

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

**Village Board Meeting
Agenda
Tuesday, November 11, 2025
5:30 p.m.**

Village Board Meeting:	
Item #	
1	Call to order
2	Pledge of Allegiance
3	Consent and Approval of Minutes of Regular meetings on October 28, 2025 Vouchers dated October 30, October 31st & November 6, October ACH Payments, October Building Report, and September Investment Statements
4	Correspondence: Wis DOT WIS 31 Resurfacing
5	Citizens Comments
6	President and Trustee Comments
7	Discuss Municipal Judge’s Vacancy
8	Discuss proposed 2026 General Fund Budget & Capital Improvement Plan
9	Action on Second Amendment to Development Agreement with SRPF D/Burlington Rd, LLC (Somers Business Park)
10	Action on Maintenance Agreement with Oakwood Cemetery Association
11	Action on proposed Ordinance no. 2025-011, an ordinance creating Section 14.055 in Chapter 14 of the Municipal Code entitled “financial assurance for site grading and drainage” of the Village of Somers regarding financial assurance to ensure compliance with grading and drainage work for all new construction.
12	Action on Resolution No. 2025-014 a resolution honoring the life and service of Village Attorney Jeffrey Davison.
13	Action on Resolution no. 2025-015 a Resolution to add Johnson Financial Group as a Village depository of Village funds.
14	Action on Ordinance 2025-010, an Ordinance to repeal and recreate chapter 11 entitled “sale of alcohol beverages,” section 11.05 entitled “licenses required,”

	subsection (d) entitled “license investigation,” of the Village of Somers municipal code.
15	Action on proposed contract with Kenosha County Sheriff’s Office for Law Enforcement Services for 2026
16	Action on Operator’s Licenses: Eric Papelbon, Hayley Tench, Nicholas Katsma Emmanuel Wright, Stella Winston, Karen Lois, Damon Marz, Taylor Wilson Anisa Berryman, Michael Stewart Jr, Robert Love, Sabrina Riggins, Madison Nutile, Dominic Fevrier, Christa Schneider, Betsy Neemann, Amy Richards, Terri Keeling, Jozef Escamilla Dublin, Lindsey Tighe, Sean Spoerl
17	Motion to convene into closed session per Wisconsin State Statute §19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, specifically employee compensation. (Roll call required)
18	Motion to reconvene in Open Session (roll call vote required)
19	Action on Collections of Court Forfeitures
20	Adjourn

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

Dated this 7th day of Nov. 2025

Wendy Burnette, Clerk-Treasurer

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

**Village of Somers
Proceedings from the Regular Board Meeting October 28, 2025**

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

President Stoner led the Pledge of Allegiance.

Present: President Stoner, Trustees Ben Harbach, Joe Smith, Karl Ostby, Jackie Nelson, Jack Aupperle, and Scott Fredrick. Also present: Administrator Jim Hurley, Assistant Kevin Poirier, Deputy Clerk/Treasurer Eugenia Lara, and Chief Andersen.

Consent and Approval of Minutes of Regular meetings on October 14, 2025, Vouchers dated October 16 & October 23

Trustee Aupperle moved to approve the Minutes of Regular meetings on October 14, 2025, Vouchers dated October 16, October 23.

Seconded by Trustee Frederick.

Trustee Harbach questioned a few invoices that were answered by Administrator Hurley.

Motion carried.7-0 vote.

Correspondence:

None

Citizen Comments

None

President and Trustee Comments

President Stoner reported that the State plans to resurface Sheridan Road in 2027. Results of speed study and the increase in speeding, issues with vehicle registration, and drivers operating without licenses. There was some confusion with IEA, but Administrator Hurley will be taking care of it. He also road along with Building Inspector to see the new housing development it's amazing.

Trustee Harbach asked how potential government shutdown might affect the Safer Grant?

Chief Anderson responded that, due to the FEMA website being down and temporarily unable to accept application, the Safer Grant deadline was extended to November 24th, 2025, provided the government is operational. If the government remains shut down, it is expected that another extension will be granted.

Trustees Harbach, Smith and Ostby requested that a discussion on equipment and its lifespan, including preventative maintenance and life extension, be tabled for a work session.

President Stoner agreed and noted Fire Chief Andersen and Superintendent Sullivan will be available to speak on equipment.

Action on request by Somers Venture LLC, 42500 W 11 Mile Rd Suite C, Novi, MI 48375 (Owner); Nilax Patel, 711 N Elmhurst Rd, Prospect Heights, IL 60070 (Agent), requesting a Rezoning approval for a PUD Planned Unit Development Overlay Dist. amendment to allow a tenant within a multi-tenant building to display wall signage outside of that tenant's internal wall space or end cap wall area, on Tax Parcel #82-4-222-271-0309, located in the NE ¼ Section 27, T2 N, R22 E, Village of Somers. (For information only, the property is located just south of Firestone Complete Auto Care)

Trustee Ostby moved to approve Action on request by Somers Venture LLC, 42500 W 11 Mile Rd Suite C, Novi, MI 48375 (Owner); Nilax Patel, 711 N Elmhurst Rd, Prospect Heights, IL 60070 (Agent), requesting a Rezoning approval for a PUD Planned Unit Development Overlay Dist. amendment to allow a tenant within a multi-tenant building to display wall signage outside of that tenant's internal wall space or end cap wall area, on Tax Parcel #82-4-222-271-0309, located in the NE ¼ Section 27, T2 N, R22 E, Village of Somers. (For information only, the property is located just south of Firestone Complete Auto Care).

Second by Trustee Harbach

Trustee Fredrick asked if the tenant for the space has been identified.

President Stoner noted that tenant will be Shopko. Motioned carried 7-0 vote.

Action on first Payment Request for the 4th Street Culvert project in the amount of \$110,175.00.

Trustee Aupperle moved to approve first payment request for the 4th Street Culvert project in the amount of \$110,175.00.

Seconded by Trustee Fredrick Motion carried. 7-0 vote

Action on request From Bear Development for a Release of Easements (Parcels 82-4-222-151-0560, 82-4-222-151-0561, 82-4-222-151-0563).

Trustee Ostby moved to approve on request From Bear Development for a Release of Easements (Parcels 82-4-222-151-0560, 82-4-222-151-0561, 82-4-222-151-0563).

Seconded by Trustee Harbach Motioned carried. 7-0 vote

Action on contract with Root-Pike Watershed Initiative Network (WIN) to conduct Communications and Outreach for Storm Water Permit (MS4) Requirements, term ending December 31, 2027

Trustee Ostby moved to approve on contract with Root-Pike Watershed Initiative Network (WIN) to conduct Communications and Outreach for Storm Water Permit (MS4) Requirements, term ending December 31, 2027.

Seconded by Trustee Smith

Motion carried 7-0 vote

Action on changes to Fire & EMS Billing Rates

Trustee Aupperle moved to approve changes to Fire & EMS Billing Rates

Seconded by Trustee Fredrick

Trustee Harbach asked how we compare with other municipalities?

Chief Andersen we review comparable data before any rate change. For resident rates, Somers is in the middle of the pack compared to surrounding communities. For non-residential rates, Somers is on the higher end of state averages; however, a larger portion of service calls involve non-residents. Approximately 40% of calls were for non-residents, with over 2,000 patient contacts primarily resulting from car accidents.

Motion carried 7-0 vote

Action on Agent Application for Indiana Rockwell at Kwik Trip 597

Trustee Aupperle moved to approve on Agent Application for Indiana Rockwell at Kwik Trip 597.

Seconded by Trustee Harbach

Motion carried. 7-0 vote

Action on Operator's Licenses: Action on Operator's Licenses: Sejal Patel, Dale Iverson, Brittany Wutschel, Aaron Mueller, Jacob Starr, Elizabeth Murray, Thomas Mikkelsen, Sherri Tracy, and Jamie Ronge.

Trustee Aupperle moved to approve on Operator's Licenses: Action on Operator's Licenses: Sejal Patel, Dale Iverson, Brittany Wutschel, Aaron Mueller, Jacob Starr, Elizabeth Murray, Thomas Mikkelsen, Sherri Tracy, and Jamie Ronge.

Seconded by Trustee Harbach

Motion carried. 7-0 vote

Adjourn

Trustee Aupperle moved to Adjourn at 5:49 pm.

Seconded by Trustee Frederick

Motion carried. 7-0 vote

These minutes were not officially approved by the Village Board. Drafted by Eugenia Lara Deputy Clerk/Treasurer on October 30, 2025

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
10/30/2025	POOL	285(E)	KWIKTRIP	KWIK TRIP INC	3,238.62
10/30/2025	POOL	286(E)	USBANK	US BANK NATIONAL ASSOCIATION	4,256.58
10/30/2025	POOL	65429	AED	AED ESSENTIALS INC	146.00
10/30/2025	POOL	65430	AAC001	ASSOCIATED APPRAISAL	4,970.91
10/30/2025	POOL	65431	BLAINFF	BLAIN SUPPLY INC	1,856.31
10/30/2025	POOL	65432	SPECTRUM	CHARTER COMMUNICATIONS	32.88
10/30/2025	POOL	65433	COLUMNS	COLUMN SOFTWARE PBC	178.23
10/30/2025	POOL	65434	TRI-VISA	ELAN FINANCIAL SERVICES	1,026.18
10/30/2025	POOL	65435	FIRESAFETY	FIRE SAFETY USA INC	1,683.70
10/30/2025	POOL	65436	NAP002	GENUINE PARTS COMPANY INC	44.00
10/30/2025	POOL	65437	JOHNS	JOHNS DISPOSAL SERVICE INC	49,527.90
10/30/2025	POOL	65438	KCOPARKS	KENOSHA COUNTY DIV OF PARKS	440.00
10/30/2025	POOL	65439	SHI001	SHERWIN INDUSTRIES INC	4,504.50
10/30/2025	POOL	65440	STERICYCLE	STERICYCLE INC	18.53
10/30/2025	POOL	65441	TAP001	TAPCO	1,378.74
10/30/2025	POOL	65442	THOMASOUT	THOMAS OUTDOOR SUPPLY	22.14
10/30/2025	POOL	65443	WANASEK	WANASEK CORPORATION	110,175.00
10/30/2025	POOL	65444	WEE001	WE ENERGIES	11.10
10/30/2025	POOL	65445	WELDSTAR	WELDSTAR COMPANY	234.00

POOL TOTALS:

Total of 19 Checks:	183,745.32
Less 0 Void Checks:	0.00
Total of 19 Disbursements:	183,745.32

10/31/2025 10:34 AM
User: HKRUK
DB: Somers

CHECK REGISTER FOR VILLAGE OF SOMERS
CHECK DATE FROM 10/31/2025 - 10/31/2025

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
10/31/2025	POOL	65447	GORDIEB	GORDIE BOUCHER FORD	<u>56,840.79</u>
POOL TOTALS:					
Total of 1 Checks:					56,840.79
Less 0 Void Checks:					<u>0.00</u>
Total of 1 Disbursements:					56,840.79

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
11/06/2025	POOL	287(E)	USBANK	US BANK NATIONAL ASSOCIATION	85.00
11/06/2025	POOL	288(E)	VERIZON	VERIZON WIRELESS	227.57
11/06/2025	POOL	65448	AED	AED ESSENTIALS INC	227.50
11/06/2025	POOL	65449	BRUM	ANN BRUMBACK	64.01
11/06/2025	POOL	65450	AT&T001	AT&T	99.54
11/06/2025	POOL	65451	BTM001	BOUND TREE MEDICAL LLC	62.37
11/06/2025	POOL	65452	CORE	CORE & MAIN LP	3,230.00
11/06/2025	POOL	65453	FFP001	DAVIS-ULMER SPRINKLER CO INC	2,850.00
11/06/2025	POOL	65454	DECKER	DECKER SUPPLY CO INC	718.46
11/06/2025	POOL	65455	STO001	GEORGE STONER	211.60
11/06/2025	POOL	65456	SOR001	JOHN E SORENSEN	71.78
11/06/2025	POOL	65457	KENCNTIT	KENOSHA COUNTY INFORMATION	8,700.00
11/06/2025	POOL	65458	KEN002	KENOSHA COUNTY TREASURER	1,580.37
11/06/2025	POOL	65459	ACEHARDWAR	KENOSHA HADWARE NORTH LLC	8.76
11/06/2025	POOL	65460	LTP001	LYONS TRUCK PARTS	107.26
11/06/2025	POOL	65461	MATRUCK	M A TRUCK PARTS INC	64.10
11/06/2025	POOL	65462	MTP001	MT PLEASANT SEWER UTILITY	37,845.00
11/06/2025	POOL	65463	RICOHUSA	RICOH USA, INC	597.93
11/06/2025	POOL	65464	T0000697	RYAN NELSON	81.22
11/06/2025	POOL	65465	SHI001	SHERWIN INDUSTRIES INC	4,380.00
11/06/2025	POOL	65466	T0000175	STEVEN KRAUSE	100.75
11/06/2025	POOL	65467	STRY001	STRYKER SALES LLC	1,036.00
11/06/2025	POOL	65468	PEREZT	TERESA PEREZ	400.00
11/06/2025	POOL	65469	WEE001	WE ENERGIES	98.63
11/06/2025	POOL	65470	WEE002	WE ENERGIES	86.84
11/06/2025	POOL	65471	WES001	WESTERN CULVERT & SUPPLY INC	2,535.00
11/06/2025	POOL	65472	WICOURT	WI COURT FINES & SURCHARGES	5,241.39
11/06/2025	POOL	65473	WAM001	WILLIAM A MORRIS	159.14

POOL TOTALS:

Total of 28 Checks:	70,870.22
Less 0 Void Checks:	0.00
Total of 28 Disbursements:	<u>70,870.22</u>

Village of Somers			
ACH payments and checks from Payroll system during the month of October 2025			
DATE	CHECK#	PAYABLE TO	AMOUNT
10/1/2025	ACH	PNP BILLPAYMENT	\$ 319.81
10/2/2025	ACH	MISC FEES/DEPOSIT ITEM RETURNED CK#5019	\$ 289.51
10/2/2025	ACH	MISC FEES/DEPOSIT ITEM RETURNED	\$ 15.00
10/3/2025	ACH	DEBIT ADJ	\$ 0.47
10/3/2025	ACH	SOMERS PAYROLL	\$ 79,782.36
10/3/2025	EFT1306	INTERNAL REVENUE SERVICE	\$ 27,628.29
10/3/2025	EFT1307	WI DEPT. OF REVENUE	\$ 4,556.27
10/3/2025	EFT1308	IL DEPT OF REVENUE	\$ 214.11
10/3/2025	EFT1309	WISCONSIN DEFERRED COMP	\$ 1,549.26
10/3/2025	EFT1310	WI SCTF	\$ 403.85
10/3/2025	EFT1311	SOMERS FIRE FIGHTERS	\$ 360.00
10/3/2025	65308	BRIGHTHOUSE FINANCIAL	\$ 215.00
10/8/2025	ACH	PNP BILLPAYMENT	\$ 250.00
10/9/2025	ACH	PNP BILLPAYMENT	\$ 691.48
10/14/2025	ACH	ANALYSIS LOSS FEE/MISC FEE	\$ 526.23
10/15/2025	ACH	MISC DEBIT/DEP 25,855.49 S/B 25,649.38	\$ 206.11
10/15/2025	ACH	PNP BILLPAYMENT	\$ 337.69
10/16/2025	ACH	PNP BILLPAYMENT	\$ 175.00
10/17/2025	ACH	SOMERS PAYROLL	\$ 83,423.93
10/17/2025	EFT1312	INTERNAL REVENUE SERVICE	\$ 28,480.99
10/17/2025	EFT1313	WI DEPT. OF REVENUE	\$ 4,652.14
10/17/2025	EFT1314	IL DEPT OF REVENUE	\$ 214.11
10/17/2025	EFT1315	EMPLOYEE TRUST FUNDS	\$ 60,566.72
10/17/2025	EFT1316	WISCONSIN DEFERRED COMP	\$ 2,058.90
10/17/2025	EFT1317	WI SCTF	\$ 403.85
10/17/2025	EFT1318	SOMERS FIRE FIGHTERS	\$ 360.00
10/17/2025	EFT1319	WI EMPLOYEE TRUST FUNDS	\$ 37,732.63
10/17/2025	EFT1320	DELTA DENTAL	\$ 3,282.25
10/17/2025	EFT1321	DELTA DENTAL & VISION	\$ 477.80
10/17/2025	65364	SECURIAN FINANCIAL GROUP, INC	\$ 853.54
10/17/2025	65365	SECURIAN FINANCIAL GROUP, INC	\$ 55.72
10/17/2025	65366	BRIGHTHOUSE FINANCIAL	\$ 215.00
10/22/2025	ACH	PNP BILLPAYMENT	\$ 364.93
10/23/2025	ACH	PNP BILLPAYMENT	\$ 118.89
10/29/2025	ACH	PNP BILLPAYMENT	\$ 600.00
10/31/2025	ACH	PNP BILLPAYMENT	\$ 884.00
10/31/2025	ACH	SOMERS PAYROLL	\$ 86,640.18
10/31/2025	EFT1322	INTERNAL REVENUE SERVICE	\$ 29,154.52
10/31/2025	EFT1323	IL DEPT OF REVENUE	\$ 214.11
10/31/2025	EFT1324	WI DEPT. OF REVENUE	\$ 4,771.13
10/31/2025	EFT1325	AFLAC INSURANCE	\$ 319.20
10/31/2025	EFT1326	LIBERTY NATIONAL	\$ 2,486.88
10/31/2025	EFT1327	WI SCTF	\$ 219.23
10/31/2025	EFT1328	SOMERS FIRE FIGHTERS	\$ 390.00
10/31/2025	EFT1329	WISCONSIN DEFERRED COMP	\$ 2,050.25
10/31/2025	65428	BRIGHTHOUSE FINANCIAL	\$ 215.00
		TOTAL	\$ 468,726.34
10/21/2025	ACH	TAWANI PAYMENT	\$ 611,647.30
10/27/2025	ACH	WIRE TRANSFER WELLS FARGO-BOND (2017B)	\$ 46,712.50
10/27/2025	ACH	WIRE TRANSFER WELLS FARGO-BOND (2016A)	\$ 42,615.63
10/27/2025	ACH	WIRE TRANSFER WELLS FARGO-BOND (2016B)	\$ 18,900.00
10/27/2025	ACH	WIRE TRANSFER WELLS FARGO-BOND (2020A)	\$ 7,350.00
10/27/2025	ACH	WIRE TRANSFER WELLS FARGO-BOND (2017A)	\$ 4,500.00
10/27/2025	ACH	WIRE TRANSFER -TRICITY BOND (2022AGO)	\$ 16,287.04
10/27/2025	ACH	WIRE TRANSFER-CHASE BOND (2015A)	\$ 26,706.25
		TOTAL	\$ 774,718.72

October 2024

Record Type Breakdowns		
Unit:		
Record Type: Permit	Records	Revenue
Building	28	4,254.05
Electric	7	535.00
Engineering / Public Works	4	365.00
Land Disturbance	2	9,802.00
Mechanical	2	130.00
Plumbing	10	855.00
TOTAL:	53	15,941.05

October 2025

+ \$37,674.66

Record Type Breakdowns		
Unit:		
Record Type: Permit	Records	Revenue
Building	17	2,182.46
Electric	31	28,166.25
Engineering / Public Works	2	200.00
Mechanical	4	597.00
Plumbing	33	22,470.00
TOTAL:	87	53,615.71

YTD 2024

Record Type Breakdowns		
Unit:		
Record Type: Permit	Records	Revenue
Building	217	126,235.17
Electric	96	39,219.90
Engineering / Public Works	61	4,455.00
Land Disturbance	7	10,182.00
Land Fill	2	130.00
Mechanical	34	6,819.02
Plumbing	96	81,188.11
ROW	11	1,100.00
Single Family	4	24,904.81
TOTAL:	528	294,234.01

YTD 2025

+ \$449,503.48

Record Type Breakdowns		
Unit:		
Record Type: Permit	Records	Revenue
Building	183	609,162.10
Change of Occupancy	1	200.00
Dumpster	18	450.00
Electric	86	50,531.60
Engineering / Public Works	37	3,525.00
Land Disturbance	10	18,214.89
Land Fill	3	1,630.00
Mechanical	19	1,832.00
Plumbing	87	32,374.00
Single Family	4	25,817.90
TOTAL:	448	743,737.49

2025 VILLAGE OF SOMERS MONTHLY INVESTMENT INCOME

SEPTEMBER	STATE BANK (WIN TRUST)	SCHWAB	EHLERS	LGIP-V	LGIP-T	TRI-CITY	TOTALS
INTEREST	\$ 15,300.85	\$ 2,571.75	\$ 6,915.55	\$ 30,397.09	\$ 2,312.10	\$ 39,345.37	\$ 96,842.71
TOTAL INCOME	\$ 15,300.85	\$ 2,571.75	\$ 6,915.55	\$ 30,397.09	\$ 2,312.10	\$ 39,345.37	\$ 96,842.71

SEPTEMBER	STATE BANK (WIN TRUST)	SCHWAB	EHLERS	LGIP-V	LGIP-T	TRI-CITY	TOTALS
ENDING BALANCES	\$ 3,958,596.85	\$ 4,845,188.73	\$ 764,486.41	\$ 8,526,860.90	\$ 648,580.86	\$ 12,747,066.35	\$ 31,490,780.10

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

SEPTEMBER	STATE BANK (WIN TRUST)	SCHWAB	EHLERS	LGIP-V	LGIP-T	TRI-CITY
INTEREST RATE	4.30%	4.23%-Average	3.67%	4.35%	4.35%	4.375%

SEPTEMBER	STATE BANK (WIN TRUST)	SCHWAB	EHLERS	LGIP-V	LGIP-T	TRI-CITY	TOTALS	PROJECTED FOR YEAR END
Year to date GF	\$ 50,577.12	\$ 27,130.42	\$ -	Included in Tri-City Interest	\$ 20,227.89	\$ 270,669.50	\$ 368,604.93	\$ 491,473.24
Year to date all Funds	\$ 130,690.24	\$ 70,104.45	\$ 27,085.40	\$ 277,582.43	\$ 20,227.89	\$ 407,699.40	\$ 933,389.81	\$ 1,400,084.72
GF INTEREST PERCENTAGE	38.70%	38.70%		Included in Tri-City Interest	100%	39%		

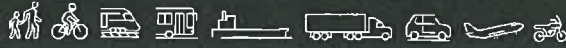
LGIP = Local Government Investment Pool
V = Village
T = Town
Ehlers= 2023 borrowing for CIP
GF = General Fund

FEES

SEPTEMBER	EHLERS	YEAR TO DATE
	\$ 161.50	\$ 1,875.06
		\$ -
	\$ 161.50	1,875.06

Accrued Interest

SEPTEMBER	EHLERS-BORROWING
	\$ -
	\$ -



WIS 31 Resurfacing – Illinois State Line to WIS 50

The Wisconsin Department of Transportation (WisDOT) is proposing to resurface 4.9 miles of WIS 31 from the Illinois state line to WIS 50 in Kenosha County. This letter serves as an update to previous project communication from May 2021.

