provide a “Fitness for Duty” statement signed by their treating physician. Upon return from FMLA leave, an employee shall be restored to his or her original position or, if the position is not vacant, to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. Any employee will not be restored to their original or equivalent position if they are unable to perform the function of their job because of a mental or physical condition, unless the condition qualifies under the ADA and a reasonable accommodation can be made.

(9) **Definitions.**

(a) **Child.** Biological, adopted, or foster child, stepchild, legal ward or, under the federal FMLA, the child of a person having day-to-day care of the child, or a child of a person standing “in loco parentis”, who is under eighteen (18) years of age or older and incapable of self-care because of a serious health condition.

(b) **Covered Service Member.** A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

(c) **Incapable of Self-Care.** The individual requires active assistance or supervision to provide daily self-care in three (3) or more of the activities of daily living (i.e. grooming, hygiene, bathing, dressing, eating) or instrumental activities of daily living (i.e. cooking, cleaning, shopping, utilizing public transportation, paying bills, maintaining a residence, using telephones and directories, and using a post office).

(d) **Next of Kin.** The nearest blood relative other than the covered Service member’s spouse, parent, son or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered Service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, the first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered service member, all such family members shall be considered the covered service members’ next of kin and may

take FMLA leave to provide care to the covered Service member either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered Service member's only next of kin.

- (e) **Parent**. Biological parent, foster parent, adoptive parent, stepparent or legal guardian of an employee, or parent-in-law under the Wisconsin FMLA. Under the federal FMLA, "parent" includes an individual who provided day-to-day care to the employee when the employee was a child.
  
- (f) **Serious Health Condition**. An illness, injury, impairment or physical or mental condition that involves:
  - (i) Inpatient care in a hospital, hospice or residential medical care facility; or
  - (ii) Under Wisconsin FMLA, outpatient care that requires continuing treatment or supervision by a health care provider (generally defined as requiring two direct, continuous and first hand contacts by a health care provider); or
  - (iii) Under the federal FMLA:
    - (a) A period of incapacity of more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
      - (i) Treatment two (2) or more times, within thirty (30) days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (i.e. physical therapist) under orders of, or on referral by, a health care provider; or
      - (ii) Treatment by a health care provider on at least one occasion, that results in a regimen of continuing treatment under the supervision of a health care provider.
        - The first or only in person treatment visit must take place within seven (7)

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days of the first day of incapacity.

- Whether additional visits or a regimen of continuing treatment is necessary within the thirty (30) day period shall be determined by the health care provider.

- (b) Any period of incapacity due to pregnancy or for prenatal care.
- (c) Chronic conditions requiring periodic treatment (defined as at least twice a year) by or under the supervision of a health care provider that continue over an extended period of time and may cause an episodic rather than a continuing period of incapacity (i.e. asthma, diabetes, epilepsy, etc.);
- (d) Permanent/long term conditions requiring supervision for which treatment may not be effective (i.e. Alzheimer's, a severe stroke, or the terminal stages of a disease);
- (e) Multiple treatments by or under the supervision of a health care provider either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three (3) calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy), severe arthritis (physical therapy), or kidney disease (dialysis).

- (10) **Continuation and accrual of benefits.** Employees will remain eligible for health insurance benefits under the Village's group health plan during leave taken under this Policy, in accordance with Article 10 of this Agreement.

Employees shall not accrue seniority or any other employment benefit during leave taken under this Policy, except that such benefits and seniority shall accrue if employee selects to use other leaves provided by the Village pursuant to Section (7), above, and if such benefits would normally accrue during that leave. The employee's position shall be held open during the leave period.

- (C) **Military Reserve Leave and Pay.** Village employees who are members of a United States or State Military Reserve Unit, will be allowed up to two (2) weeks per year for mandatory training purposes. While on such training, the employee will receive a payment from the Village such that the military reserve pay and the Village supplemental payment equals the lesser of the employee's regular gross pay (excluding overtime) or the employee's average pay per pay period based upon the preceding three (3) months, excluding from such average any weeks during which the employee was on unpaid leave. All other military leaves shall be governed by the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- (D) **Unemployment Compensation.** The purpose of unemployment compensation is to replace part of an employee's income if the employee is laid off or terminated through no fault of the employee. The Village pays the full cost of unemployment compensation benefits for its employees, but it does not decide who is eligible for benefit payments or how much the payment should be. This eligibility is decided by the ~~Department of Workforce Development Job Service Division of the State Department of Industry, Labor and Human Resources~~ and the Wisconsin laws on unemployment compensation.
- (E) **Holidays.**
- (1) **Holidays.** There shall be a total of ten (10) recognized holidays as follows: New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve Day, Christmas Day and New Years Eve Day.
- (2) **Work on Holidays.** The holidays listed in Section 10(E)(1) above shall be worked as normal scheduled work days. Employees shall receive two hundred-forty (240) hours of time off to be scheduled as additional vacation time in accordance with Article 10(H) of this Agreement. Said two hundred-forty (240) hours are reflected in the vacation hours listed in Article 10(H) of this Agreement. An employee must have completed his/her probationary period to be eligible for the additional vacation time.
- (F) **Worker's Compensation.** All Village employees are covered by worker's compensation insurance the premiums for which are paid by the Village and which is administered under applicable Wisconsin law. Bargaining unit employees may utilize current or accumulated sick days to supplement temporary worker's compensation payments made to an injured employee. The injured employee will retain the worker's compensation benefits paid to him/her by the Village's insurer and then may request that the difference between the injured employee's gross wages (exclusive of overtime wages) paid to the employee in the preceding six (6) months less the amount of the worker's compensation benefits may be paid to the employee periodically and such payments shall reduce

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current or accumulated sickness/accident days credited to the injured employee pursuant to Article 10(I), hereafter.

(G) **Funeral Leave.** The employer shall grant employees pay for lost time up to two (2) paid shifts in case of death in the immediate family, defined as mother, father, sister, brother, husband, wife, son, daughter, mother-in-law, father-in-law, stepparent or stepchild. In case of death to a sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, grandfather or grandchild(ren) up to one (1) paid shift will be allowed.

(H) **Vacation.** For purposes of calculation of earned vacation time, the anniversary date of hire shall be utilized in determining the year in which an employee's vacation shall be categorized. All full-time employees shall be entitled to the following vacation:

(1) **Earned Vacation.**

(a) **Probationary employees.** Probationary employees shall earn twenty-four (24) hours of time off for each holiday (Section 10(E) (1)) that falls within a pay period. The employee must use these hours within the next three (3) months following when the hours were earned. The selection of time off will be directly through the Chief and will not affect the vacation selection policy (Section 10(H)(2)). No regular full-time employee shall be affected as it relates to the vacation selection policy. For the purpose of scheduling time off, the probationary employee must have the day approved by the Fire Chief. The Fire Chief reserves the right to deny any request for time off but must make sure the employee does not lose the hours off requested. When the employee reaches one (1) year of employment and is off of probation, they will be placed into the vacation policy. They will request the remaining holidays in the calendar year off, as stated in the vacation selection policy. Upon their two (2) year anniversary of employment, they will receive the additional seventy-two (72) hours of vacation time. If employee is terminated or resigns while on probation, all unused time off is forfeited without reimbursement.

(b) **Two year employees.** Three hundred twelve (312) hours.

(c) **Three through five year employees.** Three hundred eighty-four (384) hours.

(d) **Six through fourteen year employees.** Four hundred eighty (480) hours.

- (e) **Fifteen through twenty-four year employees.** Five hundred fifty-two (552) hours.
  - (f) **Twenty-five or more year employees.** Six hundred twenty-four (624) hours.
- (2) **Vacation scheduling.** Regular full-time employees who have completed their probationary period may submit their vacation requests to the Fire Chief and considered in accordance with the policy contained in the Somers Fire & Rescue Policy and Procedures Manual (Exhibit “C” attached hereto). No two (2) employees from the Fire Department will be allowed the same vacation period, unless this requirement is waived by the Fire Chief. Vacation should be taken in the calendar year in which it is earned; however, an employee may carry not more than seventy-two (72) vacation hours over into the first quarter of the following year in which such vacation is earned. Failure to utilize vacation by March 31 within the first quarter of the year following the year in which it is earned will result in the loss of vacation hours without compensation, unless such time is extended by the Fire Chief with the approval of the Village Administrator. Vacation shall be scheduled for a minimum of four (4) hours. Any probationary employee can begin picking their vacation days as part of the vacation selection policy at the third round in order of their seniority as it relates to Exhibit “C”. A probationary employee is allotted two hundred forty (240) of vacation time (holiday) for their first twelve (12) months of employment. These hours must be used within the first twelve (12) months of employment. A probationary employee will start their first round and pick three (3) days (seventy-two (72) hours). A probationary employee will then pick six (6) days (one hundred forty-four (144) hours) each additional round until all their hours are used. If the probationary employee is picking any of their vacation days prior to being employed for their first year, the day must be approved by the Fire Chief and will not count as a vacation day pick against any regular full-time employee. No regular full-time employee shall be affected as it relates to the vacation selection policy prior to the probationary employee completing their probationary period. All probationary employees will begin picking their hours after the second round of regular employees has been picked for their assigned shift.
- (3) **Vacation Payout.** Employees may elect to be paid out for up to seventy-two (72) hours of vacation time annually. These hours will be paid at the employee’s normal hourly wage. A request for payout must be submitted to the Chief by December 1 of the year.
- (43) **Impact of retirement or permanent disability.** Employees who retire or employees who are permanently unable to work due to a disability prior to

December 31, shall be entitled to any unused vacation not taken during the calendar year of retirement or disability.

- (54) **Impact of death.** The survivors of an employee who dies prior to December 31 shall be entitled to any unused vacation pay not taken by the Employee during the calendar year of death.
- (65) In the event that a full-time employee is called in or otherwise ordered in by management on a scheduled vacation day, the employee shall record that time as hours worked on his or time sheet and be paid his or her normal straight pay. Any hours worked during scheduled vacation time will be credited back to the employee as unused vacation time. Any hours accumulated in this manner may be scheduled as vacation hours at a later date or may be carried over to the next year according to the provisions of this Agreement. In the event that carry-over hours are utilized in the manner described immediately above, the employee will be entitled to an additional ninety (90) days from the date upon which he or she was called in on a scheduled vacation day to utilize such vacation.

(I) **Sickness and Accident Benefit.**

- (1) Regular full-time employees who have completed their probationary period will be allowed up to six (6) paid shifts for sickness and/or accident per year. Unused sick days (shifts) will accrue from year to year up to a maximum of one hundred twenty (120) days (120 shifts). Upon retirement, the employee will have the option to either be paid for two-thirds (2/3) of all unused sick hours at the rate of pay upon retirement or receive a credit at that rate to be used for future group health insurance premiums post-retirement. If more than two (2) consecutive shifts are utilized as a result of sickness and/or accident, a doctor's excuse may be required to return to work. All sickness/accident days (shifts) accrued by regular full-time employees prior to the execution of this Agreement shall carry over and accrue towards the benefit limitations mentioned in this paragraph, (I).
- (2) Probationary employees shall be entitled to earn sickness and accident benefits in the following manner: Probationary employees shall earn one (1) sick day (24 hour shift) after working two (2) months for the Village and shall earn an additional sick day (24 hour shift) for each two (2) months of employment with the Village during his/her probationary period. However, in the event that the employee leaves or is terminated prior to the expiration of his/her probationary period, the Village shall not be obligated to compensate for any sick days earned but unused by the probationary employee. All sickness/accident days (shifts) accrued but not used by a probationary employee shall carry over and accrue towards the

benefit limitations mentioned in paragraph (I)(1) immediately above, following the successful conclusion of his or her probationary period.

- (J) **Compulsory Attendance In Court.** Full-time employees from time to time will be required to appear in municipal, circuit or federal court actions. In those instances where the Village is a party to the litigation or in which it has a special interest, any employee who is required to appear for any civil or criminal proceeding, including to give deposition testimony, shall be compensated, if on duty, at the regular rate of pay and if not on duty, at one and one-half (1½) times the employee's regular rate of pay. For purposes of this paragraph, the determination of whether the Village "has a special interest" in litigation in which it is not a party shall be made exclusively by Village management and shall include, by way of example but not by limitation, criminal actions in which an alleged wrongdoer is being prosecuted for activities which occurred within the Village or Town of Somers but in which the Village or Town is not technically a party to the action. In the event that an employee is subpoenaed to appear in a civil action in which the Village or Town is not a litigant, the employee shall be paid at his or her regular hourly rate when subpoenaed to appear to give testimony in a circuit or federal court but shall not be compensated for time associated with giving deposition testimony. In any situation where an employee receives his or her regular or overtime rate of pay for appearing to give testimony, the employee must turn over to the Village all subpoena fees or witness fees except mileage expense reimbursements.
- (K) **Village Deferred Compensation Plan.** Full-time employees shall be eligible to participate in the Village's deferred compensation plan. All contributions to such plan are made by individual employees. Participation in the plan is voluntary and the Village is under no obligation to provide any contributions to such plan.

#### **Article 11 – Grievance Procedure.**

- (A) **Definition.** A grievance is defined as a difference of opinion between an employee and the management, or between the Union and the management, concerning the meaning and application of the provisions of this Agreement.
- (B) **Grievance Matter.** Only one (1) grievance matter shall be covered in any one (1) grievance initiated. A written grievance shall contain a clear and concise statement of the grievance matter and should indicate the issue involved, the relief sought, the date the incident or alleged violation occurred, and the specific provision or provisions of the Agreement that are involved.
- (C) **Timely Initiation.** All grievances are to be presented promptly and no later than ten (10) calendar days from the date the grievant first became aware of, or should have become aware of, with reasonable diligence, the occurrence causing the grievance.

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(D) **Procedure.** The following procedure shall apply in the processing of grievances:

**Step 1.** If an employee believes that he/she has cause for a grievance, the employee may discuss the matter with his/her Union representative. If after such discussion, it is believed there is cause for a grievance, the matter may be presented to the Fire Chief by both the employee and the Union representative. Such presentation will be done orally and an informal discussion will be held by the parties in an effort to resolve the grievance.

**Step 2.** If the grievance is not satisfactorily resolved within five calendar days from the date of the discussion in Step 1 above, the grievance shall be reduced to writing and presented to the Village Administrator. Within five (5) calendar days of the receipt of the written grievance, the Village Administrator will meet with the aggrieved employee, his/her Union representative, and the Fire Chief in an effort to resolve the grievance. The Village Administrator will issue a written answer to the grievance to the grievant and Union representative within five (5) calendar days from the date of the meeting.

**Step 3.** If the grievance is still not satisfactorily resolved in Step 2 above, the grievance may be appealed further to arbitration. Such intent by the grievant and Union representative(s) to arbitrate the grievance must be given by written notice to the Village Administrator (or his/her designated representative) within fifteen (15) calendar days from the date of receipt of the written answer in Step 2.

(E) **Arbitration.**

- (1) The party intending to arbitrate the grievance shall submit a Petition to Initiate Grievance Arbitration to the Wisconsin Employment Relations Commission (WERC) requesting assignment of a staff arbitrator.
- (2) The arbitration hearing shall be held at the earliest possible date that is mutually agreeable to the Arbitrator and the parties. The decision of the Arbitrator shall be limited to the grievance and shall be restricted solely to the interpretation of the provision or provisions of the Agreement pertaining to the grievance. In addition, the Arbitrator shall not modify, add to nor delete from the express terms of this Agreement. The decision of the Arbitrator shall be final and binding on the parties.
- (3) The cost of the Arbitrator and necessary arbitration proceeding expenses will be borne equally by the parties. Any other expenses such as attorney's fees, depositions, witness fees or a transcript of the proceedings shall be borne by the party incurring such expenses unless the parties agree to the sharing of specified expenses.

- (F) **Time Limits.** The time limits specified in the various steps of this procedure shall not include calendar days off due to an illness or accident, holidays, or an authorized vacation. If an employee or his/her Union representative fails to process a grievance within the time limits specified, the grievance will be considered to be withdrawn without prejudice. If the Fire Chief or the Village Administrator fails to answer a grievance with the time limits specified, the grievance will be automatically advanced to the next step of the procedure. However, the parties may extend the time limits specified in the procedure by mutual agreement.
- (G) **Work Now - Grieve Later.** In the event of a grievance, the Employee shall perform his/her assigned work task and grieve the dispute later. In the event of a safety situation, the work shall be immediately postponed until a satisfactory solution can be determined.

**Article 12 -- Employee Insurance and Pension Benefits.**

(A) **Health, Dental and Life Insurance.**

- (1) All full-time employees are eligible to receive individual or family coverage benefits the first month following one (1) month of employment. The current dental insurance benefits shall be continued with the entire premiums therefor paid by the Village for all full-time employees whose probationary period has been successfully completed by December 31, 2016. As to health insurance, all full-time employees who have completed their probationary period as of December 31, 2016, will be covered under the Wisconsin Public Employees Group Health Insurance Plan PO-4 option with the entire premiums therefore paid by the Village. Any full-time employee whose probationary period has been successfully completed on or after January 1, 2017 shall pay twelve (12%) percent of the then monthly premium for group health and dental insurance. The Village will also provide basic term life insurance coverage for each employee (employees only—not family members) in the face amount equal to the employee’s annual wages and shall pay the premiums therefor.