Proposed Improvements:

- Diamond grinding surface to achieve smooth profile and remove minor distresses
- Concrete pavement repairs
- Spot curb and gutter repairs
- Asphalt shoulder replacement
- Minor traffic signal improvements
- A multi-pipe culvert end wall replacement

In addition, the railroad will be upgrading railroad crossing signals at the crossing just north of Bain Station Road.

Schedule

Construction is anticipated to **start in Spring of 2026**. Preliminary design and notification began in 2021, with final plans and specifications to be completed this year.

Traffic Impacts

WIS 31 will remain open to traffic during construction by utilizing lane closures. Minor delays could be expected.

Find more WisDOT projects at wisconsindot.gov/Pages/projects/by-region/se/default.aspx

Share your feedback!

If you have comments or questions regarding this project, please contact the project team below by Oct. 31, 2025.

Project Contacts

David Hemmerich, PE
 Consultant Project Manager
 (815) 444-3207
dhemmerich@baxterwoodman.com

Christopher Zacharias, PE
 WisDOT Project Manager
 (262) 548-6716
christopher.zacharias@dot.wi.gov

WisDOT
 Southeast Region
 141 NW Barstow St.
 P.O. Box 798
 Waukesha, WI 53187-0798



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

MEETING DATE: Nov. 11, 2025

TO: Village President Stoner and Village Trustees

PREPARED BY: Jim Hurley, Administrator

REVIEWED BY: Kevin Poirier, Assistant Administrator

AGENDA ITEM: #7 Discuss Municipal Judge's Vacancy

SUMMARY:

On November 5, 2025, the Village received Honorable Judge Kupfer's resignation effective December 16, 2025. His term is set to end on April 30, 2027.

The Village Code states the Municipal Judge shall be an attorney licensed to practice law in Wisconsin, and who resides in the Village or Town of Somers (§ 1-1.10(A)(2)).

However, after learning the Village of Paddock Lake temporarily appointed a non-resident as their municipal judge, I reached out to Circuit Court Administrator Louis Moore. He said the Circuit Court would likely temporarily accept a Kenosha County resident until the end of the term. He said it is the municipality's responsibility to identify and recommend someone to the position.

Staff is looking for directions as to how to proceed with looking for possible qualified candidates and how to fill the position.

**VILLAGE OF SOMERS
VILLAGE BOARD**

MEETING DATE: November 11, 2025

TO: Village President Stoner and Village Trustees

PREPARED BY: Jim Hurley, Administrator

AGENDA ITEM: #8 2026 General Fund Budget & Capital Improvement Plan

SCHEDULE:

November 11, 2025	Board continues discussion on 2026 Budget at the Village Board meeting.
November 18, 2025	Town Board to hold Public Hearing on the 2026 Budget
November 18, 2025	Town Electors meet to discuss and approve the Town Levy
November 18, 2025	Town Board adopts 2026 Budget
November 25, 2025	Public Hearing on the 2026 Budget
November 25, 2025	Village Board adopts 2026 Budget

2026 GENERAL FUND BUDGET OVERVIEW

Key 2026 Updates

- Uses the Village's full allowable levy limit increase of 2.47% based on net new construction.
- The Village's annual budgeted abated debt will reduce from \$522,367 in 2025 to \$494,988 in 2026. The Town's abated debt will reduce from \$64,582 to \$42,830. The overall reduction is \$49,131.

- Village health insurance premium costs will 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 with exception of rate adjustments due to the Wage Study from Public Administration Associates.
- Fire/EMS contract calls for a 3% increase in 2026. Over the contract the increases were as follows:
 - 3% in 2026
 - 3.5% in 2027
 - 3.5% in 2028
- Increase in Sheriff's Contract by 3.3% or \$27,919.60
- Changes to Garbage Contract increased by 3%, or \$13,462.

SUMMARY OF CORE CHANGES FROM SEPTEMBER MEETING

- After speaking with Ehlers about the levy limit correction of \$140,000, we learned that it should be reduced from Village tax revenue rather than an added expenditure. After additional adjustments to reduce the Village's reliance on abated debt, Village tax revenue reduced from \$4,003,970 to \$3,820,167, and Town taxes from \$286,945 to \$280,296.
- While it appears the Village's annual budgeted general taxes will reduce from 2025, it will actually increase by \$42,836. This is due to a duplication in the 2025 Budget. 2025 Village general taxes and voluntary donations G/L (101-42000-42180) both included \$77,000 from Ravine Park. The donation is provided via property tax revenue. This was corrected in the 2026 budget.
- Removed \$25,000 wage study place holder from G/L 101-51910-50809 Other Miscellaneous Expenditures, and added \$28,164 in salaries & benefits to the general fund and utility funds where applicable.

- Reduced G/L 101-51410-50503 Equipment & Licensing at the recommendation of the Kenosha County Sheriff's department. Reducing from three to one additional camera will result in a savings of \$6,375.
- Increased G/L (101-51910-50404) legal developer expenses and fee revenue by \$20,000 to offset expenses for new legal counsel.
- Reduced G/L 101-52210-50405 Fire Computer & Website by \$5,112, and \$5,000 more from Other Miscellaneous Expenses and Equipment Capital Outlay.
- Reduced G/L 101-53100-50106 Seasonal Public Works by \$5,000.
- Increased G/L 101-51910-50803 Fire/EMS Collections by \$15,000 to reflect expected rates in 2026.
- Removed G/L 101-51110-50704 Strategic Plan by \$20,000. The Plan can be coordinated by Village staff.
- Increased G/L 101-45000-45100 Court Penalties by \$15,000 to \$190,000. 2025 year-to-date revenue is in excess of \$200,000.
- The Village's proposed mill rate will increase for \$4.26 to \$4.30.

Key changes in revenue from 2025 budget to 2026:

- Department Taxes decreased by \$29,115 (excluding the 2025 budget error, increased by \$47,885)
 - Contributing factors:
 - Village budgeted levied property taxes decreased by \$34,164 (excluding the 2025 budget error, increased by \$42,836)
 - (101-41000-41111)
 - Town levied property taxes decreased by \$21,751
 - (101-41000-41112)

- Note: Staff estimates the Town's tax levy 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 \$15,529
 - (101-42000-421800)
 - Note: The Development Agreement with Ravine Park requires a voluntary payment to the Village. The annual payment to the Village equates to half of the property tax incremental revenues from the residential component of the property for the previous year.
- Intergovernmental revenues increased by \$65,164
 - 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 \$14,698
 - (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 increased by \$15,000
 - Contributing factors:
 - Court Penalties increased by \$15,000
 - (101-45000-45100)
 - 2025 year-to-date revenue is in excess of \$200,000.
- Public Charges for Services increased by \$201,365
 - 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 \$55,000
 - (101-46000-46852)
 - Note: Increased based on revenue trend. 2025 year-to-date revenue is in excess of \$97,000.
- 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 \$7,465,363. This represents an increase over 2025 by \$294,678

Key changes in expenditures from 2025 budget to 2026:

- Municipal Court expenditures increased by \$6,532
 - Contributing factors
 - Salaries increased by \$3,304
 - (101-51210-50101)
- Village/Office Expenditures decreased by \$6,912.
 - Contributing factors
 - Equipment Lease & Rental increased by \$10,475
 - (101-51410-50503)
 - Note: Maintenance fees for 8 flock cameras plus 1 new.
 - Computer & website decrease by \$14,335

- (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 \$13,039
 - Contributing factors
 - Salaries increased by \$9,021
 - (101-51420-50101)
- Conference & Training increased by \$2,000
 - (101-51420-50701)
- Elections expenditures increased by \$13,852
 - Contributing factors
 - Salaries increased by \$10,000
 - (101-51430-50101)
 - Note: Two additional elections scheduled in 2026.
 - Postage increased by \$2,287
 - (101-51430-50303).
- Village/Town Hall increased by \$7,849
 - Contributing Factors

- Building and Grounds increased by \$5,000.
 - (101-51610-50501)
- Other General Government expenditures increased by \$33,289
 - Contributing Factors
 - Legal expenses increased by \$25,000
 - Multiple
 - NOTE: Separated legal developer and prosecutor, and increased due to higher rates.
 - Collection expenses increased by \$15,000
 - (101-51910-50803)
 - NOTE: Increased is due to higher fees for collections services. Currently reviewing options for a new Fire/EMS billing company.
 - Other Miscellaneous Expenses increased by \$12,781.
 - (101-51910-50809)
 - NOTE: Increase to reflect estimated payment to the Town of Paris under our IGA. The Village is required to pay 1/2 the tax revenues on development in the Paris/Somers growth area.
 - Liability Insurance decreased by \$20,704.
 - (101-51910-50811)
 - NOTE: This is the Village's cost for property, liability, worker's compensation, and public officials. Worker's compensation decreased due to lower claims.
- 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 3.3% compensation increase per contract.
- Fire Department expenditures increased by \$182,301
 - Contributing Factors
 - Prompted by salary increases and benefits primarily for entry level FF/EMTs. Total increase is \$169,613.
 - Multiple Accounts
 - Medical Supplies increased by \$8,000
 - (101-52210-50306)
 - Vehicle maintenance increased by \$5,500
 - (101-52210-50504)
 - Computer & website reduced by \$5,112.

- (101-52210-50405)
- Other Miscellaneous Expense reduced by \$2,000
 - (101-52210-50809)
- Equipment Capital Outlay reduced by \$3,000
 - (101-52210-50812)
- Building Inspection expenditures increased by \$9,592
 - Contributing factors
 - Salaries increased by \$4,253.
 - (101-52400-50101)
 - Equipment Capital increased by \$3,500.
 - (101-52400-50902)
- Public Works expenditures decreased by \$2,314
 - Contributing factors
 - Salaries, wages and benefits decreased by \$15,833.
 - 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.
 - Seasonal decreased by \$5,000.
 - (101-53100-50106)
 - Separated Road Maintenance and Salt and increased \$12,050.
 - Multiple Accounts.

- Conferences & Training decreased by \$2,000.
 - (101-53100-50701)
- Solid Waste expenditures increased by \$12,265
 - Contributing Factors
 - Garbage Collection increased by \$13,293.
 - (101-53620-50408)
 - Recycling increased by \$169
 - (101-53620-50608)
- Total Expenditures in the 2026 budget totals \$7,465,363 including contingency. This represents an increase over 2025 by \$294,678

2026 Proposed Levy

- General Fund Levy
 - The Village portion of the General Fund levy is proposed at \$3,820,166. This is a decrease \$34,165 from 2025. If you remove the 2025 budget error, this is an increase of \$42,836.
 - The Town portion of the General Fund levy is proposed at \$280,296. This is a decrease of \$21,751 from 2025.
 - Total General Fund Levy is proposed at \$4,100,462. This is a decrease of \$55,916. If you remove the 2025 budget error, this is an increase of \$21,084.
- Debt Levy
 - The Village portion of the Debt Levy is proposed at \$995,069. This is an increase of \$35,795 from 2025 or a 3.73% increase.
 - The Town portion of the Debt Levy is proposed at \$72,843. This is an increase of \$3,165 from 2025 or 4.54% increase.

- Total Debt Levy is proposed at \$1,067,912. This is an increase of \$38,960 or 3.8%.
- The total Village and Town proposed tax levy is \$5,260,903. This is an increase of \$75,575 from 2024. The increase equates to an overall increase of 1.46%.

2025 Proposed Village Tax Rate- Preliminary

Village Tax Rate change based on Levy

2025	4.29893
2024	3.74962

Cost for Village Taxes for \$350,000 Home

2025	\$1,504.63
2024	\$1,312.37
Difference	\$192.26

Cost for Village Taxes for \$450,000 Home

2025	\$1,934.52
2024	\$1,687.33
Difference	\$247.19

Cost for Village Taxes for \$550,000 Home

2025	\$2,364.41
2024	\$2,062.29
Difference	\$302.12

Cost for Village Taxes for \$750,000 Home

2025	\$3,224.20
2024	\$2,812.22
Difference	\$411.98

Cost for Village Taxes for \$1,000,000 Home

2025	\$4,298.93
2024	\$3,749.62
Difference	\$549.31

2025 Proposed Town Tax Rate-Preliminary

Town Tax Rate based on Levy

2025	2.88606
2024	2.99000

Cost for Town Taxes for \$350,000 Home

2025	\$1,010.12
2024	\$1,046.50
Difference	\$(36.38)

Cost for Village Taxes for \$450,000 Home

2025	\$1,298.73
2024	\$1,345.50
Difference	\$(46.77)

Cost for Town Taxes for \$550,000 Home

2025	\$1,587.33
2024	\$1,644.50
Difference	\$(57.17)

Cost for Town Taxes for \$750,000 Home

2025	\$2,164.55
2024	\$2,242.50
Difference	\$(77.95)

Cost for Village Taxes for \$1,000,000 Home

2025	\$2,886.06
2024	\$2,990.00
Difference	\$(103.94)

Town Tax Rate based on Levy		
2025		2.93351
2024		2.99000
Cost for Town Taxes for \$350,000 Home		
2025	\$	1,026.73
2024	\$	1,046.50
Difference	\$	(19.77)
Cost for Village Taxes for \$450,000 Home		
2025	\$	1,320.08
2024	\$	1,345.50
Difference	\$	(25.42)
Cost for Town Taxes for \$550,000 Home		
2025	\$	1,613.43
2024	\$	1,644.50
Difference	\$	(31.07)
Cost for Town Taxes for \$750,000 Home		
2025	\$	2,200.13
2024	\$	2,242.50
Difference	\$	(42.37)
Cost for Town Taxes for \$1,000,000 Home		
2025	\$	2,933.51
2024	\$	2,990.00
Difference	\$	(56.49)

Other Key Points

- Net new construction in the Village caused a \$39,168,300 increase in equalized value or a 2.47% increase.
- The overall increase in TID equalized value in 2025 is \$181,885,300.
- The Village Tax Levy consists of General Fund (Fund 101) operating costs and debt Service payments (Fund 301).
 - Staff has created a Budget Booklet containing detailed information used to determine both costs and revenues. A hard copy is available by request.
 - The electronic version of our Budget Spreadsheet includes notes for each line that define how each number is generated. Staff hopes that this will serve to prevent the loss of “institutional knowledge” on what each budget line entails.

CAPITAL IMPROVEMENT PLANS:

Total proposed requests for General Fund CIP are \$2,538,040. Project details are listed below by departments:

General Fund

Total requested for Paving is \$779,000.

- | | |
|--|-----------|
| • 45th Street (STH 31 to 64th Ave.) Valley View Sub. | \$280,000 |
| • 64th Ave. (45th St. to 50th St.) Valley View Sub. | \$160,000 |
| • 50th St. (64th Ave. to STH 31) Valley View Sub. | \$90,000 |
| • 63rd Ave. (50th St. to 45th St.) Valey View | \$170,000 |
| • 46th Place (63rd Ave to Termination) Valley View | \$27,000 |
| • 48th Street (64th Ave. to 63rd Ave.) Valley View | \$52,000 |

Total requested from Public Works is \$160,020.

- Peterbilt Vac-Truck move to 2026- 1/2 paid by sewer, 25% stormwater fund, 25% general \$152,500
- Asset Management / CMMS/GIS integrated asset system \$2,020
- Yard waste camera and installation \$5,500

Total requested by Public Safety is \$1,544,020.

- Pumper/tender - replace 2011 NFPA Rosenbauer \$1,000,000
- New Lucas CPR machine #2 \$20,000
- TNT Extrication Tool replacement \$50,000
- ATV Trailer \$12,000
- New Ambulance (replacing 2017 ambulance) \$460,000
- Asset Management / CMMS/GIS integrated asset system \$2,020

Total requested by Administration is \$55,000.

- Website Upgrade \$25,000
- Replacement Computer Plan \$20,000
- Village Buildings HVAC Repairs \$5,000
- Court Door \$5,000

Sewer Fund CIP:

Total proposed requests for Sewer Fund CIP are \$1,780,290

- I&I Replacement/Repaid Program-Sanitary Sewer Rehab – Televising and Engineering \$200,000
- 13th Ave. Lift Station Upgrades \$160,500

• Asset Management / CMMS/GIS integrated asset system	\$4,040
• Air Release Valve Force Main Evaluation / Replacement	\$20,000
• Sanitary Sewer Lining / Replacement	\$915,000
• Pump Stock (Annual) 2 years	\$10,000
• Manhole Rehabilitation (2026-2035)	\$25,000
• Valley View Paving Sanitary Adjustment	\$90,750
• Pike Creek Super Flush	\$50,000
• Peterbilt Vac Truck (50% Sewer Fund)	\$305,000

Water Fund CIP:

Total proposed requests for Water Fund CIP are \$137,020.

• GIS / Mapping Improvements-Improve GIS accuracy and tracking	\$2,020
• Meter Replacement Program	\$87,000
• Hydrants (5 yr prj. Split evenly) carry forward any unused funds up to \$18,000	\$18,000
• Water valve replacement - carry forward any unused funds up to \$10,000	\$10,000
• Meter swap at the metering pits	\$20,000

Stormwater Fund CIP:

Total proposed requests for Stormwater Fund CIP are \$379,449.

• Green Bay Road Mueller Parcel (carried over from 2024)	\$40,000
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- Neumiller Phase II \$21,949
- Davis Culvert \$40,000
- Stormwater Modeling & Master Planning \$125,000
- Peterbilt Vac-Truck move to 2026- 25% Stormwater \$152,500

The General Fund budget as presented is balanced. It includes the necessary basic services for the citizens of Somers. The Board can still suggest and make changes to the proposed budget.

The Public Hearing for the 2026 Budget is scheduled to take place at 5:30 p.m. on November 25, 2025.

ATTACHMENTS:

Proposed 2026 Budget

2026 Consolidated CIP

General Fund CIP Request Forms

BUDGET REPORT FOR SOMERS VILLAGE AND TOWN						
		2022	2023	2024	2025	2025
		ACTIVITY	ACTIVITY	ACTIVITY	AMENDED	ACTIVITY
GL NUMBER	DESCRIPTION				BUDGET	THRU 12/31/25
						REQUESTED
						BUDGET
ESTIMATED REVENUES						
Dept 41000 - TAXES						
101-41000-41111	VILLAGE PROPERTY TAXES	3,239,424	3,315,695	3,570,366	3,854,330	3,854,331
101-41000-41112	TOWN PROPERTY TAXES	375,784	325,166	325,424	302,047	302,047
101-41000-41140	MOBILE HOME TAXES	13,718	79,626	43,142	12,200	40,390
101-41000-41150	PRIVATE AND MANAGED FOREST, WOODLAND	200	200	202	200	3
101-41000-41320	TAXES FROM OTHER TAX EXEMPT ENTITIES		9,065	9,512	5,000	2,165
101-41000-41800	INTEREST AND PENALTY ON TAXES					
101-41000-41910	OMITTED TAXES					6,002
101-41000-41920	AG-USE PENALTY	7,659	72,625	17,952	1,000	10,521
101-41000-41930	BOUNDARY AGREEMENT					
Totals for dept 41000 - TAXES		3,636,785	3,802,377	3,966,598	4,174,777	4,215,459
Dept 42000 - SPECIAL ASSESSMENTS						
101-42000-42110	STREET IMPROVEMENT ASSESSMENTS					
101-42000-42180	VOLUNTARY DONATION	1,068,663	1,007,214	4,590	77,000	163,588
101-42000-42190	OTHER SPECIAL ASSESSMENTS	8				
Totals for dept 42000 - SPECIAL ASSESSMENTS		1,068,671	1,007,214	4,590	77,000	163,588
Dept 43000 - INTERGOVERNMENTAL						
101-43000-43212	FEMA GRANT	6,484	66,239			
101-43000-43219	SAFER GRANT					
101-43000-43300	OTHER FEDERAL PAYMENTS					
101-43000-43410	STATE SHARED REVENUE	188,766	189,442	442,040	453,828	68,074
101-43000-43411	PERSONAL PROPERTY AID	16,851	16,851	16,851	40,942	40,941
101-43000-43420	FIRE INSURANCE DUES	43,074	48,546	54,599	70,000	69,028
101-43000-43431	EXEMPT COMPUTER AID	3,797	3,797	3,797	3,797	3,797
101-43000-43432	EXPENDITURE RESTRAINT AID					

BUDGET REPORT FOR SOMERS VILLAGE AND TOWN						
		2022	2023	2024	2025	2025
		ACTIVITY	ACTIVITY	ACTIVITY	AMENDED	ACTIVITY
GL NUMBER	DESCRIPTION				BUDGET	THRU 12/31/25
						REQUESTED
101-43000-43433	VIDEO SERVICE PROVIDER AID	24,485	24,485	24,485	24,485	24,485
101-43000-43529	AMBULANCE FUNDING	62,834	46,688	7,256	7,500	40,421
101-43000-43531	TRANSPORTATION AID	146,055	165,101	188,374	215,209	214,740
101-43000-43532	DISASTER DAMAGE AIDS					
101-43000-43534	LRIP FUNDING					
101-43000-43545	RECYCLING GRANT	29,795	29,810	29,854	29,855	29,833
101-43000-43690	OTHER STATE PAYMENTS					
101-43000-43691	PAYMENT FOR MUNICIPAL SERVICES	178,709	201,239	203,235	228,671	228,652
101-43000-43692	ENVIRONMENTAL IMPROVEMENT FUND	108,180	108,180	195,276	108,180	118,631
101-43000-43693	DNR GRANT - PW					
101-43000-43694	DNR GRANT - PS		1,006	3,213	1,400	996
101-43000-43791	OTHER LOCAL GOVERNMENT GRANTS - PS					1,872
Totals for dept 43000 - INTERGOVERNMENTAL		809,030	901,384	1,168,980	1,183,867	841,470
Dept 44000 - LICENSES & PERMITS						
101-44000-44110	CLASS A LIQUOR LICENSES	6,600	5,410	5,400	5,400	6,020
101-44000-44111	CLASS B LIQUOR LICENSES	6,808	8,490	8,263	7,701	6,984
101-44000-44112	OPERATORS LICENSES	8,715	7,130	6,685	6,000	9,404
101-44000-44113	BUSINESS AND OCCUPATIONAL LICENSES	2,450	2,425	3,650	3,200	1,525
101-44000-44116	CIGARETTE LICENSES	1,500	1,400	1,000	1,200	1,200
101-44000-44121	CABLE FRANCHISE FEES	102,168	121,445	96,009	95,000	43,479
101-44000-44122	MOBILE HOME PARK LICENSES	700	700	200	700	100
101-44000-44130	DOG PARK LICENSES	170	(23)	128	300	413
101-44000-44131	DOG LICENSES	2,980	2,675	2,218	3,000	1,933
101-44000-44135	KENNEL LICENSES					
101-44000-44300	BUILDING PERMITS	903,597	997,762	241,756	250,000	491,032
101-44000-44900	OTHER LICENSES AND PERMITS	6,453	5,086	7,537	5,000	6,975
Totals for dept 44000 - LICENSES & PERMITS		1,042,141	1,152,500	372,846	377,501	569,065
Dept 45000 - FINES AND FORFEITURES						

BUDGET REPORT FOR SOMERS VILLAGE AND TOWN							
		2022	2023	2024	2025	2025	2026
		ACTIVITY	ACTIVITY	ACTIVITY	AMENDED	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION				BUDGET	THRU 12/31/25	BUDGET
101-45000-45100	COURT PENALTIES	109,864	124,590	189,564	175,000	207,680	190,000
101-45000-45102	ORDINANCE VIOLATION PENALTIES		37,500	(37,500)			
101-45000-45105	DOG PENALTIES	25	25	5	25		25
101-45000-45210	OTHER COURT PENALTIES						
Totals for dept 45000 - FINES AND FORFEITURES		109,889	162,115	152,069	175,025	207,680	190,025
Dept 46000 - PUBLIC CHARGES FOR SERVICES							
101-46000-46100	LICENSE PUBLICATION FEES	1,000	1,090	1,010	1,010	1,120	1,040
101-46000-46103	PREQUALIFICATION BID FEES	1,500	1,425	2,625	1,125	1,125	1,125
101-46000-46105	CHARGES FOR SERVICES	2,799	2,401	4,499	4,500		4,500
101-46000-46106	COURT SERVICE FEES						
101-46000-46220	FIRE AND RESCUE SERVICE FEES	629,385	820,213	939,153	950,000	551,404	1,100,000
101-46000-46221	FIRE INSPECTION FEES	38,156	2,741	43,355	32,500	5,135	33,000
101-46000-46222	BURN PERMITS	3,105	3,320	5,265	4,725	4,220	4,000
101-46000-46290	FIRE AND RESCUE ALLOWANCE	(251,754)	55,620	(272,778)	(325,000)	(212,548)	(330,000)
101-46000-46310	PUBLIC WORKS SERVICE FEES	2,188	2,687	10,397	3,500	1,168	4,500
101-46000-46431	LANDFILL PERMITS	150	50	130	150		150
101-46000-46440	WEED CUTTING FEES	5,978	4,982	9,267	5,000	4,990	9,250
101-46000-46445	POND MAINTENANCE FEES	5,005	5,910	6,330	6,330	5,700	6,390
101-46000-46590	OTHER HEALTH SERVICES						
101-46000-46742	AUDITORIUM RENTAL	375	375	125	375	125	125
101-46000-46743	FIELD RENTAL		150	200	2,700	400	200
101-46000-46750	RECREATION FEES - BASKETBALL		20				
101-46000-46751	RECREATION FEES - SOCCER						
101-46000-46752	RECREATION FEES - SOFTBALL						
101-46000-46753	RECREATION FEES - GOLF						
101-46000-46754	RECREATION FEES - FLAG FOOTBALL						
101-46000-46765	CONCESSION RENTAL						
101-46000-46851	DEVELOPER FILING FEES	26,605	3,600	2,400	4,000	600	3,000
101-46000-46852	DEVELOPER FEES	268,363	219,826	121,322	30,000	102,925	85,000

BUDGET REPORT FOR SOMERS VILLAGE AND TOWN						
		2022	2023	2024	2025	2025
		ACTIVITY	ACTIVITY	ACTIVITY	AMENDED	ACTIVITY
GL NUMBER	DESCRIPTION				BUDGET	THRU 12/31/25
						REQUESTED
						BUDGET
101-46000-46853	PLAN COMMISSION FEES					
Totals for dept 46000 - PUBLIC CHARGES FOR SERVICES		732,855	1,124,410	873,300	720,915	466,364
Dept 47000 - INTERGOVERNMENTAL CHARGES FOR SERVICES						
101-47000-47222	STATE HIGHWAY FIRES					
Totals for dept 47000 - INTERGOVERNMENTAL CHARGES FOR SERVICES						
Dept 48000 - MISCELLANEOUS REVENUES						
101-48000-48110	INTEREST INCOME	193,577	544,750	642,250	400,000	339,625
101-48000-48111	UNREALIZED GAIN/LOSS IN INVESTMENTS			43,711		27,827
101-48000-48115	PENALTIES AND INTEREST INCOME	6,363	3,293	6,715	6,000	4,625
101-48000-48120	INTERFUND LOAN INTEREST INCOME					
101-48000-48130	SPECIAL ASSESSMENT INCOME					
101-48000-48200	RENTAL INCOME	62,710	60,291	41,996	27,600	
101-48000-48303	SALE OF HIGHWAY PROPERTY					
101-48000-48306	SELL OF VILLAGE PROPERTY			496,634	10,000	29,952
101-48000-48307	SALE OF RECYCLCLABLES	12,471	23,835	14,697	2,000	1,101
101-48000-48500	DONATIONS - OTHER	3,000	3,000	8,300	3,000	1,000
101-48000-48510	DONATIONS - PARADE	10,475	10,553	9,100	10,000	13,250
101-48000-48520	DONATIONS - RECREATION					
101-48000-48900	MISCELLANEOUS REVENUE	4,433	76,358	2,408	3,000	8,694
Totals for dept 48000 - MISCELLANEOUS REVENUES		293,029	722,080	1,265,811	461,600	426,074
Dept 49000 - FINANCING SOURCES						
101-49000-49200	TRANSFER FROM OTHER FUNDS	50,750				80,671
101-49000-49900	CONTINUING APPROPRIATIONS			(4,918)		
Totals for dept 49000 - FINANCING SOURCES		50,750		(4,918)		80,671
TOTAL ESTIMATED REVENUES		7,743,150	8,872,080	7,799,276	7,170,685	6,970,371

BUDGET REPORT FOR SOMERS VILLAGE AND TOWN						
		2022	2023	2024	2025	2025
		ACTIVITY	ACTIVITY	ACTIVITY	AMENDED	ACTIVITY
GL NUMBER	DESCRIPTION				BUDGET	THRU 12/31/25
						REQUESTED
						BUDGET
APPROPRIATIONS						
Dept 51110 - VILLAGE BOARD						
101-51110-50101	SALARIES	47,996	47,996	48,365	48,000	37,474
101-51110-50201	FICA	3,650	3,671	3,700	3,672	2,867
101-51110-50202	RETIREMENT					
101-51110-50204	DENTAL INSURANCE					
101-51110-50301	OFFICE SUPPLIES		25	41	30	50
101-51110-50404	LEGAL					
101-51110-50701	CONFERENCES & TRAINING	110	228	110	500	334
101-51110-50702	TRAVEL	2,400	2,549	2,462	2,400	2,000
101-51110-50704	STRINGENT PLAN					
Totals for dept 51110 - VILLAGE BOARD		54,156	54,469	54,678	54,602	42,675
Dept 51120 - TOWN BOARD						
101-51120-50101	SALARIES	23,998	23,998	24,183	24,000	18,737
101-51120-50201	FICA	1,836	1,836	1,850	1,836	1,433
101-51120-50202	RETIREMENT					
101-51120-50206	POST RETIREMENT BENEFITS					
101-51120-50404	LEGAL					
101-51120-50405	COMPUTER AND WEBSITE					
101-51120-50604	TELEPHONE					
101-51120-50801	NEWSLETTER					
Totals for dept 51120 - TOWN BOARD		25,834	25,834	26,033	25,836	20,170
Dept 51130 - CIVIC COMMITTEE						
101-51130-50309	OTHER SUPPLIES AND EXPENSE	5,930	11,120	9,610	10,000	9,850
Totals for dept 51130 - CIVIC COMMITTEE		5,930	11,120	9,610	10,000	9,850
Dept 51210 - MUNICIPAL COURT						

BUDGET REPORT FOR SOMERS VILLAGE AND TOWN						
		2022	2023	2024	2025	2025
		ACTIVITY	ACTIVITY	ACTIVITY	AMENDED	ACTIVITY
GL NUMBER	DESCRIPTION				BUDGET	THRU 12/31/25
						REQUESTED
101-51210-50101	SALARIES	57,833	59,161	61,084	69,082	53,877
101-51210-50102	WAGES					
101-51210-50201	FICA	4,233	4,509	4,669	5,285	4,115
101-51210-50202	RETIREMENT	3,365	3,129	3,299	3,625	2,828
101-51210-50203	HEALTH INSURANCE	8,593	9,176	10,161	10,992	9,160
101-51210-50204	DENTAL INSURANCE	1,745	819	556	556	463
101-51210-50205	LIFE INSURANCE	134	142	158	158	147
101-51210-50301	OFFICE SUPPLIES	1,616	616	616	630	478
101-51210-50303	POSTAGE					795
101-51210-50309	OTHER SUPPLIES AND EXPENSE	5,330	6,031	7,442	5,985	5,783
101-51210-50404	LEGAL					
101-51210-50405	COMPUTER AND WEBSITE					2,387
101-51210-50701	CONFERENCES & TRAINING	1,964	959	1,754	2,625	938
101-51210-50702	TRAVEL					206
101-51210-50806	CODE ENFORCEMENT					
101-51210-50902	EQUIPMENT CAPITAL OUTLAY		160			
Totals for dept 51210 - MUNICIPAL COURT		84,813	84,702	89,739	98,938	77,995
Dept 51410 - VILLAGE/TOWN OFFICE						
101-51410-50101	SALARIES	220,171	159,825	196,732	172,453	133,594
101-51410-50102	WAGES	49,214	57,415	52,824	53,705	41,934
101-51410-50104	OVERTIME	212			1,500	498
101-51410-50201	FICA	19,866	16,294	18,969	17,416	13,371
101-51410-50202	RETIREMENT	18,126	14,120	18,279	15,718	11,171
101-51410-50203	HEALTH INSURANCE	47,876	54,301	49,641	55,763	40,155
101-51410-50204	DENTAL INSURANCE	3,329	4,082	3,108	3,731	2,741
101-51410-50205	LIFE INSURANCE	504	419	538	538	321
101-51410-50206	POST RETIREMENT BENEFITS	2,268	2,423	2,458	2,581	2,174
101-51410-50207	UNEMPLOYMENT					
101-51410-50301	OFFICE SUPPLIES	4,118	5,562	7,017	8,000	4,946

BUDGET REPORT FOR SOMERS VILLAGE AND TOWN							
		2022	2023	2024	2025	2025	
		ACTIVITY	ACTIVITY	ACTIVITY	AMENDED	ACTIVITY	
GL NUMBER	DESCRIPTION				BUDGET	THRU 12/31/25	
						BUDGET	
101-51410-50302	COPIER	2,530	2,240	2,181	2,332	1,400	2,700
101-51410-50303	POSTAGE	3,930	4,236	4,202	3,500	2,725	1,590
101-51410-50309	OTHER SUPPLIES AND EXPENSE	9,441	12,112	19,127	15,000	8,045	20,852
101-51410-50404	LEGAL	23,296	20,419	24,539	30,000	29,696	35,000
101-51410-50405	COMPUTER AND WEBSITE	44,600	34,293	30,630	52,779	21,402	38,444
101-51410-50503	EQUIPMENT LEASE AND RENTAL	1,560	1,560	13,015	19,100	28,246	29,575
101-51410-50701	CONFERENCES & TRAINING	110	2,580	5,807	21,051	6,440	10,000
101-51410-50702	TRAVEL	1,620	2,539	1,800	1,800	300	1,800
101-51410-50801	NEWSLETTER						
101-51410-50805	ADMINISTRATIVE CHARGE	(93,260)	(111,692)	(115,255)	(117,408)	(87,101)	(118,311)
101-51410-50902	EQUIPMENT CAPITAL OUTLAY		359		400		
Totals for dept 51410 - VILLAGE/TOWN OFFICE		359,511	283,087	335,612	359,959	261,560	353,048
Dept 51420 - CLERK/TREASURER							
101-51420-50101	SALARIES	59,543	47,125	49,156	70,200	54,245	79,221
101-51420-50201	FICA	3,557	3,573	3,749	5,370	4,150	6,060
101-51420-50202	RETIREMENT	2,413	3,203	3,361	4,879	3,772	5,704
101-51420-50203	HEALTH INSURANCE	10,298	14,683	8,453	24,716	19,132	25,295
101-51420-50204	DENTAL INSURANCE	785	1,047	503	1,408	999	1,437
101-51420-50205	LIFE INSURANCE	37	30	131	305	181	287
101-51420-50206	POST RETIREMENT BENEFITS	246	291	73	291		306
101-51420-50301	OFFICE SUPPLIES	250	460		500	460	500
101-51420-50309	OTHER SUPPLIES AND EXPENSE	250		5	500	40	500
101-51420-50701	CONFERENCES & TRAINING	2,518	1,620	1,409	2,000	564	4,000
101-51420-50702	TRAVEL	1,640	1,800	1,758	2,000	1,425	2,598
101-51420-50902	EQUIPMENT CAPITAL OUTLAY				700		
Totals for dept 51420 - CLERK/TREASURER		81,537	73,832	68,598	112,869	84,968	125,908
Dept 51421 - LICENSE PUBLICATION FEES							
101-51421-50305	PRINTING AND PUBLISHING	948	153	591	800	756	700

BUDGET REPORT FOR SOMERS VILLAGE AND TOWN							
		2022	2023	2024	2025	2025	
		ACTIVITY	ACTIVITY	ACTIVITY	AMENDED	ACTIVITY	
GL NUMBER	DESCRIPTION				BUDGET	THRU 12/31/25	
						BUDGET	
Totals for dept 51421 - LICENSE PUBLICATION FEES		948	153	591	800	756	700
Dept 51430 - ELECTIONS							
101-51430-50101	SALARIES	19,763	7,420	22,765	10,000	9,843	20,000
101-51430-50104	OVERTIME						
101-51430-50201	FICA	1,512	568	1,742	765	753	1,530
101-51430-50202	RETIREMENT						
101-51430-50203	HEALTH INSURANCE						
101-51430-50204	DENTAL INSURANCE						
101-51430-50303	POSTAGE	2,534	510	3,606	2,960	2,015	5,247
101-51430-50309	OTHER SUPPLIES AND EXPENSE	2,369	1,822	5,757	3,000	1,148	3,000
101-51430-50409	OTHER CONTRACTED SERVICES						
101-51430-50701	CONFERENCES & TRAINING	169					
101-51430-50902	EQUIPMENT CAPITAL OUTLAY	1,362	2,538	1,404	1,000	1,677	1,800
Totals for dept 51430 - ELECTIONS		27,709	12,858	35,274	17,725	15,436	31,577
Dept 51510 - ASSESSOR							
101-51510-50301	OFFICE SUPPLIES	696	977	7,887	1,000	941	1,000
101-51510-50407	ASSESSMENT	32,005	190,600	59,500	59,500	49,583	59,500
Totals for dept 51510 - ASSESSOR		32,701	191,577	67,387	60,500	50,524	60,500
Dept 51520 - BOARD OF REVIEW							
101-51520-50101	SALARIES				400		400
101-51520-50201	FICA				31		31
101-51520-50202	RETIREMENT						
101-51520-50309	OTHER SUPPLIES AND EXPENSE			101	100		
101-51520-50404	LEGAL				500	456	500
101-51520-50701	CONFERENCES & TRAINING	45		56	60		
Totals for dept 51520 - BOARD OF REVIEW		45		157	1,091	456	931

BUDGET REPORT FOR SOMERS VILLAGE AND TOWN							
		2022	2023	2024	2025	2025	2026
		ACTIVITY	ACTIVITY	ACTIVITY	AMENDED	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION				BUDGET	THRU 12/31/25	BUDGET
Dept 51610 - VILLAGE/TOWN HALL							
101-51610-50309	OTHER SUPPLIES AND EXPENSE	4,008	3,621	1,501	2,000	1,047	2,445
101-51610-50409	OTHER CONTRACTED SERVICES	5,405	5,244	5,300	5,200	3,900	5,200
101-51610-50501	BUILDINGS AND GROUNDS	18,456	25,035	23,657	25,000	24,450	30,000
101-51610-50602	ELECTRICITY	12,617	12,733	12,827	13,465	8,182	14,000
101-51610-50603	GAS	6,330	4,446	4,541	5,775	3,434	5,900
101-51610-50604	TELEPHONE	4,757	4,088	4,282	6,756	7,328	8,000
101-51610-50606	WATER AND SEWER	3,243	7,836	6,837	6,400	2,091	6,900
101-51610-50902	EQUIPMENT CAPITAL OUTLAY						
Totals for dept 51610 - VILLAGE/TOWN HALL		54,816	63,003	58,945	64,596	50,432	72,445
Dept 51910 - OTHER GENERAL GOVERNMENT							
101-51910-50304	MEMBERSHIPS	4,496	4,954	5,428	5,543	838	6,560
101-51910-50305	PRINTING AND PUBLISHING	978	2,053	1,319	1,000	291	1,000
101-51910-50401	AUDITING AND ACCOUNTING	23,213	25,163	23,546	24,000	23,982	25,195
101-51910-50402	CONSULTING AND FINANCIAL ADVISOR	945	4,721	48,132	10,000	41,404	10,000
101-51910-50403	ENGINEERING AND INSPECTION	233,698	190,015	44,268	11,000	23,493	15,000
101-51910-50404	LEGAL	115,691	87,843	92,468	75,000	72,351	70,000
101-51910-50409	OTHER CONTRACTED SERVICES	20,000		5,294	5,000	5,398	5,000
101-51910-50412	LEGAL-PROSECUTOR						30,000
101-51910-50802	ILLEGAL AND UNCOLLECTIBLE TAXES						
101-51910-50803	COLLECTION EXPENSE	42,076	54,006	49,900	55,000	49,490	70,000
101-51910-50804	UNCOLLECTIBLE ACCOUNTS	2,615					
101-51910-50808	PRIOR YEAR EXPENSES	23,761		10,536	10,000	985	5,000
101-51910-50809	OTHER MISCELLANEOUS EXPENSES	2,784	5,637	50,833	148,768	8,551	161,549
101-51910-50811	LIABILITY INSURANCE	191,695	197,039	185,880	233,540	150,672	212,836
101-51910-50812	WORKER'S COMPENSATION INSURANCE						
101-51910-50813	PROPERTY INSURANCE						
101-51910-50913	PAYING AGENT FEES						
Totals for dept 51910 - OTHER GENERAL GOVERNMENT		661,952	571,431	517,604	578,851	377,455	612,140