The Union understands the need for the Village to investigate multiple sources as it relates to insurance. The Union supports this as it relates to not changing the members financial responsibility. Any and all financial responsibility for employee or a family member on any insurance policy will fall onto the Village and any payment, or offset, would be paid back to the employee. It is the intention of the parties that the financial responsibility for the employee would remain the same as it is in the 2022 insurance package.

- (B) **Wages.** Wages shall be paid in accordance with the attached Exhibit “A” which is incorporated herein by reference.
- (C) **Pension.** The Village shall enroll in and make pension contributions for all represented employees to the Wisconsin Retirement System (WRS). The Village shall make contributions for the employer portion of such plan for any full-time employee. Each employee shall contribute the entire employee portion of pension contribution as determined by WRS. Any contributions made by employees shall be by payroll deduction. To the extent a change in state law is affected during the term of this Agreement and such change requires a greater or lesser contribution by either the employer or employees, both parties acknowledge that such change in state law shall supersede this paragraph and such change in the amounts of respective contributions shall be implemented immediately.
- (D) **Limited Retirement Insurance.** Retirees of the Village who were both full-time employees and members of Local 4831 as of January 1, 2011, may be entitled to payments by the Village of a portion of their premiums for continued health insurance under the then-applicable group health insurance program for the Village following their retirement and prior to their eligibility for medicare insurance, based upon the following schedule:

<b><u>Schedule</u></b>	
<b><u>Years of Service</u></b>	<b><u>% of GHIP</u></b>
25	50%
20	40%
15	33%
10	25%
5	10%

The foregoing premium payments are for the retiree only, and do not include family or spousal coverage, the cost of which shall be borne by the retiree.

Retirees shall be defined as full-time employees as of January 1, 2011, who have been eligible for health insurance coverage from the Village for a period of not less than five (5) years and who have retired from such employment. Nothing contained herein shall prohibit retirees from taking employment elsewhere. Any retiree who was not a full-time employee of the Village as of January 1, 2011, shall not be entitled to any benefit.

**Article 13 – Discipline.**

(A) **Discipline.** Employees may be disciplined for just cause by the Fire Chief. The Union shall be furnished with a copy of any written notice or reprimand, suspension or discharge. The Village agrees that it will attempt at all times to use the disciplinary process as a means to correct shortcomings on the part of Village employees in terms of their overall work performance.

- (1) The Village shall not discipline a member of Local 4831 without just cause as outlined below.
- (2) In the event of such discipline, the employee or the Union may grieve the discipline under the grievance procedure set forth above in this Article, unless the employee exercises the rights available to the employee under §62.13, Wis. Stats.

In the event the employee exercises said §62.13 rights, the Chief shall file charges with the Board only if the employee wishes to proceed under §62.13, Wis. Stats.

The employee's sole recourse from the decision of the Board of Fire Commissioners shall be in accordance with the appeal procedures provided in §62.13, Wis. Stats.

(3) **Determination of Cause.** In any grievance of a disciplinary matter under the terms of this Article, the standard to be applied by management and the appellate bodies shall be whether or not there is cause for the discipline given all of the facts and circumstance constituting the grounds for the imposition of discipline or the determination to file charges. Cause shall be determined by applying the following criteria:

- (a) Was the employee given advance notice of the possible or probable disciplinary consequences of the employee's conduct or was the conduct for which discipline is proposed to be imposed of such a nature that the employee knew or should have known that it was improper?
- (b) Was the conduct upon which discipline is to be imposed reasonably related to the effective and efficient operation of the Fire Department or the Village?
- (c) Prior to determining to impose discipline, did the Chief, or his designee, make an effort to investigate the facts relating to the conduct for which discipline is proposed?
- (d) Was the Chief's or his designee's investigation conducted fairly and objectively?

- (e) Did such investigation produce sufficient evidence or proof that the employee was guilty of the conduct for which discipline is proposed?
  - (f) Has the Chief or his designee applied a disciplinary penalty without discrimination?
  - (g) Was the degree of discipline administered in the particular case reasonably related to the seriousness of the employee's proven offense and employee's record of service with the Fire Department?
- (4) It is intended by the parties that in the event a grievance is filed pursuant to the grievance procedure of this Agreement, the grievance procedure in the Agreement shall be the sole and exclusive remedy of the Village, the Chief, the Union, and the employee in question, and that no further discipline may be meted out to any employee based upon the subject matter of the grievance in question.

In the event that a disciplinary matter is not grieved under the terms and conditions of the grievance procedure in the Agreement, the Village and the Chief may proceed in the matter of discipline of the employee in question as permitted by law, and the employee in question shall have no recourse to the grievance procedure in the Agreement.

Discipline of an employee shall only be done according to the terms and conditions of this Agreement; however, the Chief shall have the right to suspend any employee with pay pending the outcome of any grievance filed pursuant to this Agreement or under §62.13, Wis. Stats.

- (5) This section on disciplinary proceedings shall comply with federal and state laws.
- (6) Probationary employees are subject to discharge without recourse to the Grievance and Arbitration Procedures of this Agreement.
- (7) When a grievance involves discharge, it shall be reduced to writing and referred directly to Step 2 under Article 11. Step 1 would not apply in this type of case.

**Article 14 – Educational Reimbursement Program.**

- (A) **Purpose.** The Tuition Aid Program encourages employees to grow professionally by increasing their knowledge and skills which, in turn, benefits the Village and may lead to improved Village services. The purpose of the Tuition Aid Program is

to help employees reach their career potential by providing financial assistance on a voluntary basis for those who wish to take job-related educational courses.

While educational assistance is expected to enhance employees' performance and professional abilities, the Village cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases.

- (B) **Eligibility.** To be eligible for tuition reimbursement, employees must be actively employed regular, full-time employees who have passed their probationary period as specified in Article 7 of this Agreement. Any employee desiring education assistance should consult with the Fire Chief. It is necessary to obtain advance approval of the Fire Chief before enrolling in a course of study for which an employee intends to seek reimbursement. The employee must also furnish evidence of satisfactory completion of said courses to receive reimbursement.

In order to be eligible under the Tuition Aid Program, the school offering the course(s) must be accredited by at least one of the following agencies:

- (1) North Central Association of College and Secondary Schools
- (2) Distance Education and Training Council
- (3) Wisconsin Technical College System Board

- (C) **Approved Course Work.** Tuition Aid benefits are available for courses meeting at least one of the following criteria:

- (1) Courses which are directly related to the employee's current job and would improve their skills on the job.
- (2) Courses which will prepare an employee for a promotion with the Village.
- (3) Courses taken to complete requirements for either a two-year associate degree program or a four-year bachelor's degree program or a one-year diploma program.

- (D) **Stipulations.**

- (1) All courses must be taken during off-duty hours. Employees using leave benefits expressly outlined in this Agreement are off-duty for purposes of attending courses.

- (2) There should be reasonable assurance that the employee intends to remain an active Village employee for at least three (3) years after completion of course work in order to qualify for tuition assistance at public expense.
- (3) Employees on Worker's Compensation shall remain eligible for the Tuition Aid Program.
- (4) Reimbursement will not be made to an employee who is discharged for cause or who voluntarily terminates employment with the Village before completion of a course.
- (5) Reimbursement will not be made to an employee who withdraws from a course due to personal reasons.
- (6) If an employee is laid off for reasons beyond their control subsequent to the approved enrollment, eligibility for aid will continue through satisfactory completion of the course in which the employee is currently enrolled.
- (7) The Village invests in educational assistance to employees with the expectation that the investment be returned through enhanced job performance and continuous service. If an employee voluntarily separates or is discharged for cause from the Village's employment or is not expected to return from worker's compensation leave within three (3) years of the last date upon which an education assistance payment has been reimbursed by the Village to the employee, the amount of the reimbursement must be repaid by the employee to the Village. Accordingly, each employee will be required to execute a Note requiring that employee to repay up to one hundred (100%) percent of the original educational assistance reimbursement made by the Village to that employee with such Promissory Note to be executed by the recipient at the time of reimbursement. The form and substance of such Note shall be acceptable to the Village Attorney.

(E) **Reimbursement.** Tuition will be reimbursed at the following rate:

- (1) Undergraduate Degree, Associate Degree or Masters Degree Studies = 50%
- (2) Direct job related courses = 100%

Reimbursement is made after successful completion of the approved course (a grade of "C" or above for Undergraduate/Associate Degrees and direct job related courses and, a grade of "B" or above for Masters Degree). The employee must submit the final grade and proof of payment of the tuition, to the Village.

- (F) **Expenses Not Covered.** Expenses for books, supplies, lab fees and travel are not reimbursable. If the employee's tuition is covered by any grant or scholarship, the total reimbursement and the grant/scholarship together shall not exceed 100% of the total tuition amount.
- (G) **GTC Paramedic Bridge Class.** In addition to the provisions contained in Articles 14(A) through (F), any current Union member who seeks to enroll and participate in the paramedic bridge class offered by GTC may do so and Somers will be responsible for all costs and fees related directly to the class including supplies/books which are required by GTC. The Chief of the Department shall be required to approve any such enrollment so as to assure that there will be sufficient coverage for duty time within the Department. To the extent that there is a conflict between class time at the GTC paramedic bridge class and regularly scheduled duty time for an employee or employees enrolled in such class, the Fire Chief shall attempt to find coverage first by enlisting paid on call staff, all part-time staff and lastly, overtime for full-time employees. No full-time employee shall be forced to cover a shift which is left open due to another full-time employee being enrolled in the GTC paramedic bridge class. In the event that the Fire Chief is unable to cover a regularly scheduled shift where an employee is scheduled to be at the GTC paramedic bridge class, that employee must remain on shift and will be responsible to attempt to make up class time at GTC. To the extent that multiple employees from the same shift are in the GTC paramedic bridge class at the same time, it is the responsibility for all so enrolled employees to agree among themselves who will remain on shift and who will go to class. Somers will not be responsible for determining which employee must remain on shift and which employee will go to class (in the event that two employees from the same shift are scheduled to be in class at the same time) and it will be up to the employees to equalize on and off duty time where classes conflict with duty schedules. No overtime will be paid to any employee enrolled in the GTC paramedic bridge class for going to class or for clinical time during hours that are off duty.

### **Article 15 – Seniority.**

- (A) **Definition.** The seniority of a regular employee is determined by the length of his/her service, computed in years, months and days from the first day of his/her last continuous employment. In the event of multiple employees being hired on the same date, the last three (3) numbers of the social security number of each employee shall determine seniority, with the lowest number having the most seniority.
- (B) **Recognition of Principle.** The Village recognizes the principle of seniority and the Union recognizes the need for maintaining an efficient work force. In all matters involving increase or decrease of forces, layoffs, or promotions, the length of continuous uninterrupted employment with the Village shall be given primary

consideration. Skill, ability and efficiency shall be taken into consideration only where they substantially outweigh considerations of length of service, or where the most senior employee is unable to do the work.

- (C) **Uninterrupted Employment.** Uninterrupted employment shall include:
- (1) Periods of absence with leave under the FMLA provisions of this Agreement.
  - (2) Periods of absence due to illness or injury under the FMLA provisions of this Agreement.
  - (3) Periods of absence due to compensable illness or injury under the worker's compensation provisions of this Agreement.
  - (4) Periods of unpaid leave outside the scope of subsections (1), (2) or (3) immediately above, approved in advance by the Village Board.
  - (5) Periods of lay off due to lack of work per subsection (D) below.
- (D) **Layoffs by Seniority.** Layoffs of regular employees shall be subject to §62.13.Wis. Stats., and regular employee(s) laid off shall receive seven (7) calendar days' advance notice of the layoff. The bargaining committee of the Union shall be notified of all layoffs and all employee(s) being recalled at the time such notice is given. If a more senior employee desires to accept a layoff, he/she may choose to take such layoff. Employees shall be on layoff status for up to twenty-four (24) months and shall be entitled to recall during such period.
- (E) **Loss of Seniority.** An employee's seniority and the employment relationship shall be broken and terminated:
- (1) If he/she resigns.
  - (2) If he/she has been discharged for just cause and such discharge has not been challenged in accordance with the grievance procedure.
  - (3) If he/she fails to report to work within two (2) weeks after being recalled from layoff by the Village.
  - (4) Exhaustion of benefits under the provisions of this Agreement pertaining to FMLA.
  - (5) If the Employee fails to report to work following the expiration of an approved leave of absence.

- (F) **Seniority List.** The employer shall furnish an up-to-date master seniority list by May 1<sup>st</sup> of each year to the Union.

**Article 16 – “For Cause” Drug Testing.**

- (A) **Policy for Drug Testing Based Upon Reasonable Cause.** It is the policy of the Village of Somers that employees must be free of the influence of alcohol and drugs to insure the health and safety of themselves, the public and their co-workers. Therefore, whenever any management employee has reasonable cause to believe that an employee is under the influence of alcohol or drugs, the employee may be required to submit to a drug or alcohol screening test. It is also the Village’s policy that absent discipline for the misconduct, the initial response to positive test results will be to offer counseling through the Employee Assistance Program. In addition, employees who have a drug or alcohol problem will be encouraged to voluntarily seek help through the Employee Assistance Program. The Village of Somers is committed to preserving personal dignity and rights and affirms that this drug testing policy is designed to protect the rights of all employees and the public and is part of a system to provide a safe and productive place to work.

(B) **Policy Statement.**

- (1) The Village recognizes drug and alcohol dependency as an illness and a major health problem. The Village also recognizes drug and alcohol abuse as a potential health, safety and security problem. Employees needing help in dealing with such problems are encouraged to use the Employee Assistance Program and health insurance plans, as appropriate. Conscientious efforts to seek such help will not jeopardize an employee’s job and it will not be noted in any personnel record.
- (2) Employees are expected and required to report to work on time and in appropriate mental and physical condition for work. It is the Village’s intent and obligation to provide a drug free, helpful, safe and secure work environment.
- (3) The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance on Village premises, or while conducting Village business off Village premises, is absolutely prohibited. Violations of this policy will result in disciplinary action up to and including termination and may have legal consequences.

- (C) **Reasonable Cause Testing.** An employee is subject to testing when there is reasonable cause to believe the worker is under the influence of alcohol or a drug, or whose performance gives rise to a reasonable suspicion that alcohol or drugs are the cause of the poor performance. The decision to require a drug or alcohol

test must be based upon a reasonable and definable belief of probable drug or alcohol use that is supported by evidence of specific contemporaneous physical, behavioral or performance indicators. All supervisory employees will be provided with training in detecting possible symptoms of drug use. Other employees may observe that a co-worker is under the influence of drugs or alcohol. Employees have an obligation to report such observations to their supervisor, especially when the safety of the employee, co-workers or the public is involved. The supervisor must then establish reasonable cause through observation or conversation with the employee suspected of being under the influence.

On a first offense which does not involve the injury to a third party or to the employee, employees will not be terminated for voluntarily seeking assistance for a substance abuse problem. However, performance, attendance or behavioral problems may result in termination of employment.

If a supervisor has reasonable suspicion to believe that an employee is under the influence of drugs or alcohol or that drug or alcohol use is responsible for performance problems, the supervisor, with the Fire Chief and/or the Village Administrator may order the employee to submit to a drug and/or alcohol screening test.

Upon being informed that a drug or alcohol test is being ordered, the employee may admit to being under the influence, or to having a problem, and seek referral to the Employee Assistance Program. If the employee refuses to accompany the supervisor, or other management person, to the testing site or if the employee refuses to sign the consent form, such refusal will be considered insubordination and will constitute an irrebutable presumption of just cause for termination of employment. A supervisor or management person will transport the employee to the test site, will provide identification of the employee and will wait for the process to be completed. The employee will be allowed to have a Union representative accompany him/her and the supervisor to the test site. After the test is completed, the employee will be provided transportation home and will be relieved of duty with pay, pending the results of the test. If it is suspected that the employee is under the influence of alcohol or drug, the employee will be taken to the appropriate testing site for a Blood Alcohol Content test or drug screening. Blood alcohol content in excess of .00 % shall be a violation of this provision.

An employee, while on duty, involved in any accident or incident that results in personal injury to the employee, a co-worker or a citizen, shall be required by the Chief or his designee, shall submit to a drug screening or Blood Alcohol Content test as soon as possible after the accident or incident. The Village will pay for the cost of the test(s). Refusal to submit to testing under such circumstances shall constitute an irrebutable presumption of just cause for insubordination resulting in termination of employment.

Employees arrested for off-the-job drug involvement may be considered to be in violation of the Village's substance abuse policy and shall constitute reasonable suspicion for testing. Where available evidence warrants, the Village will bring matters of illegal drug or alcohol use to the attention of the appropriate law enforcement authorities.

Employees on physician-prescribed medication must notify their supervisor if there is a possibility that such medication could affect job performance or safety.

- (D) **Drug Test Procedure.** The collection, transportation and testing of the specimen will be done in compliance with the protocols established by the U.S. Department of Health and Human Services under the “mandatory guidelines for federal workplace drug testing programs”. These guidelines require the use of confirmatory tests, the establishment of strict chains of custody and specimen control, the utilization of testing procedures and testing laboratories that have clear records of reliability and validity, and providing the right to review all aspects of the drug testing procedures. All testing shall be administered by United Occupational Medicine, 9555 76<sup>th</sup> Street, Pleasant Prairie, WI 53158.