BUDGET REPORT FOR SOMERS VILLAGE AND TOWN							
		2022	2023	2024	2025	2025	2026
		ACTIVITY	ACTIVITY	ACTIVITY	AMENDED	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION				BUDGET	THRU 12/31/25	BUDGET
Dept 51911 - UNION							
101-51911-50404	LEGAL	2,553			500		
Totals for dept 51911 - UNION		2,553			500		
Dept 51912 - INTERGOVERNMENTAL AGREEMENTS							
101-51912-50404	LEGAL						
Totals for dept 51912 - INTERGOVERNMENTAL AGREEMENTS							
Dept 51913 - PAYMENTS FOR MUNICIPAL SERVICES							
101-51913-50809	OTHER MISCELLANEOUS EXPENSES	160,838	176,389	182,912	205,804	205,787	207,000
Totals for dept 51913 - PAYMENTS FOR MUNICIPAL SERVICES		160,838	176,389	182,912	205,804	205,787	207,000
Dept 51999 - CONTINGENCY							
101-51999-50809	OTHER MISCELLANEOUS EXPENSES						
Totals for dept 51999 - CONTINGENCY							
Dept 52100 - LAW ENFORCEMENT							
101-52100-50406	LAW ENFORCEMENT	649,635	744,709	801,462	858,375	657,503	886,294
Totals for dept 52100 - LAW ENFORCEMENT		649,635	744,709	801,462	858,375	657,503	886,294
Dept 52210 - FIRE DEPARTMENT							
101-52210-50101	SALARIES	811,702	909,146	1,028,815	1,186,447	837,966	1,304,149
101-52210-50103	PART-TIME	121,769	204,636	181,243	243,500	175,981	250,000
101-52210-50104	OVERTIME	109,749	171,357	171,815	135,000	111,291	150,000
101-52210-50107	OFFICERS	15,613	17,755	17,897	18,000	13,545	18,000
101-52210-50108	PAID ON CALL	119,032	110,303	121,401	130,000	105,940	130,000
101-52210-50109	PAID ON PREMISES		1,338	111,819	115,000	74,459	115,000
101-52210-50201	FICA	86,701	107,825	124,185	139,838	100,535	150,487
101-52210-50202	RETIREMENT	121,768	158,960	192,122	233,186	162,864	252,948

BUDGET REPORT FOR SOMERS VILLAGE AND TOWN							
		2022	2023	2024	2025	2025	2026
		ACTIVITY	ACTIVITY	ACTIVITY	AMENDED	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION				BUDGET	THRU 12/31/25	BUDGET
101-52210-50203	HEALTH INSURANCE	231,169	248,603	317,468	418,944	331,009	424,965
101-52210-50204	DENTAL INSURANCE	15,518	16,138	18,439	23,110	17,902	23,573
101-52210-50205	LIFE INSURANCE	1,205	1,071	2,055	2,302	1,355	2,677
101-52210-50206	POST RETIREMENT BENEFITS	697	892	3,074	3,232	2,031	2,174
101-52210-50207	UNEMPLOYMENT					84	100
101-52210-50208	LENGTH OF SERVICE						
101-52210-50302	COPIER	447	609	59	525	334	500
101-52210-50303	POSTAGE	73	114	144	200	112	200
101-52210-50306	MEDICAL SUPPLIES	35,724	43,278	42,748	47,000	39,003	55,000
101-52210-50307	GEAR AND CLOTHING	30,697	34,148	36,024	37,500	7,090	38,000
101-52210-50309	OTHER SUPPLIES AND EXPENSE	9,708	11,393	13,355	12,075	10,961	13,000
101-52210-50405	COMPUTER AND WEBSITE	17,381	16,445	18,844	26,595	9,460	21,483
101-52210-50502	EQUIPMENT MAINTENANCE	8,241	11,833	13,667	16,000	9,740	18,000
101-52210-50503	EQUIPMENT LEASE AND RENTAL	348	348	348	349	203	348
101-52210-50504	VEHICLE MAINTENANCE	28,191	36,588	45,270	44,500	53,429	50,000
101-52210-50601	FUEL - GASOLINE AND DIESEL	32,064	30,353	31,649	35,000	22,700	35,000
101-52210-50602	ELECTRICITY	17,164	17,978	18,906	19,950	12,310	20,000
101-52210-50603	GAS	9,051	6,342	6,203	10,000	4,659	7,500
101-52210-50604	TELEPHONE	10,025	6,684	6,580	12,000	7,344	12,000
101-52210-50606	WATER AND SEWER	8,648	9,159	11,415	11,035	8,563	11,985
101-52210-50609	PUBLIC FIRE PROTECTION						
101-52210-50701	CONFERENCES & TRAINING	21,480	22,967	31,788	29,000	11,594	30,000
101-52210-50703	FIRE PREVENTION	3,113	5,292	3,697	5,500	3,882	6,000
101-52210-50809	OTHER MISCELLANEOUS EXPENSES	16,659	18,171	21,086	20,000	15,660	18,000
101-52210-50812	WORKER'S COMPENSATION INSURANCE						
101-52210-50902	EQUIPMENT CAPITAL OUTLAY	69,637	75,973	33,444	36,000	24,740	33,000
Totals for dept 52210 - FIRE DEPARTMENT		1,953,574	2,295,699	2,625,560	3,011,788	2,176,746	3,194,089
Dept 52220 - FIRE COMMISSION							
101-52220-50101	SALARIES						

BUDGET REPORT FOR SOMERS VILLAGE AND TOWN							
		2022	2023	2024	2025	2025	2026
		ACTIVITY	ACTIVITY	ACTIVITY	AMENDED	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION				BUDGET	THRU 12/31/25	BUDGET
101-52220-50201	FICA						
101-52220-50701	CONFERENCES & TRAINING	140		160	300		
Totals for dept 52220 - FIRE COMMISSION		140		160	300		
Dept 52230 - PUBLIC FIRE PROTECTION							
101-52230-50609	PUBLIC FIRE PROTECTION	190,624	217,077	217,077	217,077	162,808	217,077
Totals for dept 52230 - PUBLIC FIRE PROTECTION		190,624	217,077	217,077	217,077	162,808	217,077
Dept 52300 - AMBULANCE							
101-52300-50804	UNCOLLECTIBLE ACCOUNTS						
Totals for dept 52300 - AMBULANCE							
Dept 52400 - BUILDING INSPECTIONS							
101-52400-50101	SALARIES	88,302	110,905	77,885	85,000	66,303	89,253
101-52400-50102	WAGES	6,470	7,418	6,950	7,069	5,519	7,432
101-52400-50201	FICA	7,048	9,058	6,485	7,044	5,470	7,396
101-52400-50202	RETIREMENT	6,115	6,384	5,855	6,399	4,992	6,961
101-52400-50203	HEALTH INSURANCE	25,579	10,478	2,182	2,526	2,004	2,585
101-52400-50204	DENTAL INSURANCE	1,736	699	128	137	108	139
101-52400-50205	LIFE INSURANCE	826	369	288	286	192	302
101-52400-50206	POST RETIREMENT BENEFITS				1,325		1,325
101-52400-50207	UNEMPLOYMENT						
101-52400-50309	OTHER SUPPLIES AND EXPENSE	570	2,298	2,032	2,211	1,824	2,683
101-52400-50403	ENGINEERING AND INSPECTION	1,179	3,711	4,253	4,500	2,179	4,725
101-52400-50405	COMPUTER AND WEBSITE	613	1,067	1,101	1,144	1,103	1,941
101-52400-50504	VEHICLE MAINTENANCE			58	200		210
101-52400-50601	FUEL - GASOLINE AND DIESEL				1,000	1,204	1,906
101-52400-50701	CONFERENCES & TRAINING		1,275	2,226	3,000	2,236	3,150
101-52400-50702	TRAVEL	793	2,570	1,756	2,100		
101-52400-50806	CODE ENFORCEMENT		200	169	500	52	525

BUDGET REPORT FOR SOMERS VILLAGE AND TOWN							
		2022	2023	2024	2025	2025	2026
		ACTIVITY	ACTIVITY	ACTIVITY	AMENDED	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION				BUDGET	THRU 12/31/25	BUDGET
101-52400-50902	EQUIPMENT CAPITAL OUTLAY			793			3,500
Totals for dept 52400 - BUILDING INSPECTIONS		139,231	156,432	112,161	124,441	93,186	134,033
Dept 53100 - PUBLIC WORKS							
101-53100-50101	SALARIES	33,030	32,849	37,733	39,548	32,677	41,045
101-53100-50102	WAGES	128,456	178,179	182,983	196,910	126,104	193,629
101-53100-50104	OVERTIME	1,420	3,607	3,724	3,500	5,523	7,250
101-53100-50105	SNOW REMOVAL	4,321	4,320	5,628	10,000	6,834	10,500
101-53100-50106	SEASONAL	22,558	21,293	26,818	40,000	25,484	35,000
101-53100-50201	FICA	14,424	18,296	19,315	22,182	14,815	21,988
101-53100-50202	RETIREMENT	11,555	14,839	15,668	16,955	11,261	18,174
101-53100-50203	HEALTH INSURANCE	48,928	66,399	68,414	93,449	55,857	76,389
101-53100-50204	DENTAL INSURANCE	3,603	4,839	5,121	5,639	3,291	3,901
101-53100-50205	LIFE INSURANCE	786	647	275	303	139	277
101-53100-50206	POST RETIREMENT BENEFITS	1,344	1,428	139	146	116	146
101-53100-50207	UNEMPLOYMENT	220	48				
101-53100-50307	GEAR AND CLOTHING			1,000	1,750	1,750	2,250
101-53100-50309	OTHER SUPPLIES AND EXPENSE	14,813	15,268	17,525	20,000	18,604	22,000
101-53100-50403	ENGINEERING AND INSPECTION						
101-53100-50405	COMPUTER AND WEBSITE						1,479
101-53100-50501	BUILDINGS AND GROUNDS						
101-53100-50504	VEHICLE MAINTENANCE	10,629	12,530	14,339	14,000	11,098	14,700
101-53100-50505	ROAD MAINTENANCE	65,809	65,010	70,630	85,000	59,087	57,050
101-53100-50506	DITCHING AND DRAINAGE						
101-53100-50509	SALT PURCHASE						40,000
101-53100-50601	FUEL - GASOLINE AND DIESEL	16,226	13,176	23,558	15,000	9,351	15,750
101-53100-50602	ELECTRICITY	10,885	10,986	11,068	11,000	7,059	11,000
101-53100-50603	GAS	5,461	3,836	3,918	6,021	2,963	5,000
101-53100-50604	TELEPHONE	1,037	660	574	600	784	1,016
101-53100-50606	WATER AND SEWER	6,486	13,425	9,385	9,120	6,064	9,500

BUDGET REPORT FOR SOMERS VILLAGE AND TOWN						
		2022	2023	2024	2025	2025
		ACTIVITY	ACTIVITY	ACTIVITY	AMENDED	ACTIVITY
GL NUMBER	DESCRIPTION				BUDGET	THRU 12/31/25
						BUDGET
101-53100-50607	STREET LIGHTS	20,753	23,246	23,712	24,195	18,639
101-53100-50701	CONFERENCES & TRAINING	1,990	2,657	1,000	2,000	861
101-53100-50702	TRAVEL		146			
101-53100-50902	EQUIPMENT CAPITAL OUTLAY	2,000	1,950	3,000	3,500	1,346
Totals for dept 53100 - PUBLIC WORKS		426,734	509,634	545,527	620,818	419,707
Dept 53620 - SOLID WASTE						
101-53620-50102	WAGES	11,913	10,646	9,308	9,944	7,172
101-53620-50201	FICA	855	803	698	761	543
101-53620-50202	RETIREMENT	830	717	642	691	486
101-53620-50203	HEALTH INSURANCE	4,256	4,383	3,669	4,055	2,688
101-53620-50204	DENTAL INSURANCE	304	299	235	242	160
101-53620-50205	LIFE INSURANCE	47	30	11	11	6
101-53620-50301	OFFICE SUPPLIES				1,000	
101-53620-50408	GARBAGE COLLECTION	476,998	522,056	532,797	413,187	299,031
101-53620-50504	VEHICLE MAINTENANCE					
101-53620-50601	FUEL - GASOLINE AND DIESEL					
101-53620-50608	RECYCLING AND TIPPING FEES	233,753	251,278	267,280	217,831	152,991
Totals for dept 53620 - SOLID WASTE		728,956	790,212	814,640	647,722	463,077
Dept 54100 - ANIMAL CONTROL						
101-54100-50409	OTHER CONTRACTED SERVICES	13,225	9,790	11,756	10,862	9,269
Totals for dept 54100 - ANIMAL CONTROL		13,225	9,790	11,756	10,862	9,269
Dept 55200 - PARKS						
101-55200-50101	SALARIES				500	500
101-55200-50201	FICA				38	38
101-55200-50309	OTHER SUPPLIES AND EXPENSE	2,900	5,072	2,965	3,000	1,463
101-55200-50409	OTHER CONTRACTED SERVICES		50			
101-55200-50501	BUILDINGS AND GROUNDS			755		

BUDGET REPORT FOR SOMERS VILLAGE AND TOWN						
		2022	2023	2024	2025	2025
		ACTIVITY	ACTIVITY	ACTIVITY	AMENDED	ACTIVITY
GL NUMBER	DESCRIPTION				BUDGET	THRU 12/31/25
101-55200-50902	EQUIPMENT CAPITAL OUTLAY			4,000	4,000	4,000
Totals for dept 55200 - PARKS		2,900	5,122	7,720	7,538	1,463
Dept 55300 - RECREATION						
101-55300-50102	WAGES	5,990	5,072	5,792	5,952	4,573
101-55300-50104	OVERTIME					
101-55300-50106	SEASONAL	4,999			1,500	500
101-55300-50201	FICA	823	385	429	570	341
101-55300-50202	RETIREMENT	389	345	400	414	289
101-55300-50203	HEALTH INSURANCE	978	603	225	2,704	1,709
101-55300-50204	DENTAL INSURANCE	56	85	160	161	102
101-55300-50205	LIFE INSURANCE	5	3	4	5	3
101-55300-50309	OTHER SUPPLIES AND EXPENSE					
101-55300-50902	EQUIPMENT CAPITAL OUTLAY					
Totals for dept 55300 - RECREATION		13,240	6,493	7,010	11,306	7,017
Dept 56910 - PLAN COMMISSION						
101-56910-50101	SALARIES	31,520	36,197	38,104	39,600	30,405
101-56910-50102	WAGES	1,120	640	840	3,360	560
101-56910-50201	FICA	2,378	2,815	2,980	3,287	2,369
101-56910-50202	RETIREMENT	2,035	2,442	2,627	2,752	1,599
101-56910-50203	HEALTH INSURANCE	7,383	4,518	5,001	5,407	1,802
101-56910-50204	DENTAL INSURANCE	349	322	349	645	376
101-56910-50205	LIFE INSURANCE	32	39	49	75	31
101-56910-50206	POST RETIREMENT BENEFITS					
101-56910-50305	PRINTING AND PUBLISHING	416	289	254	400	261
101-56910-50309	OTHER SUPPLIES AND EXPENSE	40	30	24	30	30
101-56910-50403	ENGINEERING AND INSPECTION					
101-56910-50409	OTHER CONTRACTED SERVICES	10,315	8,481	11,658	12,400	11,800
Totals for dept 56910 - PLAN COMMISSION		55,588	55,773	61,886	67,956	37,403

BUDGET REPORT FOR SOMERS VILLAGE AND TOWN						
		2022	2023	2024	2025	2025
		ACTIVITY	ACTIVITY	ACTIVITY	AMENDED	ACTIVITY
GL NUMBER	DESCRIPTION				BUDGET	THRU 12/31/25
						REQUESTED
						BUDGET
Dept 56920 - BOARD OF APPEALS						
101-56920-50102	WAGES	320			400	400
101-56920-50201	FICA	24			31	31
101-56920-50202	RETIREMENT					
101-56920-50309	OTHER SUPPLIES AND EXPENSE					
Totals for dept 56920 - BOARD OF APPEALS		344			431	431
Dept 59100 - TRANSFER OUT						
101-59100-50000	TRANSFER TO OTHER FUNDS		1,800,754	332,373		
Totals for dept 59100 - TRANSFER OUT			1,800,754	332,373		
TOTAL APPROPRIATIONS		5,727,534	8,140,150	6,984,472	7,170,685	5,226,243
NET OF REVENUES/APPROPRIATIONS - FUND 101		2,015,616	731,930	814,804		1,744,128
BEGINNING FUND BALANCE		3,100,987	5,105,858	5,837,663	6,652,953	6,652,953
FUND BALANCE ADJUSTMENTS		(10,747)	(128)	480		
ENDING FUND BALANCE		5,105,856	5,837,660	6,652,947	6,652,953	8,397,081



FY 2026 CIP Request Form

1. Department Fire Department 2. Date Requested 9/23/2025

3. Project Name Station 2 4. Requested by Ben Andersen

5. Project Number _____ 6. # of Requests Submitted _____ 7. Priority of Request _____ of _____

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)
As you all know we have been working towards the replacment of fire station 2 and I am hoping if all goes well that we can break ground of a new station in 2026. we have completed soil testing and once results are in we can start design and planning stage later this year and hopefully break ground in 2026.

9. Included in Prior CIPs No 10. If Yes, Budget Year N/A 11. \$\$\$ Budgeted in Prior CIP N/A

12. Age of Item to be Replaced N/A 13. Estimated Useful Life of Replacement 40 14. End of Useful Life Year 2066

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves)
If known, please give rationale for suggested funding source)

Bond

16. Amount Requested for FY2025 **\$12,000,000**



FY 2026 CIP Request Form

1. Department Public Works 2. Date Requested 10/10/2025

3. Project Name Valley View Paving 4. Requested by Joshua Sullivan

5. Project Number 1 6. # of Requests Submitted 7. Priority of Request 1 of 1

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

Public Works is requesting \$779,000 from the General Fund for the 2026 Valley View Subdivision Paving Project. There is existing borrowed funds totalling \$75,000 that can be used towards 2026's paving cost. The existing roadway pavement is 36 years old with an average PASER rating of 2, indicating severe deterioration and structural failure throughout the subdivision. The proposed project will consist of pulverizing and relaying the existing asphalt pavement and base course to restore structural integrity and ride quality. Work will include driveway removals and replacements, aggregate base replacement, HMA paving, crushed limestone shoulders, pavement markings, and sanitary manhole adjustments. Total estimated construction cost, including contingency and engineering, is approximately \$863,750, with \$779,000 allocated to the General Fund and the remainder to sanitary system adjustments. Reconstructing the Valley View roadway through a pulverize and relay process will extend pavement life by approximately 30 years and significantly improve drainage, safety, and drivability for residents.

9. Included in Prior CIPs NO 10. If Yes, Budget Year 11. \$\$\$ Budgeted in Prior CIP

12. Age of Item to be Replaced 36 13. Estimated Useful Life of Replacement 30 14. End of Useful Life Year 2056

(Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves

15. Suggested Source of Funding If known, please give rationale for suggested funding source)

\$704,000 Cash ; \$75,000 Borrowed Funds

16. Amount Requested for FY2026 **\$779,000.00**



FY 2026 CIP Request Form

1. Department Public Works 2. Date Requested 10/10/2025

3. Project Name Replace Vacuum Truck 4. Requested by Joshua Fugate

5. Project Number 1 6. # of Requests Submitted 7. Priority of Request 1 of 1

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

The Department is requesting authorization to purchase a new vacuum truck to replace the 2013 Peterbilt currently in service. Due to significant upcoming general fund expenses, Public Works recommends scheduling this purchase for 2026 to ensure adequate funding. The existing unit has experienced repeated mechanical issues over the past three years, including major repairs such as a crankshaft replacement, and continues to suffer from pressure loss during hydroexcavation and sewer cleaning. EnviroTech, the current service provider, has been unable to diagnose or resolve the issue. The replacement unit, to be supplied and serviced by MacQueen Equipment in Menomonee Falls, WI, will allow staff to properly jet sanitary and storm mains, hydroexcavate efficiently, and clean sanitary wet wells and storm infrastructure as part of regular maintenance operations. Municipal vacuum trucks typically have an useful life of 10 to 15 years depending on usage and maintenance. The existing 2013 unit has reached the end of its reliable life at 12 years and is experiencing frequent mechanical issues and downtime, warranting replacment in 2026. Staff recommends funding this purchase through a 50/25/25 split between the Sewer Fund, Stormwater Fund, and General Fund as the vehicle is used for Sewer, Stormwater, and Public Works activities.

9. Included in Prior CIPs NO 10. If Yes, Budget Year 11. \$\$\$ Budgeted in Prior CIP

12. Age of Item to be Replaced 12 13. Estimated Useful Life of Replacement 15 14. End of Useful Life Year 2041

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves)
If known, please give rationale for suggested funding source)

50% Sewer Fund, 25% Stormwater Fund, 25% General Fund

16. Amount Requested for FY2026 **\$610,000.00**



FY 2026 CIP Request Form

1. Department Public Works 2. Date Requested 9/22/2025

3. Project Name Brightly Asset Management with GIS Integration 4. Requested by Joshua Fugate

5. Project Number 2 6. # of Requests Submitted 7. Priority of Request 1 of 2

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

The Village/Town of Somers Public Works is requesting to implement Brightly’s Asset Essentials Enterprise, a cloud-based Computerized Maintenance Management System (CMMS) with integrated GIS functionality. This system will provide centralized asset tracking, preventive maintenance scheduling, and data-driven reporting for all Village infrastructure, including water, wastewater, stormwater, streets, and fleet. The software includes GIS integration, allowing field staff to locate and document assets in real time. Modules included cover water distribution, storm water, lift station maintenance, street/signs, facilities, fleet, and parks/forestry. This system will significantly improve accuracy, efficiency, and accountability in managing Village assets. Current asset records are maintained across multiple platforms and spreadsheets, limiting efficiency and consistency. The system will integrate with GIS, allowing staff to collect, update, and access asset data directly in the field. Preventive maintenance scheduling will reduce unexpected failures and extend the useful life of Village infrastructure. Increased demand for utility locates and infrastructure planning makes real-time, accurate GIS data essential. Will improve reporting and compliance with DNR, EPA, and PSC requirements by maintaining detailed asset histories.