The drug test will include, but may not be limited to the following:

- Amphetamines Screen
- Barbiturates Screen
- Cocaine Metabolite Screen
- Methadone Screen
- Opiates Screen
- Benzodiazepines Screen
- Methaqualone Screen
- Phencyclidine Screen
- Propoxyphene Screen
- THC 100 NG Screen
- Nubain
- Rohypnol

Any detectable amounts below NIDA established threshold amounts would be reported as negative.

If the test result is negative, the employee will be immediately notified and returned to work on the next scheduled shift. Positive test results will be referred to the Medical Review Officer (MRO). The MRO will be a licensed physician with knowledge of substance abuse disorders. The Medical Review Officer will review, interpret and verify confirmed positive tests results obtained as part of this policy. Before making a final decision to verify a positive test, the MRO must give the test employee an opportunity to discuss the test result. The MRO must contact the worker confidentially to determine whether the employee wishes to

discuss the test result. A staff person under the MRO's supervision may make the initial contact, while a medically licensed or certified staff person may gather information from the employee.

When a result is reported as positive, the employee may request a retest of the specimen at his/her expense. The testing laboratory selected by the employee must be federally certified and the specimen will be sent directly from the original testing lab using appropriate chain of custody protocol. In the event the retest is negative, the Village, at the Village's expense, may seek a second retest from a testing laboratory selected by the Village and which has no association with either the first or second testing laboratory.

At any time, the Union, upon request, will have the right to inspect and observe any aspect of the drug testing program with the exception of individual test results. The Union may inspect individual test results if the release of this information is authorized by the employee involved.

(E) **Disciplinary Actions Based Upon Reasonable Cause.**

(1) **First Incident.**

- (a) The employee admits to being under the influence of alcohol or drugs but does not seek referral to the Employee Assistance Program.

**Action:** Employee will be terminated

- (b) The employee admits to being under the influence of or tests positive for alcohol or drugs and seeks referral to the Employee Assistance Program. In the event the employee admits to being under the influence of drugs or alcohol, testing shall be mandatory.

**Action:** The employee will be suspended for the remainder of the shift without pay and will be referred to the Employee Assistance Program. A written disciplinary notice will be placed in the employee's file but will be removed after one (1) year following the successful completion of the treatment program. The employee will be allowed to use any accumulated sick leave for required inpatient or outpatient treatment that is scheduled during normal work hours. The employee may be issued discipline for other misconduct up to and including termination, particularly if injury to the employee or a third party resulted in connection with the incident. Failure to participate in the Employee Assistance Program shall result in immediate discharge and no recourse to the grievance procedures contained herein.

(2) **Second Incident Within Three Years of the First Incident.**

**Action:** Discharge.

All information related to the drug testing and results, whether positive or negative, will be kept in a file separate from the employee's personnel file so that any future personnel actions are not influenced by such information. Written disciplinary actions, however, will be part of the personnel file.

- (F) **Hold Harmless.** This drug testing program is solely initiated at the behest of the Village. The Village shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of the Collective Bargaining Agreement relating to drug testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug testing program provided such Union action is consistent with this Article.

**Article 17 – Random Drug Testing Policy and Procedure.**

(A) **Employees Subject to Testing.**

- (1) The parties agree to the establishment of a random testing program that shall include all current union and probationary employees covered by this Agreement which shall be administered by United Occupational Medicine, 9555 76<sup>th</sup> Street, Pleasant Prairie, WI 53158.
- (2) A “pool” group refers to a group of employees subject to a specific set of random selection parameters, such as the rate and periodicity of selections. It is the phrase used to describe the total sample group of employees from which the randomly selected employees will come. The Village will develop its own pool group. Any employee who has not performed bargaining unit work during the program period shall not be included in the pool group. In its discretion, the Village may add additional employees, including from other collective bargaining units, managers and any other non-Union member to its pool group.

(B) **Random Rate.**

- (1) The random “rate” is the number of selections per program period as a percentage of the pool size.
- (2) The program administrator chosen by the Village shall decide on its respective random rate for its company within the designated program period. Because the process is random, it is possible that a significant number of the selections will repeat, meaning that some employees may get picked more than once.

- (3) The random rate may be adjusted at the beginning of any program period at the discretion of the Village's program administrator.

(C) **Program Period.**

- (1) The "program period" refers to the period of time during which the random rate will be calculated. By the time the period closes, the number of completed tests must be equal the random rate.

(D) **Selection Period.**

- (1) The selection period is an interval within the program period for which a given number of random selections are performed. The frequency of selection shall be once during each calendar month, although the actual specimen collection may occur on any working day within that calendar month.
- (2) The Village shall submit a current employee list for each selection period to a third party administrator that will computer-generate a list of randomly-selected employees.
- (3) To ensure the deterrent effect of random testing, testing shall be spread out through the selection period and include a representative sample of all work days, including weekends and holidays when feasible. In no event shall an employee be required to submit to testing when the employee is not physically present on the job and engaged in bargaining unit work for the Village.

(E) **Testing Procedures.**

- (1) The cost of all tests, specimen collection and random selection shall be borne by the Village. Each randomly-selected employee shall be responsible for getting to and from the collection site in a timely manner. Failure of the employee to get to the testing site in a timely manner shall be deemed a refusal to be tested unless the employee can demonstrate by clear and convincing evidence that the failure to so appear was outside the employee's control. The Village shall be responsible for transporting any employee who does not have an individual means of transportation.
- (2) Employees are required to cooperate in all specimen collection and/or testing procedures. This shall include providing a sample either on the job or collection location and having in their possession valid picture identification and any testing paperwork given to the employee by the Village.

(F) **Testing.**

- (1) The laboratory performing all tests will be certified for Federal Workplace Drug Testing Programs by the Department of Health Services - Substance Abuse and Mental Health Service Administration (SAMHSA).
- (2) Specimen samples shall be collected at the third party administrator collection location or at the job by a third party administrator who has been properly trained to collect specimen samples to meet guidelines established by the Department of Transportation.
- (3) A split sample shall be secured from each employee tested. When a urine sample is taken, the sample will be collected in a single container and then split into two containers by the collector. When an oral swab is taken, the collector shall swipe into two separate swabs and keep each swab separate.
- (4) All initial tests will be tested by the accepted industry standard screening methodology appropriate for the type of specimen. All initial positive tests shall be confirmed by gas chromatography/mass spectrometry (GC/MS) or the appropriate industry standard confirmatory methodology appropriate for the type of specimen.
- (5) Urine and/or oral fluids may be tested.
- (6) Testing for alcohol shall be at the option of the Village. Testing for alcohol shall follow 49 CFR Part 40 Subparts J and K Procedures for Transportation Workplace Drug and Alcohol Testing Programs for the Department of Transportation, as that provision may from time to time be amended.
- (7) All illegal drugs, controlled substances, look-alike drugs, and designer drugs, may be tested for.
- (8) Use of prescription drugs outside the parameters of the prescription and physician's advice may be tested for.
- (9) The United States Department of Transportation levels for "positive" or "negative" drug test results shall be the standard when applicable. Alcohol test results of .02 and higher shall be treated the same as a positive test result.
- (10) All confirmed positive test results shall be reviewed, verified and reported to the Village by the Medical Review Officer (MRO). The MRO shall not review positive alcohol tests reported from the breathalyzer.

(G) **Test Results.**

- (1) Test results that are verified by the MRO as positive or positive dilute shall be handled in accordance with the Agreement, including termination of employment.
- (2) Test results that are verified by the MRO as adulterated or substituted as determined by the laboratory and verified by the MRO shall be treated as a positive test result.
- (3) Test results that are verified by the MRO as negative dilute shall allow for a new specimen collection and test at the Village's discretion. The second test result shall be considered the test of record and the first result disregarded.
- (4) Test results that indicate misuse of prescription drugs which have not been prescribed to the tested employee shall be treated as a positive test result.
- (5) A refusal to provide a sample shall be treated as a positive test result.
- (6) Specimen samples that cannot be collected, or collected properly due to an uncooperative employee shall be treated as a positive test result and handled in accordance with this Agreement.
- (7) In the case of a specimen sample that cannot be collected because an employee does not provide a sufficient amount of urine for the drug test (i.e. 45 ml of urine), the following procedures shall be followed:
  - (a) The collector must discard the insufficient specimen, except where the insufficient specimen was out of temperature range or showed evidence of adulteration or tampering, in which case the test is treated as a positive or positive dilute test result.
  - (b) The employee shall be given the opportunity to drink fluids but shall not be forced to drink fluids. The employee shall be informed that he or she has up to three (3) hours to produce an adequate urine specimen, and when that three (3) hour period begins and ends.
  - (c) If the employee refuses to attempt to provide a new urine specimen or leaves the collection site before the collection process is complete, it is treated as a refusal to test.
  - (d) If the employee is unable to provide an adequate urine specimen after the conclusion of the three (3) hour period, the collector must

immediately inform the employer and follow 49 CFR Part 40.193 Procedures for Transportation Workplace Drug and Alcohol Testing Programs from the Department of Transportation, as that provision may be from time to time amended. The Village, at its option, can require testing by an alternate method, including blood or oral fluids.

- (8) Test results that indicate a fatal flaw, invalid sample, cancelled test, damage in shipment, defect in collection procedures, laboratory errors shall result in a new specimen collection and test at the Village's option.

(H) **Disciplinary Actions Based Upon Random Testing.**

(1) **First Incident.**

- (a) The employee admits to being under the influence of alcohol or drugs but does not seek referral to the Employee Assistance Program.

**Action:** Employee will be terminated

- (b) The employee admits to being under the influence of or tests positive for alcohol or drugs and seeks referral to the Employee Assistance Program. In the event the employee admits to being under the influence of drugs or alcohol, testing shall be mandatory.

**Action:** The employee will be suspended for the remainder of the shift without pay and will be referred to the Employee Assistance Program. A written disciplinary notice will be placed in the employee's file but will be removed upon successful completion of the treatment program. The employee will be allowed to use any accumulated sick leave for required inpatient or outpatient treatment that is scheduled during normal work hours. The employee may be issued discipline for other misconduct up to and including termination, particularly if injury to the employee or a third party resulted in connection with the incident.

(2) **Second Incident Within Three Years of the First Incident.**

**Action:** Discharge.

All information related to the drug testing and results, whether positive or negative, will be kept in a file separate from the employee's personnel file so that any future personnel actions are not influenced by such information. Written disciplinary actions, however, will be part of the personnel file.

(I) **Employee Assistance.**

- (1) Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If, prior to submitting to a random test under this Agreement, an employee voluntarily notifies the Village Administrator or Fire Chief that he or she may have a substance abuse problem, the Village will assist the employee to enroll in the Employee Assistance Program (EAP) for that treatment, and will also counsel the employee regarding medical benefits available under the Village's health and welfare/insurance program.
- (2) If treatment necessitates time away from work, the Village shall provide for the employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status, if work for which he/she is qualified exists. In no event shall a current employee be discharged or laid off to create an employment position for an employee returning from the EAP.
- (3) Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one (1) year. A positive test will then result in disciplinary action as previously outlined in this policy and program.

- (J) **Hold Harmless.** This drug testing program is solely initiated at the behest of the Village. The Village shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of the Collective Bargaining Agreement relating to drug testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug testing program provided such Union action is consistent with this Article.

**Article 18 – Consolidating, Merging or Combining Services.**

The Village may pursue consolidation, merger or combining of its Fire Department with that of another municipality provided that the new fire protection/E.M.S. provider employs all members represented by Local 4831. The Village shall, in the event of such a consolidation, merger or combining of such services, guarantee the wages in effect at that time for a period of eighteen (18) months, or until the members are covered by a Collective Bargaining Agreement with the new fire protection/E.M.S. provider, whichever occurs first.

**Article 19 – Residency.**

Employees shall be required to reside in the State of Wisconsin within fifteen (15) linear miles of the corporate limits of the Village or Town of Somers.

## **Article 20 – Medical Examinations.**

The Union agrees that all members shall submit to periodic medical examinations in accordance with this Article.

- (A) The Village shall bear the cost of medical examinations unless the 1<sup>st</sup> and 2<sup>nd</sup> opinion is “unfit for duty”. If the 1st opinion is “unfit for duty” the employee shall bear the entire cost of the 2<sup>nd</sup> opinion unless the 2nd opinion is “fit for duty”, in which case the cost shall be shared equally by the Village and the employee. All members shall be evaluated medically by the Village’s physician (or in the case of a 2<sup>nd</sup> or 3<sup>rd</sup> opinion, by the physician rendering such 2<sup>nd</sup> or 3<sup>rd</sup> opinion) as meeting the medical requirements of NFPA 1582, Standard on Medical Requirements for Fire Fighters.
- (B) The Village shall schedule the 1<sup>st</sup> medical examination while employees are on duty. Off duty employees may agree, but shall not be required, to report to duty for medical examination for the 1<sup>st</sup> examination.
- (C) All medical examinations hereunder shall occur periodically as scheduled hereafter and shall include the following tests:
  - (1) Pre-employment Examination. This shall include a medical and occupational history including a history of any significant prior exposures. In addition, height, weight, and vital signs including blood pressure will be taken. This would also include a hearing test, pulmonary function test, and vision test. Lab testing will consist of CBC and chemistry panel and PSA screening for all male employees over 40 years of age. Additional tests will be required to work into the periodic examinations depending upon age.
  - (2) Periodic Examinations. This shall occur within thirty (30) days of an employee’s anniversary date and shall be every three (3) years between 30 and 39 years of age, and every two (2) years after 40 years of age. In addition to the components of the pre-employment examination, periodic medical examinations shall include:
    - (a) 30 years of age – medical and occupational history and physical exam, vision test, pulmonary function test, audiogram, CBC, and chemistry panel.
    - (b) 34 years of age – medical and occupational history and physical exam, vision test, and audiogram.
    - (c) 37 years of age – medical and occupational history and physical exam, vision test, and audiogram.

- (d) 40 years of age – medical and occupational history and physical exam, vision test, pulmonary function test, audiogram, CBC, and chemistry panel.
- (e) 42 years of age – medical and occupational history and physical exam, vision test, and audiogram.
- (f) 45 years of age – medical and occupational history and physical exam, vision test, audiogram, and treadmill/stress test.
- (g) 48 years of age – medical and occupational history and physical exam, vision test, and audiogram.
- (h) 50 years of age – medical and occupational history and physical exam, vision test, pulmonary function test, audiogram, CBC, chemistry panel, and treadmill/stress test.
- (i) 52 years of age – medical and occupational history and physical exam, vision test, and audiogram.
- (j) 55 years of age – medical and occupational history and physical exam, vision test, audiogram, and treadmill/stress test.
- (k) 57 years of age – medical and occupational history and physical exam, vision test, and audiogram.
- (l) 60 years of age – medical and occupational history and physical exam, vision test, pulmonary function test, audiogram, CBC, chemistry panel, and treadmill/stress test.
- (m) The same pattern would be continued until retirement from the department.

These tests may be adjusted as is indicated by prevailing medical standards such as NFPA, OSHA, CDC and the IAFF/IAFC Joint Wellness Fitness Initiative and in consult with the Occupational Medicine Physician and/or other physicians involved in the determination of exam content.

- (D) Management shall be obligated to provide the examining physician with a copy of the employee’s job description for use in determining a member’s fitness for duty. The job description for the employee may be amended from time to time.
- (E) In the event the examining physician determines an employee is not fit for duty, the employee shall be placed on approved sick leave (i.e. sick days) until the employee is rehabilitated and determined to be “fit for duty”. In the event the

employee has no available sick days, the employee may substitute other paid leave (i.e. vacation) for which the employee is eligible. Thereafter, the employee shall be placed on FMLA leave until the employee has exhausted the 2<sup>nd</sup> opinion option provided under this contract, but in any event, for no longer than sixty (60) calendar days.

- (F) In the event an employee disagrees with the opinion of the examining physician, the employee shall be entitled to obtain, at his/her expense, a 2<sup>nd</sup> opinion from a physician selected by the employee which shall be scheduled during off-duty hours. The Village, upon being notified by the employee of the name and address of the 2<sup>nd</sup> physician, shall provide the second examining physician with the job description for the employee. The employee shall be obligated to disclose to the 2<sup>nd</sup> physician the opinion of the 1<sup>st</sup>. In the event the 2<sup>nd</sup> opinion determines the employee is fit for duty, the employee shall be immediately returned to duty upon notice for his/her fitness for duty to the fire chief and shall receive any lost sick time, benefits and/or wages unless the Village asks for a 3<sup>rd</sup> opinion.
- (G) Where the employee is determined to be unfit for duty according to the 1<sup>st</sup> medical examination but fit for duty according to the 2<sup>nd</sup> medical examination, the Village may, but need not, require the employee to submit to a 3<sup>rd</sup> medical examination by a physician selected by the Village.
- (H) If the Village requires a 3<sup>rd</sup> medical examination under paragraph (G) above, management shall provide the 3<sup>rd</sup> examining physician with the job description for the employee. The employee shall be obligated to disclose to the 3<sup>rd</sup> physician the opinion of the 1<sup>st</sup> and 2<sup>nd</sup> physician. In the event the 3<sup>rd</sup> opinion determines the employee is fit for duty, the employee shall be immediately returned to duty upon notice of his/her fitness for duty to the Fire Chief and shall receive any lost sick time, benefits and/or wages. Under these circumstances the cost of the 3<sup>rd</sup> opinion shall be borne by the Village. In the event the 3<sup>rd</sup> physician determines the employee is unfit for duty the 3<sup>rd</sup> physician shall render an opinion as to whether the employee can be rehabilitated and when the employee is expected to be fit for duty. The employee may then utilize any remaining benefits under sick days, vacation days or FMLA for rehabilitation. At the conclusion of such benefit periods if the employee is still not fit for duty, then the employee will be terminated.
- (I) Where the employee is determined to be unfit according to both the 1<sup>st</sup> and 2<sup>nd</sup> medical examinations, the employee may then utilize any remaining benefits under sick days, vacation days or FMLA for rehabilitation. At the conclusion of such benefit periods if the employee is still not fit for duty, then the employee will be terminated.
- (J) In the event the 3<sup>rd</sup> examining physician determines that the employee is unfit for duty, the employee shall continue to utilize any remaining benefits under sick

days, vacation days or FMLA for rehabilitation. At the conclusion of such benefit periods if the employee is still not fit for duty, then the employee will be terminated.