9. Included in Prior CIPs NO 10. If Yes, Budget Year 11. \$\$\$ Budgeted in Prior CIP

12. Age of Item to be Replaced N/A 13. Estimated Useful Life of Replacement 14. End of Useful Life Year

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves If known, please give rationale for suggested funding source)

Sewer (40%), Water (20%), General (20%), and Fire (20%) Split.

16. Amount Requested for FY2026 **\$10,095.65**



FY 2026 CIP Request Form

1. Department Fire Department 2. Date Requested 9/23/2025

3. Project Name Pumper Tanker 4. Requested by Ben Andersen

5. Project Number _____ 6. # of Requests Submitted _____ 7. Priority of Request _____ of _____

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)
Our 2011 Rosenbauer Pumper Tanker is 15 years old which is the recommended front line life expectancy for fire apparatus and this is the first unit we take to structure fires so we are looking to replace it. If ordered today it will still take 2-4 years to get which is why we are asking for approval now. we have several options of payment. we can pay up front, once delivered or in payments whatever works best for the village

9. Included in Prior CIPs No 10. If Yes, Budget Year N/A 11. \$\$\$ Budgeted in Prior CIP N/A

12. Age of Item to be Replaced N/A 13. Estimated Useful Life of Replacement 15 14. End of Useful Life Year 2041

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves)
If known, please give rationale for suggested funding source)
Cash

16. Amount Requested for FY2025 \$1,000,000



FY 2026 CIP Request Form

1. Department Fire Department 2. Date Requested 9/23/2025

3. Project Name Lucas CPR Machine 4. Requested by Ben Andersen

5. Project Number _____ 6. # of Requests Submitted _____ 7. Priority of Request _____ of _____

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)
we are requesting \$20,000 to purchase another Lucas CPR machine. Our oldest is 10 years old and that is the expected life span for one of these devices. Since these devices are such a critical piece of life saving equipment we feel its best to replace when recommended just like we do with cardiac monitors and other critical life saving equipment.

9. Included in Prior CIPs No 10. If Yes, Budget Year N/A 11. \$\$\$ Budgeted in Prior CIP N/A

12. Age of Item to be Replaced N/A 13. Estimated Useful Life of Replacement 10 14. End of Useful Life Year 2036

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves)
If known, please give rationale for suggested funding source)
Cash

16. Amount Requested for FY2025 \$20,000



FY 2026 CIP Request Form

1. Department Fire Department 2. Date Requested 9/23/2025

3. Project Name TNT Tool Replacement 4. Requested by Ben Andersen

5. Project Number 1 6. # of Requests Submitted _____ 7. Priority of Request _____ of _____

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)
Has the Village board knows we respond to lots of car accidents and carry extrication tools (jaws of Life) on multiple vehicles. We are looking to replace our last set of older hosed hydraulic units with another set of the new battery tools which allows us to preform our job quicker and safer. These battery tools can be carried to remote locations much easier then the old power unit and hydrualic hose set.

9. Included in Prior CIPs No 10. If Yes, Budget Year N/A 11. \$\$\$ Budgeted in Prior CIP N/A

12. Age of Item to be Replaced N/A 13. Estimated Useful Life of Replacement 15yrs 14. End of Useful Life Year 2041

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves)
If known, please give rationale for suggested funding source)
Cash

16. Amount Requested for FY2025 \$50,000



FY 2026 CIP Request Form

1. Department Fire Department 2. Date Requested 9/23/2025

3. Project Name UTV Trailer 4. Requested by Ben Andersen

5. Project Number 2 6. # of Requests Submitted 7. Priority of Request of

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)
The Village board saw fit a couple years ago to purches two UTVs for the fire department and they are working great. we used our enclosed trialer or one and the old UTV open deck traielr for the other but we have noticed the old trailer is not handling the weight of the new machine well and is a safety hazard so we are asking to replace it with a heavier duty trailer.

9. Included in Prior CIPs No 10. If Yes, Budget Year N/A 11. \$\$\$ Budgeted in Prior CIP N/A

12. Age of Item to be Replaced N/A 13. Estimated Useful Life of Replacement 20yrs 14. End of Useful Life Year 2046

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves)
If known, please give rationale for suggested funding source)

Cash

16. Amount Requested for FY2025 \$12,000



FY 2026 CIP Request Form

1. Department Fire Department 2. Date Requested 9/23/2025

3. Project Name Ambulance Purchase 4. Requested by Ben Andersen

5. Project Number 2 6. # of Requests Submitted 7. Priority of Request of

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

The Fire department is requesting authorization to order another ambulance. Currently it will take 2-2.5 years to get once we order. Our oldest ambulance is a 2017 so 8 years old. national average life for an ambulance is 5-7 years we try to get at least 10 years out of ours. If we ordered an ambulance now we wont get it till end of 2027 early 2028 which will put the oldest ambulance at over 10 years old. With the projected increase in staffing and calls we need at least 3 reliable ambulances and if the 4th (oldest) ambulance is still functionable we would want to keep it as a reserve ambulance or look at remount option at time to get to a fleet of 4 ambulances. The reason a remount option isnt viable now with 3 is if I send one out for a year to be remounted that leaves us with 2 and if anything happens to one of them we are down to 1 and we cant be down to one. Kenosha ran into this last year when sending ambulances out for remounting and had other go out of service and then they had to buy used ambulances to be used to cover calls and it cost them alot more money then planned.

9. Included in Prior CIPs No 10. If Yes, Budget Year N/A 11. \$\$\$ Budgeted in Prior CIP N/A

12. Age of Item to be Replaced N/A 13. Estimated Useful Life of Replacement 10 14. End of Useful Life Year 2037

(Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves

15. Suggested Source of Funding If known, please give rationale for suggested funding source)

Cash

16. Amount Requested for FY2025

\$460,000



FY 2026 CIP Request Form

1. Department Public Works 2. Date Requested 10/10/2025

3. Project Name 13th Ave Lift Station Rehab 4. Requested by Joshua Fugate

5. Project Number 1 6. # of Requests Submitted 7. Priority of Request 1 of 1

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

The Department is requesting funding to rehabilitate the 13th Avenue Lift Station to improve reliability, safety, and operational efficiency. The project includes purchasing and installing a new generator & transfer switch to ensure backup power during outages, repairing and restoring the existing precast concrete building, stripping and repainting all piping and valves to prevent corrosion, upgrading the SCADA (the station's SCADA system is outdated, providing limited alarm notifications for only high and low floats. It does not alert us to critical issues such as power loss, generator operation, or extreme temperature fluctuations. Upgrading the system would enhance monitoring capabilities and allow for proactive maintenance), and replacing aging level-sensing equipment with new floats and a transducer. These upgrades will extend the useful life of the lift station, reduce maintenance costs, enhance system performance, and ensure dependable wastewater conveyance for the surrounding service area. Lift stations typically have a service life of 25 to 40 years, depending on design, materials, and maintenance. A full rehabilitation, including structural, electrical, and control system upgrades, can extend the station's useful life by an additional 15 to 20 years, delaying the need for full replacement while maintaining operational reliability. The original station was installed in 2001, making it 24 years old now and approaching its expected useful life.

9. Included in Prior CIPs NO 10. If Yes, Budget Year 11. \$\$\$ Budgeted in Prior CIP

12. Age of Item to be Replaced 24 13. Estimated Useful Life of Replacement 15 to 20 14. End of Useful Life Year 2041

(Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves

15. Suggested Source of Funding If known, please give rationale for suggested funding source)

Sewer Fund

16. Amount Requested for FY2026 **\$160,500.00**



FY 2026 CIP Request Form

1. Department Public Works 2. Date Requested 10/10/2025

3. Project Name Air and Vacuum Release Valves 4. Requested by Joshua Fugate

5. Project Number 1 6. # of Requests Submitted 7. Priority of Request 1 of 1

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

The Department is requesting funding to replace two 6-inch air and vacuum release valves on the sanitary force main that are approximately 18 years old and nearing the end of their expected service life. These valves are critical for releasing trapped air and preventing vacuum conditions that can cause pressure surges, reduce pumping efficiency, and increase stress on the pipeline. Typical lifespan for these components is 10 to 15 years under normal conditions, and both existing units show signs of corrosion and reduced reliability. Replacing them with new combination air/vacuum valves will improve system performance, reduce maintenance needs, and help protect the integrity of the force main. The estimated total project cost, including valve purchase, installation, and appurtenance restoration, is \$15,000 to \$20,000.

9. Included in Prior CIPs NO 10. If Yes, Budget Year 11. \$\$\$ Budgeted in Prior CIP

12. Age of Item to be Replaced 18 13. Estimated Useful Life of Replacement 15 14. End of Useful Life Year 2031

(Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves

15. Suggested Source of Funding If known, please give rationale for suggested funding source)

Sewer Fund

16. Amount Requested for FY2026 **\$20,000.00**



FY 2026 CIP Request Form

1. Department Public Works 2. Date Requested 10/10/2025

3. Project Name Sanitary Sewer Lining 4. Requested by Joshua Fugate

5. Project Number 1 6. # of Requests Submitted 7. Priority of Request 1 of 1

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

The Department is requesting funding for the sanitary sewer lining of the Country Charms subdivision to address aging infrastructure and infiltration and inflow (I&I) concerns. Initial evaluations considered three areas—Country Charms, Valley View, and Biex (Parkway)—but after reviewing recent televising and condition reports, the Valley View and Biex areas were found to be in good condition and do not require lining at this time. The Country Charms area, however, exhibits deterioration and joint infiltration consistent with the need for rehabilitation. The estimated total cost for lining the Country Charms sewer system is approximately \$2,750,000, which will likely be phased over three years at roughly \$915,000 per year to optimize funding and construction scheduling. There is also data compiled from SCADA that indicate a large amount of inflow and infiltration during rain events at the Pike Creek Lift Station. Completing this project will extend the useful life of the sanitary system, reduce I&I, reduce load and prolong the life of downstream liftstations, reduce treatment costs, and improve long-term reliability.

9. Included in Prior CIPs NO 10. If Yes, Budget Year 11. \$\$\$ Budgeted in Prior CIP

12. Age of Item to be Replaced 63 13. Estimated Useful Life of Replacement 50-75 14. End of Useful Life Year 2076-2101

(Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves

15. Suggested Source of Funding If known, please give rationale for suggested funding source)

Sewer Fund

16. Amount Requested for FY2026 **\$915,000.00**



FY 2026 CIP Request Form

1. Department Public Works 2. Date Requested 9/22/2025

3. Project Name Backup Submersible Pump 4. Requested by Joshua Fugate

5. Project Number 3 6. # of Requests Submitted 7. Priority of Request 3 of 3

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

The Department is requesting authorization to purchase a backup Grundfos 99030123 submersible wastewater pump to serve as a spare for the Seawall, 45th Street, 63rd Street, and 11th Street lift stations. These four stations all utilize the same pump model and are currently the only stations in the Village's system without a dedicated spare. Having a backup pump on hand is critical to maintaining reliable operation and preventing sewer backups in the event of a pump failure. Other lift stations in the Village already have spare pumps available, ensuring quick response and minimizing downtime during emergencies. These four stations are strategically important, and have 2 pumps installed in each pit. If a pump were to fail, extended lead times could leave the stations vulnerable. The quoted lead time for this pump is 1–2 weeks after order. Without a spare, this delay could expose the Village to operational and environmental risks.

9. Included in Prior CIPs NO 10. If Yes, Budget Year 11. \$\$\$ Budgeted in Prior CIP

12. Age of Item to be Replaced N/A 13. Estimated Useful Life of Replacement 14. End of Useful Life Year

(Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves

15. Suggested Source of Funding
If known, please give rationale for suggested funding source)

Sewer Fund

16. Amount Requested for FY2026 \$10,000.00



FY 2026 CIP Request Form

1. Department Public Works

2. Date Requested 10/10/2025

3. Project Name I&I Manhole Sealing Program

4. Requested by Joshua Fugate

5. Project Number 1 6. # of Requests Submitted _____

7. Priority of Request 1 of 1

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

Public Works is requesting an annual allocation of \$25,000 to fund contracted work for sealing sanitary manhole structures throughout the Village to reduce infiltration and inflow (I&I). Excess groundwater entering the sanitary system through deteriorated joints, chimney sections, and frame seals increases treatment costs, reduces system capacity, and accelerates wear on lift station equipment. Contracting this work annually will allow the Department to systematically rehabilitate and seal structures using internal coatings and flex seal materials, prioritizing problem areas identified through televising and maintenance inspections. The goal is to continue this program until all manholes within the Village are properly sealed, after which the annual budget will be maintained to perform ongoing spot repairs and preventative maintenance as new issues are identified. This work would be coordinated with the City of Delavan to decrease costs for contractor mobilization, as Delavan already utilized this type of repair annually, and can help decrease mobilization costs for both municipalities.

9. Included in Prior CIPs NO

10. If Yes, Budget Year _____

11. \$\$\$ Budgeted in Prior CIP _____

12. Age of Item to be Replaced N/A

13. Estimated Useful Life of Replacement N/A

14. End of Useful Life Year N/A

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves)
If known, please give rationale for suggested funding source)

Sewer Fund

16. Amount Requested for FY2026

\$25,000.00



FY 2026 CIP Request Form

1. Department Public Works 2. Date Requested 10/10/2025

3. Project Name Valley View Paving Sanitary Adjustments 4. Requested by Joshua Fugate

5. Project Number 1 6. # of Requests Submitted 7. Priority of Request 1 of 1

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

Public Works is requesting \$90,750 for sanitary sewer adjustments for the Valley View Paving Project. There is a total of 33 sanitary structures that will need to be adjusted and resealed to prevent any infiltration and inflow. The grade of the road will be raised approximately 4 inches, meaning that all structures in the roadway will also need to go up 4 inches. Pricing for adjustments was calculated using 2023-2024 bid tabs from previous projects in southeast Wisconsin, specifically Kenosha.

9. Included in Prior CIPs NO 10. If Yes, Budget Year 11. \$\$\$ Budgeted in Prior CIP

12. Age of Item to be Replaced 36 13. Estimated Useful Life of Replacement 30 14. End of Useful Life Year 2056

(Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves

15. Suggested Source of Funding If known, please give rationale for suggested funding source)

Sewer Fund

16. Amount Requested for FY2026 **\$90,750.00**



FY 2026 CIP Request Form

1. Department Public Works 2. Date Requested 10/7/2025

3. Project Name Pike Creek Super Flush 4. Requested by Joshua Fugate

5. Project Number 1 6. # of Requests Submitted 1 7. Priority of Request 1 of 1

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

On June 10, 2025, the Public Works Department, alongside Baxter & Woodman, attempted to flush debris from the 14-inch force main serving both the Pike Creek and 45th Avenue lift stations. Despite running both pumps at full capacity, staff confirmed that velocity was insufficient to move the blockage. The proposed solution is to repeat the procedure using a portable 8-inch diesel pump (3,000 GPM) to increase discharge pressure, velocity, and flow in order to clear the partial obstruction. The cost estimate includes the rental of the diesel pump, purchase of necessary fittings (24-inch flange with 8-inch hose connection, 14x14 Tee, two 2-inch manual gate valves, 14-inch cross with 8-inch connection), mechanical contractor labor, and a 10% contingency. This project is necessary to restore full hydraulic capacity, protect against sewer backups, reduce pump stress, and ensure reliable operation of the shared force main. This will allow both 45th avenue and Pike Creek to run simultaneously. This project would be completely funded by the sewer fund.

9. Included in Prior CIPs NO 10. If Yes, Budget Year 2026 11. \$\$\$ Budgeted in Prior CIP N/A

12. Age of Item to be Replaced N/A 13. Estimated Useful Life of Replacement N/A 14. End of Useful Life Year N/A

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves
If known, please give rationale for suggested funding source)

Sewer Fund

16. Amount Requested for FY2026 **\$50,000.00**



FY 2026 CIP Request Form

1. Department Public Works 2. Date Requested 10/10/2025

3. Project Name Water Meter Replacements 4. Requested by Joshua Fugate

5. Project Number 1 6. # of Requests Submitted 7. Priority of Request 1 of 1

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

The Department is requesting funding to replace residential and commercial water meters that will exceed 20 years of age, as required by Public Service Commission (PSC) regulations. Meters beyond this age no longer meet accuracy standards and can result in unaccounted-for water loss and billing inaccuracies. This program also includes the replacement of large-diameter meters (1-1/2" and greater) that have reached the end of their service life. Replacing these meters will ensure compliance with PSC mandates, maintain accurate measurement and billing, and improve overall system efficiency and revenue reliability. The budget requested was calculated by taking the amount of meters reaching 20 years old in 2026 and dividing it by the correct meter size charge for each category of meters. These meters were not included in the ARPA funds due to their age justification not being reached during the fund period.

9. Included in Prior CIPs NO 10. If Yes, Budget Year 11. \$\$\$ Budgeted in Prior CIP

12. Age of Item to be Replaced 20 13. Estimated Useful Life of Replacement 20 14. End of Useful Life Year 2046

(Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves

15. Suggested Source of Funding If known, please give rationale for suggested funding source)

Water Fund

16. Amount Requested for FY2026 **\$87,000.00**



FY 2026 CIP Request Form

1. Department Public Works 2. Date Requested 10/10/2025

3. Project Name Hydrant Replacement Inventory 4. Requested by Joshua Fugate

5. Project Number 1 6. # of Requests Submitted 7. Priority of Request 1 of 1

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

The Department is requesting an annual allocation of \$18,000 to maintain an inventory of fire hydrants for emergency replacements when units are damaged, fail, or become inoperable. As of October 2025, four hydrants have been struck by vehicles or equipment and required replacement, leaving no available stock for future incidents. Keeping spare hydrants in inventory will allow the Department to respond quickly to service disruptions, minimize downtime, and ensure adequate fire protection and system reliability. The proposed funding would allow the purchase of approximately three hydrants per year, ensuring replacements are readily available for damaged or nonfunctional units without waiting for procurement or lead times. Once the department has a total of 5 hydrants on stock, funds will not be used until a replacement hydrant is needed, Staff recommends that the funds carry over year to year, so that if there is a remaining balance in the fund, it will be carried over into the next year.

9. Included in Prior CIPs NO 10. If Yes, Budget Year 11. \$\$\$ Budgeted in Prior CIP

12. Age of Item to be Replaced N/A 13. Estimated Useful Life of Replacement N/A 14. End of Useful Life Year N/A

(Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves

15. Suggested Source of Funding If known, please give rationale for suggested funding source)

General Fund

16. Amount Requested for FY2026 **\$18,000.00**



FY 2026 CIP Request Form

1. Department Public Works 2. Date Requested 10/10/2025

3. Project Name Kenosha Meter Pit Swap 4. Requested by Joshua Fugate

5. Project Number 1 6. # of Requests Submitted 7. Priority of Request 1 of 1

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

Public Works, with consulting from Baxter & Woodman, is proposing swapping locations of the 6" and 10" master meters that are currently located at 4042 18th Street and Green Bay Road/Washington Road. Based on water modeling increasing the size of the meter at Green Bay and Washington and downsizing the meter at 4042 18th Street will increase the available fire flow downstream of these meters while not impacting the overall monthly base charge bills for the Village. This will allow the Villages water utility to operate at a higher level where water demand is at a higher demand without impacting our monthly base charge. The meters themselves are owned by Kenosha Water Utility and are upgraded as necessary, but the metering pit where adjustments would need to be made is owned by The Village of Somers.

9. Included in Prior CIPs NO 10. If Yes, Budget Year 11. \$\$\$ Budgeted in Prior CIP

12. Age of Item to be Replaced 29 13. Estimated Useful Life of Replacement N/A 14. End of Useful Life Year N/A

(Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves

15. Suggested Source of Funding If known, please give rationale for suggested funding source)

Water Fund

16. Amount Requested for FY2026 **\$20,000.00**



FY 2026 CIP Request Form

1. Department Administration 2. Date Requested 11/6/2025

3. Project Name Court Door 4. Requested by Jim Hurley

5. Project Number _____ 6. # of Requests Submitted _____ 7. Priority of Request _____ of _____

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

During the renovation of the Village Hall, the Village considered modifying the Court Clerk's door to securely accept payments from defendants. The offer was declined by the municipal judge. Now that the Village will have a new judge and there are plans for the Court to accept payments, the incoming judge may reconsider. Public Works received a quote from Laforce for \$4,995. The door would have a half glass cover for passthrough payments, and lockset.

9. Included in Prior CIPs NO 10. If Yes, Budget Year _____ 11. \$\$\$ Budgeted in Prior CIP _____

12. Age of Item to be Replaced N/A 13. Estimated Useful Life of Replacement _____ 14. End of Useful Life Year _____

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves If known, please give rationale for suggested funding source)

General Obligations

16. Amount Requested for FY2026 **\$5,000.00**



FY 2026 CIP Request Form

1. Department Public Works / Administration 2. Date Requested 11/6/2025

3. Project Name Yard Waste License Reading Camera 4. Requested by Jim Hurley & Josh Sullivan

5. Project Number _____ 6. # of Requests Submitted _____ 7. Priority of Request _____ of _____

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

The Village has issues with dumping and disposing of yard waste by non-residents. Originally, the Village considered a gate, but it's either inconsistently opened/closed during hours, or costly for an automatic gate. An alternative is to install a license reading camera. If Public Works finds suspected illegal dumping then the video recording and license plate will be turned over to the Sheriff's Department to issue a citation. Kenosha County IT quoted \$3,200 for the camera and software, not including installation. They do not provide installation. Based on a previous quote we estimate the cost to wire, install, and program and configure the camera to be approximately \$2,000.

9. Included in Prior CIPs NO 10. If Yes, Budget Year _____ 11. \$\$\$ Budgeted in Prior CIP _____

12. Age of Item to be Replaced N/A 13. Estimated Useful Life of Replacement _____ 14. End of Useful Life Year _____

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves If known, please give rationale for suggested funding source)

General Obligations

16. Amount Requested for FY2026 **\$5,500.00**



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

MEETING DATE: Nov. 11, 2025

TO: Village President Stoner and Village Trustees

PREPARED BY: Kevin Poirier, Assistant Administrator
Jim Hurley, Administrator

AGENDA ITEM: #9 Second Amendment to Development Agreement between the Village of Somers and SRPF D/Burlington Rd, LLC (Somers Business Park).

BACKGROUND:

In 2021, Stream Realty contacted the Village to develop the property at 10812 Burlington Road. The Development Agreement was completed and recorded in 2023.

They proposed three buildings on the site, one 600,000 square feet, and two smaller buildings each approximately 150,000 square feet. The development was approved, and grading permits and easement were obtained for the road section.

Construction was delayed due to changing financial conditions. In 2024, the Village approved an extension through an amendment to the Agreement. The developer has kept in touch with the Village and still intends on building three structures. Current market conditions indicate a stronger demand for the smaller buildings, and they received private funding for the design and engineering work. While work is progressing, Stream is requesting an additional extension for building permitting and commencement of construction:

- Change deadline for a building permit of at least one building in Phase #1 from 1/1/2026 to 1/1/2027, and commencement of construction of such building from 6/1/2026 to 6/1/2027.
- Change deadline for a building permit of at least one building in Phase #2 from 6/30/2027 to 6/30/2028.

The Developer also requests to change the terms of Section IV. of the Agreement to allow a surety bond rather than a letter of credit. According to the developer, the letter of credit could impact Stream's construction loan by reducing the borrowing base due to the

contingent liability and distort the financial ratios. The Village's legal counsel would accept the change to a bond as long as it is in a form and from a surety acceptable to the Village. By Ordinance, the Plan Commission is to approve this changed. This item is on the Nov. 10 Plan Commission meeting.

The last request is to amend Section V. to add a new section to define a vacant portion of the parcel that will not be developed and could be sold and no longer subject to the Agreement. Please see Exhibit #1. This portion has no value to Stream but could be of use to a neighboring property.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to approve the Second Amendment to Development Agreement between the Village of Somers and SRPF D/Burlington Rd, LLC (formerly known as Somers Business Park).”

ATTACHMENTS

Second Amendment to the Agreement

Exhibit #1 Somers Business Park Western Parcel Exhibit

Surety Bond

Second Amendment to Development
Agreement between the Village of Somers
and SRPF D/Burlington Rd, LLC

Name and Return Office:

Christopher R. Smith, von Briesen & Roper,
s.c.
411 East Wisconsin Avenue
Suite 1000
Milwaukee, WI 53202

Parcel Identification Number (PIN):

82-4-222-301-0040
82-4-222-301-0030
82-4-222-194-0101
82-4-222-301-0050

WITNESS THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT made and entered into this ___ day of October, 2025 (this “Second Amendment”) by and between VILLAGE OF SOMERS, Kenosha County, Wisconsin, the VILLAGE OF SOMERS UTILITY DISTRICT (“District”) and the VILLAGE OF SOMERS WATER UTILITY (“Utility”) (the Village of Somers, the Utility and the District are, collectively, the “Village”) and SRPF D/BURLINGTON RD, LLC, a foreign limited liability company (the “Developer”).

NOW, THEREFORE, based upon the mutual promises contained herein, the parties hereby agree as follows:

WHEREAS, the Village and the Developer entered into that certain Master Development Agreement, dated April 14, 2023, and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, on April 25, 2023, as Document No. 1945883 (the “Agreement”); and

WHEREAS, the Village and the Developer entered into that certain First Amendment to Development Agreement, dated as of October 7, 2024, and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, on _____, 2025 as Document No. _____ (the “First Amendment”); and

WHEREAS, the parties now desire to further amend the Agreement, as amended by the First Amendment (the “Amended Agreement”), as set forth in in this Second Amendment.

1. **Amendments to Section III.G. of Amended Agreement.** The Village and the Developer hereby agree that Section III.G. of the Amended Agreement, “P.U.D. Approval and Zoning; Permits and Assessments,” shall be further amended as follows [deleted language is struck through; inserted language is bolded and underlined]:

G. P.U.D. APPROVAL AND ZONING; PERMITS AND ASSESSMENTS.

1. The Planned Unit Development Overlay (P.U.D.) attached as Exhibit “J”, Certified Survey Map (CSM) attached as Exhibit “A” and Site Plan (Exhibit “B”) and incorporated herein by reference has been approved by the Village Board and the zoning for the Property shall not be changed, modified or altered without the prior written consent of the Developer and the Village, except as provided herein.

2. The Developer may allow crops to be planted on any portion of the Property to be used for agricultural purposes until such time as that portion of the Property is developed.

3. This Development Agreement may be modified or amended as provided in Paragraph V.B. below and the Development project may be adjusted accordingly.

4. The Village agrees that all special assessments, permit fees, connection fees and other charges by the Village and Utility shall not be charged against any portion of the Property or its users, in a manner which would be in excess of those charged generally for commercial development in the Village.

5. The Planned Unit Development and zoning approvals granted by virtue of this Amendment to the original Agreement shall be in effect for a maximum initial period of five (5) years from the date of this **Second** Amendment; provided, however, that if Developer achieves the milestones set forth in the remainder of this paragraph, such Planned Unit Development and zoning approvals shall be and remain in effect without any limitation as to duration. In the event that the Developer fails to receive a building permit for at least one (1) building on Phase I by January 1, ~~2026~~ **2027**, and commence construction of such building by June 1, ~~2026~~ **2027**, then after written notice and hearing before the Village Board, the Village may choose to revoke such PUD and zoning approvals. Likewise, in the event that Developer fails to receive a building permit for at least one (1) building on Phase II of the PUD by June 30, ~~2027~~ **2028**, then, after written notice and hearing before the Village Board, the Village may choose to revoke such PUD approval for Phase I and Phase II zoning approvals.

2. **Amendment to Section IV. of Amended Agreement.** The Village and the Developer hereby agree that Section IV. of the Amended Agreement, titled “Letters of Credit/Escrow,” shall be amended to add a new Section IV.E., which shall read as follows:

E. Option to Provide Surety Bond.

If any provision of this Agreement, the Village’s Code, or the Village’s General Zoning and Shoreland/Floodplain Zoning Ordinance requires the Developer to provide to the Village a letter of credit, the Developer shall have the option of providing a surety bond, in a form and from a surety acceptable to the Village in its reasonable discretion, in lieu of a letter of credit.

3. **Amendment to Section V. of Amended Agreement.** The Village and the Developer hereby agree that Section V. of the Amended Agreement, titled “Miscellaneous,” shall be amended to add a new Section V.V., which shall read as follows:

The Village and the Developer acknowledge and agree that the Developer does not intend and is not required pursuant to this Agreement to construct any improvements on the portion of the Property depicted on Exhibit 1 attached to and hereby made a part of this Second Amendment (the “Vacant Land”). Notwithstanding any other provision of this Agreement, the Developer shall have the right, in the Developer’s sole discretion, to sell or otherwise transfer the Vacant Land. If the Developer conveys title to the Vacant Land to a third party unrelated to the Developer, the Vacant Land shall no longer be subject to the provisions of this Agreement. In that event, the Developer and the Village shall enter into an amendment to this Agreement amending the definition of the “Property” and related exhibits to exclude the Vacant Land and shall record that amendment with the Register of Deeds for Kenosha County, Wisconsin. The Developer and the Village shall also cooperate in good faith to prepare and execute any other documents and take any other actions that are reasonably necessary to release the Vacant Land from the requirements of this Agreement.

4. **Effect of Second Amendment.** Except as specifically amended by this Second Amendment, all of the provisions of the Amended Agreement remain in full force and effect as if fully stated herein. In the event of a conflict between the provisions of the Amended Agreement and this Second Amendment, this Second Amendment shall control.

5. **Counterparts.** This Second Amendment may be executed in two or more counterparts, each of which shall be deemed original and all of which, when taken together, shall constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

[Signature pages follow.]

Dated this _____ day of November, 2025.

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Wendy Burnette, Clerk/Treasurer

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2025, the above named George Stoner, President and Wendy Burnette, Clerk/Treasurer of the Village of Somers, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Printed Name: _____

Notary Public; Kenosha County, Wisconsin
My Commission expires: _____

**DEVELOPER
SRPF D/BURLINGTON RD, LLC**

By: _____

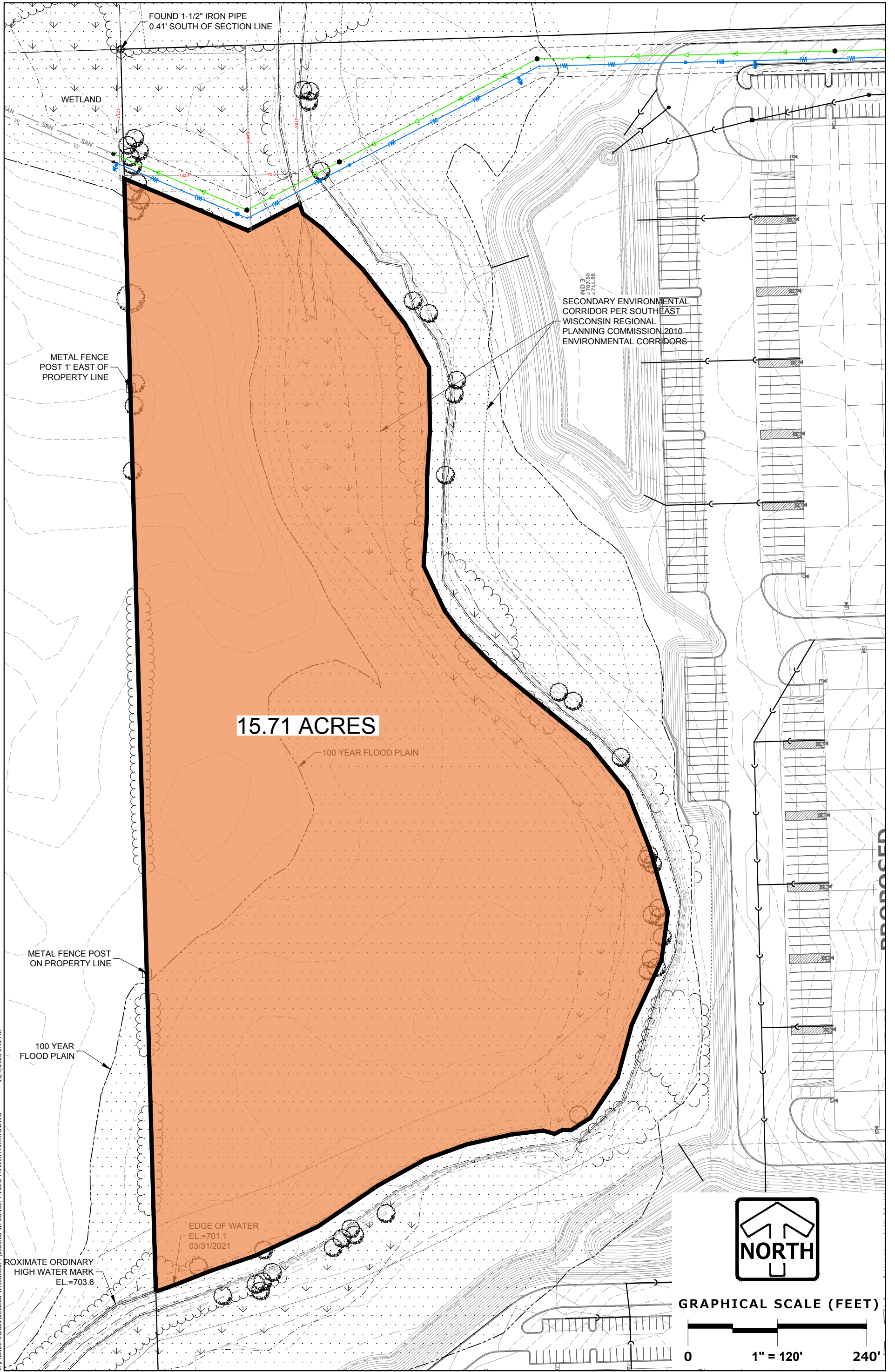
Printed Name: _____, Vice President

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2025, the above-named, _____ as Managing Member of SRPF D/Burlington Rd, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Printed Name: _____

Notary Public; _____ County, _____
My commission expires . _____



Z:\PROJECTS\2021\2360.00-WI\CONCEPT\2360.00-WI CONCEPT V13.1 TRAILER PARKING.DWG 11/14/2025 1:41 PM

SOMERS BUSINESS PARK | WESTERN PARCEL EXHIBIT

11.4.25

Subject: Surety Bond vs Letter of Credit

Stream understands the city's desire for financial security through a letter of credit; however, a surety bond offers equivalent – and in many ways - superior protection. Unlike an LOC, which simply earmarks funds, a surety bond ensures project performance and offers resolution mechanisms in the event of default. In addition, bonding preserves Stream's working capital ensuring continued solvency and commitment to the project without draining financial reserves.

The LOC could impact Stream's construction loan covenants by reducing the borrowing base due to the contingent liability and distort the financial ratios. Should a dispute arise, an LOC can be drawn upon by demand due to default which does not guarantee a smooth resolution due to delays and procurement risk. A surety bond, in contrast, offers not just financial protection but also performance support by tender, takeover options, post-default soft costs, and delay in completion damages.

The Stream's surety carrier has agreed to amend the proposed bond form by reducing the waiting period of a demand, pay, and the delivery of all sums by ten (10) business days of receipt. The prequalification and oversight provided by the surety carrier in validating the contractor's ability to perform. The surety bond provides Stream with the most cost-effective option, especially on large projects, and preserves our liquidity / cash flow needed for a large project.

Given the considerations outlined above, we respectfully request approval to use a surety bond in lieu of a letter of credit. A surety bond offers the city enhanced protection and a more comprehensive risk management solution by providing performance support, preserving project liquidity, facilitating structured dispute resolution, and reducing the risk of project delays. We believe this approach better aligns with the city's risk mitigation objectives while supporting the project with stronger financial and operational safeguards.



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

MEETING DATE: Nov. 11, 2025

TO: Village President Stoner and Village Trustees

PREPARED BY: Kevin Poirier, Assistant Administrator

REVIEWED BY: Jim Hurley, Administrator

AGENDA ITEM: #10 Action on Maintenance Agreement with Oakwood Cemetery Association.

BACKGROUND:

The Village/Town has long provided maintenance services to the Oakwood Cemetery, including but not limited to mowing and plowing. Currently, the Agreement only requires the Cemetery pay \$4,000 per year to the Village for services.

In September, the Village met with members of the Cemetery Board to request to increase the annual fee to the Village for the services. The Cemetery Board cannot afford to pay the full cost of the service, and reminded the Village if they disband, then the Cemetery becomes the Villages responsibility.

The parties agreed to increase the 2026 annual payment to \$8,000 and consider increasing in subsequent years. The Cemetery Board is planning to increase their lot fees this upcoming year, and may continue to gradually increase to offset maintenance expenses.

All other terms of the Agreement remain unchanged.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to approve Maintenance Agreement between the Village of Somers & the Oakwood Cemetery Association.”

ATTACHMENTS

Proposed Agreement.

MAINTENANCE AGREEMENT BETWEEN THE VILLAGE OF SOMERS & OAKWOOD CEMETERY ASSOCIATION

This agreement is between the Village of Somers ("Village") and the Oakwood Cemetery Association ("Cemetery").

WHEREAS, the Village agrees to provide maintenance services to the Cemetery, including cutting of the Cemetery grass, removal of large branches or limbs, emptying of refuse containers as necessary, and plowing of the Cemetery Road entrance;

WHEREAS, grass cutting services shall be from April 1 until November 1 when the growth height deems necessary, of which will be determined by Village representatives;

WHEREAS, plowing will occur during winter months and could extend to April 15, if necessary;

WHEREAS, the Cemetery agrees to pay the Village of Somers \$8,000 on or before June 1, 2026 for maintenance services;

WHEREAS, following the 2026 year, the rate could be renegotiated at a rate agreeable to both the Village and the Cemetery.

NOW, THEREFORE BE IT RESOLVED, the Village and the Cemetery agree to the forementioned terms of this Agreement, and shall automatically renew thereafter unless the Cemetery withdraws from the agreement.

This Agreement entered into this ____ day of _____, 20__.

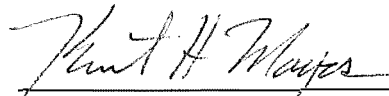
VILLAGE OF SOMERS

OAKWOOD CEMETERY ASSOCIATION

George Stoner

Village President

Signature Date:



Kent H. Mayes

President

Signature Date:



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

MEETING DATE: Nov. 11, 2025

TO: Village President Stoner and Board of Trustees

PREPARED BY: Scott Seymour, Building Inspector

REVIEWED BY: Jim Hurley, Village Administrator

AGENDA ITEM: #11 Action proposed on Ordinance no. 2025-011, an ordinance creating Section 14.055 in Chapter 14 of the Municipal Code entitled “financial assurance for site grading and drainage” of the Village of Somers regarding financial assurance to ensure compliance with grading and drainage work for all new construction.

BACKGROUND:

Currently, the Village does not have an ordinance requiring a time frame for installing a lawn, landscaping, or completing grading for new homes or commercial construction. This ordinance would ensure timely completion of installing lawns, landscaping and grading work. It would also help to ensure proper drainage of a site or area, especially within housing neighborhoods. This is a common practice throughout the State.

Before the issuance of any building permit for a dwelling unit, commercial building, industrial building, institutional building, or for any structure which will require any grading or drainage work, the proposed ordinance would require the applicant to submit a financial assurance. The \$1,500 assurance could be in the form of a cash bond, surety bond, performance bond or irrevocable letter of credit to guarantee a good faith execution of the approved plans and conditions for the grading or drainage work.

After the occupancy permit is issued, the Building Inspector will inspect the property. If the inspection determines all requirements have been met, then the financial assurance will be refunded to the applicant. If the Inspector identifies any issues, then the Inspector will notify the owner of the deficiencies which must be corrected within 60 days. If the 60 days extends beyond October 31, then a re-inspection shall be performed by May 1, of the following year.

If the deficiencies are not corrected, then the Village may have the work completed and charge any related costs against the financial assurance. In the event the financial

assurance is inadequate to pay for all costs, then the owner shall pay any deficiency to the Village.

PRIOR ACTION TAKEN:

This item was discussed at the Nov. 4 Village Board Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to waive first reading of Ordinance No. 2025-011”

“Motion to approve proposed Ordinance 2025-011, an Ordinance creating Section 14.055 in Chapter 14 of the Municipal Code entitled “financial assurance for site grading and drainage” of the Village of Somers regarding financial assurance to ensure compliance with grading and drainage work.”

ATTACHED:

Proposed draft Ordinance

ORDINANCE NO. 2025-011

**AN ORDINANCE CREATING SECTION 14.055
IN CHAPTER 14 OF THE MUNICIPAL CODE ENTITLED “FINANCIAL ASSURANCE
FOR SITE GRADING AND DRAINAGE” OF THE VILLAGE OF SOMERS
REGARDING FINANCIAL ASSURANCE TO ENSURE COMPLIANCE WITH
GRADING AND DRAINAGE WORK**

WHEREAS, the Village of Somers currently regulates matters of finance and taxation, including payment to the Village; and

WHEREAS, the Village of Somers finds that uncontrolled grading and drainage work from land development and land disturbing activity can have significant adverse impacts upon local water resources and the health, safety and general welfare of the community, and diminish the public enjoyment and use of natural resources, including by increasing runoff volumes and peak flood flows, degrading or altering streams, wetland and other water features, and overburdening storm sewers, drainage ways and other storm drainage systems;

WHEREAS, financial assurance is necessary in order to ensure compliance with and a good faith execution of the approved plans and conditions for site grading and drainage;

WHEREAS, the Village Board has determined that this ordinance to be in the best interest of the Village of Somers and its residents.

NOW, THEREFORE BE IT RESOLVED, The Village Board of the Village of Somers, Kenosha County, Wisconsin, does hereby ordain as follows:

SECTION 1: Section 14.055 of Chapter 14 Entitled “Financial Assurance for Site Grading and Drainage,” is hereby created as follows:

FINANCIAL ASSURANCE FOR SITE GRADING AND DRAINAGE

- (a) **Purpose** - All applicants are required to submit a financial assurance to ensure compliance with the approved plans and conditions for any grading and drainage work.
- (b) **Definitions** - For purposes of this section:
 - (1) "agent" shall mean the person, director, partner, registered agent or corporation who signs the application for a building permit for the owner of the parcel.
 - (2) "owner" shall mean any person or legal entity who holds legal title to or having an ownership interest in the property at the time the building permit is issued.

(b) **Financial Assurance** - Before the issuance of any building permits for any dwelling unit, commercial building, industrial building, institutional building, or for any structure which will require any grading or drainage work, the owner, or the owner's agent, shall pay the Village the sum of \$1,500 in the form of a cash bond, surety bond, performance bond or irrevocable letter of credit to guarantee a good faith execution of the approved plans and conditions for the grading or drainage work.

(c) **Requirements** - Such financial assurance shall guarantee that all site grading and drainage work shall be completed in accordance with the approved development survey and the following requirements:

(1) All required culverts and all other required drainage structures or appurtenances shall be:

- a. of the required size, gauge, class or length;
- b. properly installed at the required elevations and location;
- c. in an undamaged condition;
- d. free of any silt or other deposits.