**Article 21 – Annual Physical Fitness Testing.**

The Union agrees that each member assigned to emergency operations shall maintain his/her personal physical fitness at a level sufficient to pass the annual physical performance examination.

(A) **Annual Physical Performance Evaluation.**

- (1) Each member shall be evaluated and certified annually as meeting the department's minimum physical performance requirements.
- (2) The evaluation shall consist of passing the department's entry-level physical ability test, Exhibit "B" attached hereto, and shall be conducted while the member is wearing a weighted vest or SCBA airpack.
- (3) The member being tested shall complete all stations in the time set as the standard.
- (4) The evaluation shall be scheduled and conducted by the Fire Chief or his designee. The test will be scheduled at least four (4) times throughout the year.
- (5) Any member who fails to meet the minimum physical performance requirements in a calendar year for any reason shall be considered unfit for emergency operations.

- (B) **Failure to Meet Requirements.** Members who cannot meet the minimum requirements of the medical or physical evaluations in any calendar year will be allowed to take such paid sick days and/or vacation leave as the member has available and, thereafter, FMLA leave until the member is able to return to duty. If, after the exhaustion of paid sick days/vacation leave and unpaid FMLA, the member is still unable to return to duty, then the member will be terminated.

**Article 22 – Miscellaneous.**

- (A) **Pay Day.** Employees shall be paid biweekly, every other Friday. When a regular pay date falls on a holiday, employees will receive their pay on the last workday before the regularly scheduled pay day. Employees may choose direct deposit of their paycheck in the banking institution of their choice or to have a paycheck issued to them. Those who choose direct deposit will receive an itemized statement showing the current wage statement and the current year cumulative

wage statement. A net deposit will be made into one (1) designated banking institution in its entirety and will not be split in any manner by the Village. Paychecks for those who do not use direct deposit will be made available in the office of the secretary of the Village Administrator by noon on pay day. Direct deposit forms are available from the secretary of the Village Administrator.

- (B) **Address and Personal Status Change.** Each Village employee has a permanent personnel file. Employees shall fill out the personal data forms provided by the Village from time to time and this information will become part of the employee's permanent personnel file. The Employee shall keep the Village Clerk/Treasurer advised of changes in address, telephone number, change of name or marital status. This information is used only to forward necessary information or to contact the employee when it is necessary for the Village to do so. It is the Village's policy to protect the privacy of each employee. Employees may inspect information in his/her own personnel records and files in order to ensure accuracy. Should an employee desire to see his/her file, a request must be made in writing to the Village Clerk/Treasurer. The employee may then review the file in the presence of the Village Clerk/Treasurer.
- (C) **Parking.** Parking is available on the premises of the Village's facilities and is available for each employee. Except in the event of an act of negligence by a Village employee, agent or representative while working for the Village, the Village is not responsible for any damage to an employee's vehicle or its contents. Parking in reserved spaces is prohibited at all times. No unauthorized vehicles shall be parked upon Village property. No "for sale" signs shall be displayed on or adjacent to parked vehicles.
- (D) **Safety and Equipment.** The Village and the Union agree to cooperate in the ongoing objective to take all required measures to eliminate accidents and health hazards. The Village shall continue to make reasonable and necessary provision for the safety and health of employees. Suggestions and recommendations of the employees shall be received and considered by the Village in developing and maintaining such safety program as is deemed appropriate.
- (E) **Applicable Laws.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin.
- (F) **Modification and Execution in Counterparts.** This Agreement may be executed by the signators hereto in one or more originals by the undersigned representatives of the parties hereto. By executing this contract at the space indicated below, each of the signators hereby warrants and represents to the other that such signator has full authority to bind his or her principal to the terms and conditions of this Agreement without requiring the other party to look beyond the terms of this Agreement to determine the authority of such signator to bind its principal. In the case of the Village, the undersigned representatives of the

Village hereby warrant and represent that this Agreement was approved by a majority of a quorum at a duly noticed and conducted meeting of the Village Board of the Village; furthermore, no modification of this Agreement may take place unless it is in writing and approved under the same standards as was required for the approval by the principals to this Agreement of the original agreement.

(G) **Severability.** If any article or section of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending determination as to its validity, the remainder of this Agreement and the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. If a provision of this Agreement is held to be invalid, and it is lawful to negotiate an alternative provision that would be valid, the parties will enter into negotiations within thirty (30) days for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

(H) **No Precedent.** In entering into this settlement, neither the Village nor the Union makes any admission, or waives any argument(s) or defense(s) with respect to any pending dispute over the meaning or application of the predecessor Collective Bargaining Agreement.

Dated at Somers, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

VILLAGE OF SOMERS

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

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

Dated at Somers, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

VILLAGE OF SOMERS, LOCAL 4831

By: \_\_\_\_\_  
\_\_\_\_\_, Its duly authorized representative

By: \_\_\_\_\_  
\_\_\_\_\_, bargaining committee member

By: \_\_\_\_\_  
\_\_\_\_\_, bargaining committee member

By: \_\_\_\_\_  
\_\_\_\_\_, bargaining committee member

VILLAGE OF SOMERS

LOCAL UNION NAME: \_\_\_\_\_ No. \_\_\_\_\_

Employer: \_\_\_\_\_

Complaint and Grievance No. \_\_\_\_\_ Date \_\_\_\_\_

Employee's Supervisor \_\_\_\_\_ Work Location \_\_\_\_\_

Employee's Name \_\_\_\_\_ Hiring Date \_\_\_\_\_

Employee's Phone \_\_\_\_\_ Grade Level \_\_\_\_\_

Date of the alleged infraction \_\_\_\_\_

Statement of Grievance:

(Circumstances of Facts): (Briefly, what happened) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(The contention—what did management do wrong?)(Article or Section of contract which was violated if any) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(The Request for Settlement or corrective action desired): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Signed) \_\_\_\_\_

**EXHIBIT "A"**

**Employees Whose Start Date Was On Or Before 10/31/14**

<b>Year</b>	<b>Start</b>	<b>6 Months</b>	<b>24 Months</b>	<b>48 Months</b>	<b>60 Months</b>
<del>2023</del>	<del>n/a</del>	<del>n/a</del>	<del>n/a</del>	<del>n/a</del>	<del>\$27.15</del>
<del>2024</del>	<del>n/a</del>	<del>n/a</del>	<del>n/a</del>	<del>n/a</del>	<del>\$28.23</del>
<del>2025</del>	<del>n/a</del>	<del>n/a</del>	<del>n/a</del>	<del>n/a</del>	<del>\$29.07</del>

**Employees Whose Start Date Was On Or After 11/1/14**

<b>Year</b>	<b>Start</b>	<b>12 Months</b>	<b>36 Months</b>	<b>48 Months</b>	<b>60 Months</b>	<b>84 Months</b>
<del>2023</del>	<del>\$18.23</del>	<del>\$20.00</del>	<del>\$21.78</del>	<del>\$23.70</del>	<del>\$25.63</del>	<del>\$27.15</del>
<del>2024</del>	<del>\$18.95</del>	<del>\$20.80</del>	<del>\$22.65</del>	<del>\$24.64</del>	<del>\$26.65</del>	<del>\$28.23</del>
<del>2025</del>	<del>\$19.51</del>	<del>\$21.42</del>	<del>\$23.32</del>	<del>\$25.37</del>	<del>\$27.44</del>	<del>\$29.07</del>

**Employees Whose Start Date Was On or Before 10/31/14**

<b>Year</b>	<b>Start</b>	<b>6 Months</b>	<b>24 Months</b>	<b>48 Months</b>	<b>60 Months</b>
2026	n/a	n/a	n/a	n/a	\$29.94
2027	n/a	n/a	n/a	n/a	\$30.98
2028	n/a	n/a	n/a	n/a	\$32.06

**Employees Whose Start Date Was On or After 11/1/14**

<b>Year</b>	<b>Start</b>	<b>12 Months</b>	<b>36 Months</b>	<b>60 Months</b>
2026	\$22.06	\$24.02	\$26.13	\$29.94
2027	\$22.83	\$24.86	\$27.04	\$30.98
2028	\$23.63	\$25.73	\$27.99	\$32.06

**EXHIBIT “B”**

**Somers Fire Department  
Physical Agility Test  
Release/Hold Harmless**

\_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_  
Candidate Name (please print) Test Date

I, \_\_\_\_\_, am interested in becoming a member of Somers Fire Department and agree to participate in a physical agility test consisting of pulling, climbing, lifting, and carrying of equipment.