(2) All required ditches, swales, drainage easements and waterways located within the boundaries of the involved parcel or within Village road right-of-way lying adjacent to the involved parcel shall be:

- a. graded to the proper gradients and side slopes;
- b. lie at the required elevations and locations;
- c. have been seeded or sodded and covered with healthy growing grass.

(3) The proposed finished yard elevation around the perimeter of any new structure shall be established by the subdivision grading plans or set by the Village Engineer, and the entire building site shall be graded to the required elevations and contours as shown on the building permit survey and shall be seeded or sodded and covered with healthy growing grass.

(4) All roof drainage and sump pump flowage shall be outletted pursuant to the Village Engineer's instructions and shall not saturate, accumulate or damage the property of any other parcel.

(5) The premises shall be cleared of all rubbish, debris or unused materials.

(6) The owner and agent shall be required to sign the Site Grading Certificate of Compliance and receive a copy of general instructions for items (1) through (5) at the time the building permit is issued. The instructions indicate that the site must be restored within 270 days of occupancy.

(7) Final Grading must be done in accordance with the Master Grading Plan, and an "As-Built Grading Certificate" from the Surveyor must be submitted to and approved by the Building Inspector.

(d) **Inspection** - After the occupancy permit is issued by the Village Building Inspector, the Village Building Department shall send a letter notifying the owner that the residence shall be inspected at the end of 270 days for compliance with par. (c), above.

(e) **Refund** - If the inspection as described in par. (d), above reveals that all the requirements listed in par. (c) have been met, the financial assurance shall be released upon written recommendation of the Village Building Inspector. If the inspection does not meet such requirements, the Building Inspector shall notify the owner in writing of the deficiencies which must be corrected within 60 days. If the 60 days extends beyond October 31, then a re-inspection shall be performed by May 1, of the following year.

(f) **Completion by Village** - All grading, drainage and cleanup work shall be completed within 270 days after the issuance of the occupancy permit with respect to the building or structure for which the building permit was issued. In the event that all the work is not completed within the 270 day period, the Village may have the work completed and charge any costs related to cleanup, drainage, or grading work against the financial assurance, with the balance of the financial assurance to be refunded. In the event the financial assurance is inadequate to pay for all costs, the owner shall pay any deficiency to the Village on demand.

SECTION 2: Severability. Several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a decision of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision and shall not affect the validity of any other provisions, sections or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

SECTION 3: This Ordinance shall take effect and be in full force and effect after its passage and publication as required by law.

Adopted by the Village Board of the Village of Somers, Kenosha County, Wisconsin, this ____ day of _____, 2025.

Attest:

Wendy Burnette, Village Clerk

George Stoner, President



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

WORK SESSION: Nov. 4, 2025

TO: Village President Stoner and Board of Trustees

PREPARED BY: Jim Hurley, Village Administrator

REVIEWED BY: Kevin Poirier, Assistant Village Administrator

AGENDA ITEM: #12 Action on Resolution No. 2025-014 a resolution honoring the life and service of Village Attorney Jeffrey Davison.

SUMMARY:

As you are aware, the Village's long-time attorney Jeff Davison passed away on September 20, 2025. In recognition of Jeff's contributions to the Village, Trustee Nelson prepared a resolution to honor his services for over 40 years.

PRIOR ACTION TAKEN:

This item was discussed at the Nov. 4 Village Board Work Session. A similar Resolution will be presented to the Town Board.

ATTACHMENTS:

Proposed Resolution

RESOLUTION NO. 2025-014

A RESOLUTION HONORING THE LIFE AND SERVICE OF VILLAGE ATTORNEY, JEFFREY DAVISON

WHEREAS, it is with deep respect and profound sorrow that the Village Board of Trustees of the Village of Somers acknowledges the passing of Jeffrey Davison on September 20, 2025, who faithfully and honorably served as Town of Somers and Village Attorney for over forty (40) years; and

WHEREAS, Attorney Davison brought to the position a high level of professionalism, integrity, legal acumen, and a steadfast dedication to the public good, consistently providing sound legal guidance to the Village Board, staff, and community; and

WHEREAS, during his tenure, he played a vital role in shaping Village policies, reviewing and drafting ordinances, representing the Village in legal matters, and ensuring that the actions of the Village were consistent with all applicable laws and ethical standards; and

WHEREAS, his wisdom, patience, and commitment to public service earned the trust and respect of colleagues, elected officials, and the residents of the Village of Somers and

WHEREAS, the Village of Somers extends its deepest sympathy to the family, friends, and loved ones of Jeffrey Davison, and expresses its gratitude for a life dedicated to public service and the rule of law;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustee of the Village of Somers that we do hereby honor and remember the distinguished life and service of Village Attorney Jeffrey Davison and recognize with gratitude his lasting contributions to our community.

BE IT FURTHER RESOLVED that a copy of this Resolution be presented to the family of Jeffrey Davison as a token of the Village’s appreciation and respect.

PASSED AND ADOPTED this ____ of _____, 2025

VILLAGE OF SOMERS

By:

Attest:

George Stoner, President

Wendy Burnette, Clerk/Treasurer



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

WORK SESSION: Nov. 4, 2025

TO: Village President Stoner and Board of Trustees

PREPARED BY: Jim Hurley, Village Administrator

REVIEWED BY: Kevin Poirier, Assistant Village Administrator

AGENDA ITEM: #13 Action on Resolution no. 2025-015 a Resolution to add Johnson Financial Group as a Village depository of Village funds.

SUMMARY:

Trustee Ostby and I met with representatives from Johnson Bank to discuss the financial outlook of the Village, upcoming capital projects, possibly depositing funds, and potential rates for investments. As a first step, Johnson Bank expressed interest in joining the Village's list of public depositories.

Adding Johnson Bank will offer more competition to potentially diversify deposits, and a greater range of rates.

ATTACHMENTS:

Proposed Resolution no. 2025-015

Proposed Agreement

RESOLUTION NO. 2025-015

A RESOLUTION TO ADD JOHNSON FINANCIAL GROUP AS A VILLAGE DEPOSITORY OF VILLAGE FUNDS

WHEREAS, Section 34.05(1) of the Wisconsin Statutes provides for the designation by the Village Board of the public depositories in which Village funds may be deposited; and

WHEREAS, the Administrator recommends designation of the below-listed banks and institutions as Village depositories; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustee of the Village of Somers that the following institution is hereby designated as a public depository for the Village of Somers:

Bank

- Johnson Financial Group
- Tri City National Bank
- Educators Credit Union
- State Bank of the Lakes
- First American Bank

Trust Fund

- Local Government Investment Pool
- Pershing Investment
- Schwab Investments
- Baird

BE IT FURTHER RESOLVED, that the above stated depositories be authorized to maintain time deposits, demand deposits, and savings deposits and that the surety bond not be required unless specifically requested of the institution by the Administrator.

BE IT FURTHER RESOLVED, that this resolution supersedes all previous resolutions of the Village Bond designated public depositories.

PASSED AND ADOPTED this ____ of _____, 2025

VILLAGE OF SOMERS

By:

Attest:

George Stoner, President

Wendy Burnette, Clerk/Treasurer

Company Name:
EIN#:
CIS:



JohnsonFinancialGroup.com

Johnson Bank Collateralized Deposit Agreement

This Agreement is made and entered into by and between Johnson Bank (the "Bank") and the customer set forth below (the "Customer").

1. Description of the Collateralized Deposit Program. The Collateralized Deposit Program (the "Program") includes a daily review of the balance in the customer bank accounts (the "Bank Accounts"). Should the cumulative balance of the Bank Accounts exceed the amount insured by the Federal Deposit Insurance Corporation, the Wisconsin Public Deposit Guarantee Fund and letter of credit supporting Customer deposits, the account balances in excess of said amount (the "Excess Deposit Balance") will be collateralized.

2. Bank Accounts. The Customer hereby agrees that the rules and regulations of the Bank from time to time applying to bank accounts generally (including, without limitation, the rate of interest, if any, and the assessment and collection of service charges, if any) shall govern the Bank Accounts; provided, however, in the event of conflict between such rules and regulations of the Bank and the provisions of this Agreement, this Agreement shall control the operation of the Bank Account. Except as herein provided, Bank Accounts shall operate in all respects as conventional bank accounts and shall be subject to service charges under the Bank's rules regarding Bank Accounts generally. The Customer may continue to make deposits to and withdrawals from the Bank Accounts at any time and by any accepted means.

3. Excess Deposit Balance Limitation (mark only one choice):

No Limit - There is no limit as to the Excess Deposit Balance that will be collateralized.

Limited - Collateral will only be provided for the Excess Deposit Balance up to \$_____

4. Granting of the Security Interest. The Bank hereby pledges the Securities as collateral to secure its obligation to pay the amount of the Excess Deposit Balance in accordance with their terms. Eligible collateral includes Government Securities which are defined as securities that are direct obligations of, or whose principal and interest are guaranteed by, the United States government, its agencies, or government-sponsored enterprises, The bank agrees to pledge securities with a market value equal to or greater than 100% of the Excess Deposit Balance secured by this type of security. This Agreement is entered into pursuant to Chapter 34 of the Wisconsin Statutes. The Bank hereby grants the Customer a security interest in the collateral listed in the Collateral Register, which secures the Excess Deposit Balance as described in Section 1. Collateral may be substituted or withdrawn provided the market value or par value of the substituted collateral equals or exceeds the Excess Deposit Balance, subject to any limitations defined in Section 3, unless otherwise agreed in writing. Any such substitution shall be reflected in the Collateral Register maintained by the Bank. The Bank shall maintain a Collateral Register and provide updates based upon the option checked in Section 8. In the event of default as defined under §34.01(2), Wis. Stats., the Customer shall have all rights and remedies under the Wisconsin Uniform Commercial Code and applicable law.

5. Fractional Interests. The Customer acknowledges that their interest in the Securities pledged as collateral may constitute a fractional share, and that the remaining interests in such Securities may be pledged to other customers of the Bank. The Customer understands that they might not receive a full, separate security just for their deposit.

6. Substitution, Withdrawal, and Addition of Collateral. The Bank is authorized to withdraw and substitute other collateral for the Collateral withdrawn, or any part thereof, provided that the substituted collateral meets one of the following criteria:

- (a) The par value of the substituted collateral equals or exceeds the par value of the collateral withdrawn.

- (b) The market value of the substituted collateral equals or exceeds the market value of the collateral withdrawn.
- (c) The par value of the substituted collateral equals or exceeds the unpaid principal balance of the collateral withdrawn.

Market value, if applicable, shall be determined by the Bank in its sole discretion. Withdrawals and substitutions under this paragraph shall not require the prior consent of the Customer unless the Customer's security interest is terminated or such would result in a reduction of the secured value below the Excess Deposit Balance or termination of the Customer's security interest. The Bank may also pledge additional collateral at any time, which shall be included in the Collateral Register. All withdrawn or replaced collateral shall be free of any security interest granted to the Customer without further action required. The Customer hereby consents to the Bank's periodic withdrawal and substitution of collateral, provided that such actions comply with the substitution criteria outlined in this Agreement.

7. Choice of Law. This Agreement shall be governed by the laws of the State of Wisconsin, including the Wisconsin Uniform Commercial Code and Chapter 34, Wis. Stats

8. Confirmations to Customer. The Bank will confirm in writing (U.S. Mail, electronic mail, courier or otherwise, as determined by Bank) the letters of credit supporting Customer deposits, if any, the Customer's Excess Deposit Balance and the specific Securities (specifying the Security's issuer, maturity date, coupon rate, par value, market value, either the CUSIP or mortgage-backed security pool number and the fractional interest, if applicable) that are the collateral for the Excess Deposit Balance **(mark only one choice):**

- Daily** – at the end of each banking day that the Excess Deposit Balance is greater than zero.
- Weekly** – no less often than each business week.
- Monthly** – no less often than monthly.
- Quarterly** – no less often than quarterly.

Designated Contacts:

Customer may designate up to two (2) contacts to receive electronic mail for collateral change notification.

Name	Telephone Number	E-mail
_____	_____	_____
_____	_____	_____

9. Custodian of Securities. In order to perfect the security interest of the Customer in Securities that act as collateral for the Excess Deposit Balance, the Bank has transferred such Securities to Bankers Bank (hereinafter the "Custodian"), which is qualified under applicable law to serve as a custodian of the Securities. The Bank and the Customer hereby agree that the Custodian shall be the Customer's agent for the purpose of possessing said Securities and perfecting the Customer's security interest in said Securities. In order to ensure the perfection of the security interest in Securities that act as collateral for the Excess Deposit Balance, the Bank shall not substitute collateral held by the Custodian unless such substitution complies with the criteria set forth in Section 6 of this Agreement and is reflected in the updated Collateral Register. The Bank will pay all expenses associated with the Custodian providing its services. A copy of the Collateral Custodial Agreement executed by and between the Bank and Custodian is available for examination by the Customer at the Bank's main office during regular banking hours. In the event the Bank shall have defaulted in its obligation to repay the Excess Deposit Balance, the Custodian shall liquidate the Securities and use the proceeds thereof to fulfill the Bank's repayment obligation. In no event shall the Customer receive more than the Excess Deposit Balance and any interest accrued thereon. The Securities are not insured by the Federal Deposit Insurance Corporation (F.D.I.C.) and are subject to investment risks, including possible loss of principle. If the Bank fails (i) Customer will be a secured creditor, but (ii) Customer may become an unsecured general creditor to the extent that the market value of the Securities used as collateral falls below the Excess Deposit Balance.

10. Reports to Custodian. The Bank will confirm to the custodian in writing (via U.S. Mail, electronic mail, courier, or other method as determined by the Bank) the Customer's Excess Deposit Balance and the specific Securities (including any fractional interest, if applicable) that serve as collateral for the Excess Deposit Balance. This confirmation will occur when the excess Deposit Balance is greater than zero, and in no event less frequent than the confirmations delivered to the Customer under Section 8.

11. Termination. Should the Bank desire to terminate this Agreement, it must give the Customer no less than ten (10) calendar days prior notice of its intent to terminate. The Customer may terminate this Agreement by giving the Bank notice of intent to terminate at any time. Upon termination, the disposition of the Bank Accounts shall then be governed by the ordinary rules and policies of the Bank governing bank accounts generally, including, without limitation to Bank's right of setoff. Upon the Bank paying out an accounting for all or any portion of the Bank Accounts, any Collateral pledged under this Agreement to secure such Bank Accounts shall be released from the security interest created hereunder.

12. Certain Matters Unrelated. The interest rate on Bank Accounts is unrelated to the interest rate on the Securities. Unless and until the Bank shall have defaulted in its obligation to repay the Excess Deposit Balance, the Bank shall have the right to receive interest paid on the Securities. Moreover, the amount of the Excess Deposit Balance on any given day is fixed, and will not fluctuate, even though the market value of the Securities may rise or fall. The obligation to pay Excess Deposit Balance in most cases will be paid from the general banking assets of the Bank, rather than from proceeds from the sale of the Securities. The Bank is responsible for ensuring that the market value or par value of the Securities pledged as collateral continues to meet the requirements set forth in Section 6 of this Agreement, including in the event of substitution or withdrawal.

13. Miscellaneous. The Customer shall not assign or transfer any rights under this Agreement. No enumeration or recital of any remedy shall waive or bar any other remedy available to either part at law or equity. The terms of this Agreement contain the entire agreement between the parties and shall not be varied by any oral or written communication prior to or at the time of execution of this Agreement. This Agreement may be amended by the mutual consent of the parties. This Agreement supersedes prior agreements regarding the collateralization of the Customer's deposits, if any, which prior agreements are hereby terminated by mutual assent, notwithstanding any terms contained therein to the contrary.

NOTICE

THIS AGREEMENT PROVIDES IMPORTANT LEGAL RIGHTS, DUTIES AND LIMITATIONS, INCLUDING THE ABSENCE OF DEPOSIT INSURANCE ON THE SECURITIES. READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT PROVIDES FOR IMPORTANT LEGAL RIGHTS AND DUTIES. ASK QUESTIONS ABOUT ANY PROVISIONS YOU DO NOT FULLY UNDERSTAND BEFORE SIGNING. YOU WILL RECEIVE A SIGNED COPY OF THIS AGREEMENT.

_____	JOHNSON BANK
Company	_____
_____	_____
Address	Address
_____	_____
City, State, Zip	City, State, Zip
By: _____	By: _____
Authorized Signer	_____
_____	_____
Title	Title
_____	_____
Date	Date



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

MEETING DATE: Nov. 11, 2025

TO: Village President Stoner and Village Trustees

PREPARED BY: Jim Hurley, Administrator

REVIEWED BY: Kevin Poirier, Assistant Administrator

AGENDA ITEM: #14 Action on Ordinance 2025-010, an Ordinance to repeal and recreate chapter 11 entitled “sale of alcohol beverages,” section 11.05 entitled “licenses required,” subsection (d) entitled “license investigation,” of the Village of Somers municipal code.

SUMMARY:

Currently, the Village Code does not allow the Village Board to review a liquor license application until after receiving all approvals from the Fire Department, and the Building Inspector, including certificate of occupancy. Due to hearing requirements, this could add 3-6 weeks before an applicant can begin purchasing, stocking or selling liquor.

The proposed amendment would allow the Village Board to review an application in advance of receiving building occupancy. The Board will have the option to conditionally grant a license. The conditional grant only serves to streamline the application review process for applicants who may not yet have a building or meet all the other requirements for formal issuance of the license. State law does not permit the final issuance of a license until all requirements have been met for the application.

After receiving building occupancy and related approvals, the Clerk/Treasurer will be the person responsible for ensuring all necessary requirements and conditions of the conditional grant have been satisfied by the applicant prior to issuing the license.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to waive first reading of Ordinance No. 2025-010”

“Motion to approve Ordinance 2025-010, an Ordinance to repeal and recreate chapter 11 entitled “sale of alcohol beverages,” section 11.05 entitled “licenses required,” subsection (d) entitled “license investigation,” of the Village of Somers municipal code.”

ATTACHMENTS

Proposed Amendment to the Liquor License Ordinance.

Ordinance No. 2025-010.

AN ORDINANCE TO REPEAL AND RECREATE CHAPTER 11 ENTITLED “SALE OF ALCOHOL BEVERAGES,” SECTION 11.05 ENTITLED “LICENSES REQUIRED,” SUBSECTION (D) ENTITLED “LICENSE INVESTIGATION,” OF THE VILLAGE OF SOMERS MUNICIPAL CODE.

WHEREAS, the Village of Somers currently regulates the application, review and issuance of alcohol beverage licenses in Village of Somers Municipal Code Chapter 11 and the investigation and qualification for alcohol beverage licenses in Sections 11.05 and 11.06 respectively; and

WHEREAS, the Village of Somers seeks to streamline and clarify the process for alcohol beverage licenses within the Village of Somers by allowing for the conditional grant of such licenses including as related to the construction of new buildings, renovations, and businesses not in operation at the time of application submittal; and

WHEREAS, the Village Board of the Village of Somers is authorized to enact regulations related to the sale of alcohol beverages pursuant to §125.10(1), Wis. Stats. including regulations related to the investigation and qualifications for licenses and the conditional grant of such licenses; and

WHEREAS, the Village Board recognizes the practical need and benefit to allow for the review of applications for alcohol beverage licenses for premises prior to the completion of construction of the premises or prior to all requirements of Wisconsin Statutes Chapter 125 or Village Code Chapter 11 being met and the benefit of allowing the conditional approval of an application conditioned upon satisfaction of the same requirements prior to issuance of said license.

NOW, THEREFORE BE IT RESOLVED, The Village Board of the Village of Somers, Kenosha County, Wisconsin, does hereby ordain as follows:

SECTION 1. Chapter 11 Entitled “Sale of Alcohol Beverages,” Section 11.05 Entitled “Licenses Required,” Subsection (D) Entitled “License Investigation,” of the Village Of Somers Municipal Code is hereby repealed and recreated as follows:

11.05 Licenses Required

D. License Investigation. Each application for license whether an initial application or renewal thereof, shall be subject to investigation by the Sheriff or other law enforcement agency, who shall render such report to the Board, and to inspection of the premises by the Building Inspector and the Fire Chief.

- 1) Inspection officials shall, when requested by the Board, furnish in writing the information derived from such investigation accompanied by a recommendation as to whether the license should be granted or refused. No license shall be renewed without a re-inspection of the premises and report as originally required. In determining the

suitability of an application, consideration should be given to the moral character and financial responsibility of the applicant, the appropriateness of the location and the premises, and the general fitness of the applicant.

- 2) Inspections required by this section for either initial or renewal applications shall be made by the appropriate officials as soon possible after applications or complaints are filed with the Clerk/Treasurer. In the event that applications for renewal which are not timely made or initial applications for licenses which shall become effective during the licensing year but after July 1st are filed, the application may be granted by the Board, but shall not be issued by the Clerk/Treasurer until the required inspections have been made and favorable reports filed with the Board. If such reports shall be satisfactory, the Board shall instruct the Clerk/Treasurer to issue the license.
- 3) The results of the investigation by the Sheriff or other law enforcement agency, together with the results of the inspections performed by the Building Inspector and Fire Chief shall be reviewed by the Board for compliance with § 125.04, Wis. Stats., and § 11.06 of these ordinances. The Village President may appoint one or more members of the Board to act as a committee to review the results of the investigation and inspections and to make a recommendation to the Board.
- 4) Except as noted in this section, no license application shall be considered for action by the Board unless all investigations and inspections have been completed and the results of the same are received by the Board no later than 12:00 noon on the Friday preceding the Board meeting at which action on the application is contemplated.