**I do realize there is a possibility of being injured while participating in this test and hereby release and hold harmless the Village of Somers, Somers Fire Department, Somers Rescue Squad, Each of Their Officers, Employees, or their representatives from any claim for injury or damages resulting from or connected with my participation in this test.**

**Physical Agility Test**

Candidates/Members taking test will wear gloves, and a 50 lb. weighted vest to simulate the weight of fire-fighting equipment. The candidate/member must pass all stations without exceeding the maximum allowed time of **8 minutes (2 minutes for the warm-up + 6 minutes for the remainder of the course)**. The candidate/member must walk between stations. Once the candidate/member begins this test, he/she must continue until finishing all of the stations or exceeding the maximum time allowed. If the candidate/member is unable to complete any of the stations, he/she may withdraw from the physical agility test at any time. The tester may also stop the test due to unsafe actions.

*Aerial Ladder Climb: The candidate will climb the aerial ladder fully extended at a 70 degree. The candidate will wear a truck belt for safety. Candidate must climb to the furthest rung and touch the rung or ring a bell and climb back down. This is not a timed test.*

**Pass / Fail**

**Warm-up Station:** Candidate/member will walk on a treadmill at a 0% grade at 3.5mph for 2 minutes. *Candidate must not touch the handrails and will receive one warning, after the second touch candidate will be disqualified and the test will be stopped. After the 2 minutes are finished, the candidate will be asked to step off to the sides of the treadmill and wait for the treadmill to stop before proceeding to the next station (station #1).*

**Pass / Fail**

**Station #1 (Hose carry/stair climb):** *After completing the warm-up the candidate/member will proceed to the stairs and the time will start when candidate picks up a 2-1/2” hose pack and carry the hose-pack in any manner to the top of the stairs and bring hose-pack back down. The candidate will have 6 minutes for the remainder of the course. The candidate/member will then proceed back up the stairs in the same manner and repeat this process a total of 4 times. After the 4<sup>th</sup> climb, candidate must place hose-pack back in the starting location. The candidate/member may take multiple steps while proceeding up the stairs, but candidate/member must touch every step while coming down the stairs. At least one hand should be in contact with the hand rail at all times, while proceeding up and down the stairs. Failure to use the handrail while climbing the stairs will be considered an unsafe act and will count as a failure.*

**Pass / Fail**

**Station #2 (Simulated equipment Carry):** The candidate/member will pick up two 30 lb. weights, one in each hand, and carry them while walking fifty (50') feet around the cone, then back to the starting point. You are permitted to place the weight(s) on the ground and adjust your grip. Upon completion place the weights on the ground back in their original location.

Pass / Fail

**Station #3 (Forcible Entry):** Using the 10-lb. sledge hammer provided, the candidate/member must drive the sled; a 75-lb. steel beam a horizontal distance of 4-ft. until the beams strikes the opposite side. **Pushing, raking or hooking the beam is not allowed; only the head of the mallet is allowed to strike the beam. The handle must not come in contact with the beam at any time. Both hands must be above the tape mark on the handle (12-in. from the top, head end) at the point of impact.** The hammer must be placed down in designated area next to sled upon completion.

Pass / Fail

**Station #4 (Hose Drag):** The candidate/member will advance (3) connected/ uncharged sections of 2-1/2" hose-lines straight a distance of fifty (50') feet, make a right turn passed a barrel and proceed another twenty-five (25') feet to the finish line, drop to one knee and pull the hose until the first coupling crosses the finish line. You are permitted to run during the hose drag.

Pass / Fail

**Station #5 (Simulated Ceiling Pull):** The candidate/member will pull down weight attached to a rope, weighted with a fifty (50-lb.) pound weight. Candidate/member must pull down **10** times and weight must go above the line on the machine at the test station and must touch lower line on the machine. **Weight must not touch the weight stack between each pull down. Failure to go above the line will not count and tester will tell the candidate/member that it did not count.**

Pass / Fail

**Station #6 (Rescue Victim):** The candidate/member must grasp a 125-lb. mannequin by the handle(s) on the shoulder(s) of the harness (either one or both handles are permitted), drag it fifty (50') feet , make a 180 degree turn around the beam, and continue an additional fifty (50') feet to the finish line. **You are not permitted to grasp or rest on the cone. You are permitted to drop and release the mannequin and adjust your grip. The entire mannequin must be dragged until it crosses the marked finish line. This concludes the Physical Agility test and your time will stop upon completion.**

Pass / Fail

\_\_\_\_\_  
Candidate signature

\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Tester/Officer signature

\_\_\_\_\_/\_\_\_\_\_  
Date

**Physical Agility Test Time:** \_\_\_\_\_

**Pass / Fail** \_\_\_\_\_  
Candidate's Initials

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Revised (3/30/2015)

## EXHIBIT "C"

# *SOMERS FIRE & RESCUE*

CHIEF  
Carson Wilkinson

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



### 2017- 2019 Vacation Selection

1. Selection will be by seniority.
2. Each person will pick up to three days on the first round, and up to six on the second round and subsequent. The days carried over from the previous year will also be picked in the first round.  
( Carry over days from the previous year must be used by April 1<sup>st</sup>, unless preapproved by the Fire Chief)
3. Only one person will be allowed off per shift for vacation.
4. At the end of the year you can carry over up to three days into the next year without supervisory approval.
5. Up to two days a year may be broken into partial days of not less than 2 hours off per day.

Exhibit "C"

(Rev. 9/12/2025)

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**Exhibit “D”**

Lieutenant shall be paid \$1,500.00 annually. This will be paid out over each pay period. Each two week pay period will have \$57.70 marked as officer pay.

Captain shall be paid \$2,000.00 annually. This will be paid out over each pay period. Each two week pay period will have \$76.92 marked as officer pay.

Training Captain shall be paid \$5,300.00 annually. This will be paid out over each pay period. Each two week pay period will have \$203.85 marked as officer pay.

Officer pay will increase annually at the same percentage as wages

Rank	2025	2026	2027	2028
Lieutenant	\$1,500.00	\$1,545.00	\$1,599.08	\$1,655.05
Captain	\$2,000.00	\$2,060.00	\$2,132.10	\$2,206.72
Training Captain	\$5,300.00	\$5,459.00	\$5,650.07	\$5,847.82

## **Exhibit “E”**

### **Acting Chief Duties and Responsibilities**

#### **Duties**

- Responding to Somers calls as a command officer per response SOG
- Responding to mutual aid calls
- Receive phone calls for call offs of shifts
- Fill spots in the schedule caused from sick leave or absences
- Any other scene related tasks normally performed by the Chief like press interviews

#### **Notify the Fire Chief of any of the following events**

- Significant injuries or death to a department member
- Damage to equipment greater than \$500.00 in value
- Any other situation they feel exceeds the scope of any Acting Chief
- Any incident that would be classified as a disaster or any need to activate emergency management for the Village

#### **Work rules**

- Monday - Friday (non-holidays) Acting Chief is expected to be at one of the Somers Fire Stations during the hours of 0800 - 1630 but allowed to leave for meals or work related events. Hours outside of 0800 - 1630 can be worked from offsite locations within 10 miles of Somers.
- Saturday/Sunday/Holidays – Acting Chief can work from offsite locations within 10 miles of Somers
- Acting Chief must always be available by phone when performing the role of Acting Chief
- Acting Chief must abide by all Somers Fire & Rescue policies, procedures and SOGs even when working from offsite

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

**Village Board Meeting  
Tentative Agenda  
Tuesday, September 23, 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 September 9, 2025, and Vouchers dated September 11 & 18.
4	Correspondence:
5	Citizens Comments
6	President and Trustee Comments
7	Motion to approve Resolution for Bear Development’s request to vacate a dedicated public right of away and release from Developer’s Agreement between Somers for the former Willow Creek Condominium project (Parcels 82-4-222-151-0560, 82-4-222-151-0561, 82-4-222-151-0563)
8	Motion to approve 2026 – 2028 Collective Bargaining Agreement with the Firefighter/EMT Employees, Local 4831-IAFF
9	Action on Operator’s Licenses: Josephine Franklin, Edie Hamilton, Kiera Crawley, Ryan Ridley
10	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the September 16, 2025 Village Work Session Meeting & Tentative Agenda in 1 public place & on the Village website.

Dated this 12 day of September, 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.**