Notwithstanding the provisions of Section 11.05(D) to the contrary, in the event an application is for a proposed premises which is set to be newly constructed or an existing premises upon which major alteration, addition, renovation or other similar work is required for occupancy or for which the proposed premise is not yet open for business, the Board may consider the application and grant a license on the condition that the license shall not be issued until the applicant meets the qualifications set forth in Ch. 125, Wis. Stats. and the Village code, pays the applicable fees, completes such construction, alteration, addition, renovation or other work being completed as necessary to operate under the application, and until the required inspections have been made and favorable reports filed. The Clerk/Treasurer shall be authorized to complete the final review of the application for satisfaction of said conditions in accordance with the Board's conditional grant of the license. The applicant shall have up to six months to satisfy all conditions of the conditional grant.

The applicant shall notify the Clerk/Treasurer upon completion of the work, obtaining of necessary permits, payment of fees, and satisfaction of all conditions of the conditional

grant of the license as required by the Board and the requirements and qualifications set forth in Ch. 125, Wis. Stats. and the Village code.

The Clerk/Treasurer shall then verify whether the applicant has completed such construction, alteration, addition, renovation or other work, has satisfied the requirements set forth in Ch. 125, Wis. Stats. and the Village code, has paid all applicable fees, and satisfied all conditions imposed by the Board as part of the conditional grant of the license. The Clerk/Treasurer shall also review and verify all required inspections have been completed and that any required reports or recommendations on the application are favorable and satisfactory. The Clerk/Treasurer shall issue the license if all qualifications and requirements have been satisfied by the applicant. The Clerk/Treasurer may refer the application back to the Board in the event at their discretion, if they believe further consideration of the application by the Board is necessary or beneficial.

SECTION 2. Severability. The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a decision of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

SECTION 3. This ordinance shall take effect and be in full force after its passage and publication as required by law.

Adopted by the Village Board of the Village of Somers, Kenosha County, Wisconsin, this _____ day of _____, 2025.

George Stoner, Village President

Attest:

Wendy Burnette, Village Clerk-Treasurer



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

MEETING DATE: November 11, 2025

TO: Village President Stoner and Village Trustees

PREPARED BY: Kevin Poirier, Assistant Administrator

REVIEWED BY: Jim Hurley, Village Administrator

AGENDA ITEM: #15 Action on proposed contract with Kenosha County Sheriff's Office for Law Enforcement Services for 2026

BACKGROUND:

The contract with the Kenosha County Sheriff's Office for law enforcement services expires on December 31, 2025. Last week, staff received the updated contract for the upcoming year. The total for four full-time deputies in the proposed 2026 contract (one assigned to first shift, two to second shift and one on third) is \$884,934.98, an increase of \$26,559.98 over last year.

Animal Control services are part of the contract but charged separately for \$65.89/hour plus expenses. This is the same hourly fee as the current year.

The average hourly rate for a deputy increased from \$63.95 to \$66.22. Averages are used as deputies get two raises, one at the beginning of the year, the other on July 1. Cost of labor calculations are in the yellow boxes on pages 10 and 11 of the attached proposed 2026 contract. Average overtime rates increased proportionally and will be \$78.27 for the first half of the year, and \$79.45 for the second. The contract included 60 hours of overtime.

Mileage is estimated at the Federal rate of .70 cents per mile

That contracted amount is allocated to the 2026 Budget and will be presented at our upcoming Budget Work Session.

PRIOR ACTION TAKEN:

This item was presented to the Board at the Nov. 4 Work Session.

FINANCIAL OR BUDGET CONSIDERATION:

That amount has been allocated to the 2026 Budget that the Village Board has been reviewing.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to approve contract with Kenosha County Sheriff’s Office for Law Enforcement Services for 2026.”

ATTACHMENTS:

Proposed Sheriff’s Contract for 2026

**AN AGREEMENT FOR GENERAL LAW ENFORCEMENT SERVICES
TO BE PROVIDED BY THE COUNTY OF KENOSHA, WISCONSIN TO
THE VILLAGE OF SOMERS, WISCONSIN**

This agreement is entered into this 1st day of January 2026, by and between Kenosha County, hereafter referred to as the County, the County Sheriff, hereafter referred to as the Sheriff, and the Village of Somers, Wisconsin, hereafter referred to as the Village. This agreement term will end on December 31, 2026.

WHEREAS, the Village desires to purchase general law enforcement services (police protection) within the Village, additional to those services which the Sheriff is required to provide by statute, the Village being willing to assume the cost of this protection, and

WHEREAS, the County is willing to provide these additional general law enforcement services (police protection) to the Village under certain terms and conditions.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. STATEMENT OF AGREEMENT

Kenosha County, Wisconsin and its Sheriff agree to provide general law enforcement services to the Village of Somers located in Kenosha County, Wisconsin, and the Village of Somers agrees to engage the County through its Sheriff to provide such service in accordance with and subject to the terms of this Agreement.

2. LEGAL BASIS

This Agreement is authorized by the provision of Wisconsin Statutes §66.0301, 61.65, 59.03 and pursuant to Kenosha County Board Resolution, and the Village of Somers Board of Trustees Resolution.

3. GENERAL LAW ENFORCEMENT SERVICES DEFINED

General law enforcement services consist of patrol and investigation and all auxiliary and technical services in support of patrol and investigation as may normally be provided by a municipal police force under the laws of the State of Wisconsin. It shall include the enforcement of all applicable laws in effect in the Village. All references to general law enforcement services contained in this Agreement are references only to services that shall be delivered under the terms of this Agreement. General law enforcement services shall not be construed to include enactment of Village ordinances by the County..

4. DELIVERY OF SERVICES

- 4.1 Services Areas: The Sheriff shall provide general law enforcement services within the corporate limits of the Village of Somers.

- 4.2 Enforcement Responsibilities: The Sheriff shall enforce State Statutes, applicable County ordinances and ordinances of the Village. The Sheriff shall not be required to assume any other enforcement duty or function not consistent with those customarily performed by the Sheriff under the Statues of this State.

- 4.3 Quantity of Regular Service: The Sheriff shall deliver thirty two (32) hours of regular general law enforcement services each day in addition to law enforcement services now delivered to the Village by the Sheriff.
- 4.4 Delivery of Service:
- 4.4.1 The Sheriff shall provide four (4) full-time Kenosha County uniformed deputies each of whom shall be equipped with one (1) marked, fully-equipped patrol car (including radar) and who shall each patrol the Village seven (7) days per week for eight and a quarter (8.25) hours each shift. Law enforcement services will be provided such that, one (1) deputy shall be assigned to the first shift, two (2) deputies shall be assigned to the second shift and one (1) deputy shall be assigned to third shift.
- 4.4.2 The actual hours of patrol shall be agreed upon from time to time between the Sheriff and the representatives of the Village designated pursuant to Section 4.10 and shall remain confidential.
- (a) Flexibility in Delivery of Service: In order to provide flexibility in the delivery of such services, the Sheriff will attempt to designate one (1) individual deputy per shift to be assigned to work the Village of Somers for a period of one (1) year.
- 4.5 Additional Service: In addition to the regular service as provided for in Section 4.4 of this Agreement, the County shall provide sixty (60) additional man-hours of law enforcement services per year to be used in a manner mutually agreed upon by the Village Board and the Sheriff. Any service in addition to that specified in 4.3, 4.4 or preceding parts of 4.5 shall be provided at the rate of Exhibit A.
- 4.6 Reporting: The Sheriff shall provide to the Village a monthly report of activities generated as a result of this contract. This report shall include response time and the number of calls for service in the Village, reported crimes, traffic citations, Village and County ordinance violations and designated village Deputy(s) activity. The monthly report referred to herein shall be delivered to the representative of the Village designated pursuant to Section 4.10.
- 4.7 Service Management: The planning, organization, hiring, assigning, scheduling, direction, supervision, discipline, and dismissal of the Sheriff's personnel and all other matters incident to the delivery of general law enforcement services to the Village shall be as determined by the Sheriff. The Sheriff shall retain exclusive authority over the activities of his personnel working in the Village and may utilize such personnel on non- Village matters in the event of an emergency or as otherwise deemed necessary. In the event the Sheriff, through emergency or necessity, utilizes the personnel for non- Village matters for more than two (2) hours per instance, the Sheriff shall deduct pro rata such time used from the Village monthly bill. A District Squad will be utilized to backfill the Village Squad when/If the Village Squad is out of the Village.
- 4.8 Responsiveness: The Sheriff shall give prompt consideration to all requests of the Village regarding the delivery of general law enforcement services. The Sheriff shall make every effort to comply with these requests if they are consistent with good law enforcement practices, but the Sheriff shall retain final authority to make the final decision as to the manner in which such services shall be rendered. All such requests shall be made by the Village through its designated representatives pursuant to Section 4.10 and, except in cases of emergency, shall be made through appropriate Sheriff's Office supervisory personnel.
- 4.9 Dispute Resolution: Any conflict between the parties regarding the extent or manner of performance of the general law enforcement services delivered to the Village shall be resolved by the mutual agreement of the parties.

- 4.10 Representatives: The Village hereby designates the Village Administrator as its designated representative for matters pertaining to this contract. The Village and the Sheriff shall confer upon matters concerning the delivery of general law enforcement services to the Village and shall meet to receive requests, complaints or suggestions for the implementation of the delivery of such services. A command officer, designated by the Sheriff, shall attend the quarterly Village work session meetings on a quarterly basis. It is the intention of the parties that the monthly reports furnished pursuant to Section 4.6 shall be discussed between the designated Sheriff's Office supervisor and the Village designee. Additional meetings may be set forth as necessary upon request of the Village &/or Sheriff.
- 4.11 Arrests: Citations: In all instances except those requiring the issuance of state charges, arrests and/or citations issued or made by deputies assigned under this Agreement shall be made under the Village ordinances and forfeitures under Village ordinances shall be paid to the Village. It is specifically understood by the County and the Sheriff that it is of great material consideration that all arrests/citations possible be resolved through the Village Municipal Court rather than through Circuit Court. As such, the Sheriff warrants that to the extent feasible, all arrests and/or citations will be written through the Village Municipal Court.
- 4.12 Courtroom Time: Deputies assigned under this contract shall cooperate with the Village Attorney in prosecuting Village ordinance violations. It is further agreed that the Sheriff, wherever possible, will cooperate with the Village Municipal Court in scheduling the deputies to perform the services herein, so as to permit a deputy to testify in court during his regularly scheduled shift in an effort to minimize overtime for court appearances.

5. RESOURCES

- 5.1 County Responsibilities: Except as otherwise stipulated, the County shall furnish all labor, equipment, materials, vehicles, communication systems, facilities, and supplies required to provide general law enforcement services to the Village.
- 5.2 Village Responsibilities: The Village shall provide and maintain an office, including access to a photocopying machine suitable for the use of the Sheriff's personnel providing general law enforcement services to the Village. The Village furthermore agrees to assume the responsibility and associated costs for prosecuting any Village ordinance violations and furthermore agrees to budget, tax and levy for the expenses and costs associated with this contract. The Village shall promptly give the Sheriff written notice of any Court decision or ruling which determines a Village ordinance to be unlawful or unconstitutional.
- 5.3 Individual Ownership: The County and the Village shall retain title to the property each may acquire to fulfill its obligations under this Agreement. Upon the termination of this Agreement, each party may dispose of its property as it sees fit.

6. LIABILITY

- 6.1 County: Except as hereinafter set forth, and without waiving any rights or defenses under State or Federal law, the County shall assume liability for, defend against all claims, judgments and legal action, and all costs or damages for injury to person or property caused by the negligence or errors of the Sheriff's personnel in providing general law enforcement services to the Village.
- 6.2 Village: The Village shall assume liability for, defend against, and exempt and hold harmless the County from (1) all claims, judgments and legal action, costs or damages for intentional or negligent injury to person or property caused by the Village, and (2) all costs

or damages for intentional or negligent injury to person or property arising out of the lawful enforcement of a Village ordinance, it being the intent of the parties hereto that the Village shall assume liability in all respects for any loss caused as a result of the unconstitutionality, vagueness or other impropriety of a Village ordinance.

7. PERSONNEL

- 7.1 Employee Status: All persons employed by the Sheriff in providing general law enforcement services to the Village shall be trained County officers or employees entitled to wages and benefits as may result due to collective bargaining solely between the County and the Deputy Sheriff's Association. Such officers and employees shall be responsible solely to the Sheriff, and shall have all the authority of any other Sheriff's deputy, and furthermore they shall not have any benefit, status or right of the Village employment.
- 7.2 Employee Selection: All deputies engaged in law enforcement service under the terms of this contract shall be selected and employed pursuant to the Kenosha County Civil Service Ordinance.
- 7.3 Payment: The Village shall not be liable for and shall not make the direct payment of salaries, wages or other direct or indirect compensation to County officers or employees providing general law enforcement services to the Village and the Sheriff shall hold the Village harmless from and indemnify the Village for such costs.
- 7.4 Indemnity: The Village shall not be liable for indemnity to any County officer or employee for injury or sickness of the deputy arising out of his employment in providing general law enforcement services to the Village, it being understood that the Village is compensating the County for Workmen's Compensation Insurance as part of administrative costs incidental to this contract.

8. MUNICIPAL AGENCY

For the sole purpose of giving official status to their acts when performing municipal functions within the scope of this Agreement, every County officer or employee assigned to and engaged in providing general law enforcement services to the Village shall be considered and appointed an employee of the Village, and for no other purposes. This provision shall be implemented by a Village ordinance.

9. FEES

- 9.1 Total Sum: The Village shall pay the County monthly the sum designated on the attached Exhibit "A" as and for general law enforcement services provided herein (including all related administrative costs), said payment to be adjusted as provided in this contract. Said payment to be made by the 12th day of each month to the Kenosha County Treasurer. Related administrative costs (i.e. costs incurred by the County but for this contract) are set forth in Exhibit "B" and shall include, but not be limited due to enumeration, the following: wages, workmen's compensation, repair, replacements, insurance and bonding, social security, fringe benefits, supplies, account and record keeping, training of deputies, supervision, etc.
- 9.2 Computation: Said monthly payment by the Village to the County shall not include any expenses attributable to services or facilities normally provided to all government units within the County as part of enforcement duties and functions customarily performed by the Sheriff under the Statutes of this State where, as per the provisions of Section 4.7 of this contract, said services are for more than two (2) hours per instance.

- 9.3 Billing and Payment: The County shall bill the Village within ten (10) days after the close of any calendar month for which additional services not covered by the monthly payment due the County by the Village were incurred under Section 4.5 of this contract. The Village shall pay for these services within thirty (30) days of receipt of the County's billing.
- 9.4 Records: The County agrees it will keep written records containing the actual County costs in providing the services herein, and the Village shall have the right to inspect these records at any reasonable time.

10. TERM

This Agreement shall take effect on January 1, 2026 and shall continue through December 31, 2026, unless terminated under Section 15 of this contract.

11. MODIFICATION

The terms of this contract may be modified at any time by mutual consent of the signatories of this contract or their successors so as to expand or restrict the scope of this Agreement.

12. SUCCESSORS

This Agreement shall be binding on any and all successors to the signatories of this contract.

13. WAIVER

No waiver of a breach of any of the agreements contained herein shall be construed to be a waiver of any subsequent breach of the same or any other agreement or condition contained in this contract

14. SCOPE

The terms of this Agreement shall be exclusively binding upon all parties to this Agreement and their successors regardless of any prior statements, be they oral or written, made by any party.

15. TERMINATION

This Agreement may be terminated by either party upon six (6) months advance written notice to the other parties of its intention to withdraw. Such notice to be forwarded to the Clerk of the appropriate Board.

16. RENEGOTIATION

Six (6) months prior to expiration, both parties shall meet to determine renewal of the current contract.

17. GOVERNING LAW

The parties agree that this Agreement shall be governed by the laws of the State of Wisconsin and all disputes shall be adjudicated in the Kenosha County Circuit Court.

18. SEVERABILITY

If any provision of this Agreement is held to be unenforceable or invalid for any reason, the remaining provisions will continue in full force and effect and with such unenforceable or invalid provision to be changed and interpreted to best accomplish its original intent and objectives. Each entity is responsible for maintaining its own copy of this Agreement.

19. EXECUTION

Signatories: The party hereto has executed this Agreement at Kenosha, Wisconsin, the day and year first written above.

SHERIFF'S OFFICE

By: _____
David Zoerner, Sheriff

STATE OF WISCONSIN)
) SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 20____, the above named Kenosha County Sheriff, David Zoerner, to me known to be the person and officer who executed the foregoing instrument and acknowledged that he executed the same as the act and deed of the Sheriff's Office of Kenosha County and by his authority.

Notary Public, Kenosha County, WI.
My Commission Expires: _____

COUNTY OF KENOSHA

By: _____
Samantha Kerkman, County Executive

STATE OF WISCONSIN)
) SS.
COUNTY OF KENOSHA)

Personally, came before me this _____ day of _____, 20____, the above named County Executive, Samantha Kerkman, to me known to be the person and officer who executed the foregoing instrument and acknowledged that she executed the same as the act and deed of the Office of Executive of Kenosha County and by her authority.

Notary Public, Kenosha County, WI.
My Commission Expires: _____

VILLAGE OF SOMERS

By: _____
George Stoner, President

By: _____
Wendy Burnette, Clerk/Treasurer

STATE OF WISCONSIN)
) SS.
COUNTY OF KENOSHA)

Personally, came before me this _____ day of _____, 20___, the above named Village of Somers President, George Stoner, and Vilage of Somers Clerk/Treasurer, Wendy Burnette, to me known to be the person and officer who executed the foregoing instrument and acknowledged that they executed the same as the act and deed of the Office of Executive of Kenosha County and by their authority.

Notary Public, Kenosha County, WI.
My Commission Expires: _____.

- Attachments:
Exhibit "A" (s. 9.1)
Exhibit "B" (s. 9.1)
Animal Control Addendum

Exhibit "A"
LAW ENFORCEMENT CONTRACT
Village of Somers
(January 1, 2026- December 31, 2026)

Deputy (top and middle of pay scale per KCDSA labor contract) January 1, 2026-June 30, 2026
 (figures include employer paid benefits: FICA, WRS Prot. Retirement, Health Ins (F), Life Ins., Works Comp, Clothing Allowance)

84 Months	Top:	\$	69,793
36 Months	Middle:	\$	66,317
		\$	136,110 Total

/		2	divide by
	\$	68,055	Average salary/benefits
/		1,040	work hours in this period
	\$	65.44	Average hourly rate
x		5,973	Proposed Hours of coverage
	\$	390,859	Total labor costs (including benefits)

Deputy (top and middle of pay scale per KCDSA labor contract) July 01, 2026-December 31, 2026
 (figures include employer paid benefits: FICA, WRS Prot. Retirement, Health Ins (F), Life Ins., Works Comp, Clothing Allowance)

84 Months	Top:	\$	70,634
36 Months	Middle:	\$	67,106
		\$	137,740 Total

/		2	divide by
	\$	68,870	Average salary/benefits
/		1,040	work hours in this period
	\$	66.22	Average hourly rate
x		6,072	Proposed Hours of coverage
	\$	402,096	Total labor costs (including benefits)

\$ 91,980 Proposed cost for fuel and vehicle maintenance
 (Estimating 131,400 miles traveled at .70/mile)

\$ 884,934.98 Total Cost for 2026 Law Enf Services

\$ 73,744.58 Monthly Fee for Law Enf Services

2026 OT Rate Jan 1 - Jun 30: \$ 78.27

2026 OT Rate Jul 1 - Dec 31: \$ 79.45

Prepared: October 6, 2025
 Prepared by: Kelly Clark

Exhibit "A"
LAW ENFORCEMENT CONTRACT
Village of Somers
(January 1, 2026- December 31, 2026)

Deputy Salary		January 1, 2026-June 30, 2026	
Top:	\$91,478.40	\$91,478.40	Per yr Salary (No Benefits)
Middle:	\$85,800.00	\$85,800.00	Per yr Salary (No Benefits)
FICA			
Top:	\$6,998.10	\$98,476.50	W/ FICA
Middle:	\$6,563.70	\$92,363.70	W/ FICA
WRS Prot. Retirement			
Top:	\$13,538.80	\$112,015.30	W/ FICA & Retirement
Middle:	\$12,698.40	\$105,062.10	W/ FICA & Retirement
Health Ins.			
Top:	\$25,950.00	\$137,965.30	W/ FICA, Ret., and Ins.(F)
Middle:	\$25,950.00	\$131,012.10	W/ FICA, Ret., and Ins.(F)
Life Ins.*			
Top:	\$115.00	\$138,080.30	W/ FICA, Ret., Health (F), and Life
Middle:	\$115.00	\$131,127.10	W/ FICA, Ret., Health (F), and Life
Workers Comp			
Top:	\$1,006.61	\$139,086.91	W/ FICA, Ret., Health (F), Life, and WC
Middle:	\$1,006.61	\$132,133.71	W/ FICA, Ret., Health (F), Life, and WC
Clothing Allowance			
Top:	\$500	\$139,586.91	Per Yr Salary (All Benefits)
Middle:	\$500	\$132,633.71	Per Yr Salary (All Benefits)

*Life Insurance amount is based off of average yearly life insurance of KSD

Deputy OT Rate W/ Fringe		January 1, 2026-June 30, 2026	
Per Hr		OT Rate Per Hr	
Top:	\$43.98	\$65.97	Base OT Rate (No Benefits)
Middle:	\$41.25	\$61.88	Base OT Rate (No Benefits)
FICA			
Top:	\$5.05	\$71.02	W/ FICA
Middle:	\$4.73	\$66.61	W/ FICA
WRS Prot. Retirement			
Top:	\$9.76	\$80.78	W/ FICA & Retirement
Middle:	\$9.16	\$75.77	W/ FICA & Retirement
Avg OT W/Benefits	\$78.27		

Labor Calculations		January 1, 2026-June 30, 2026
		33 Hrs/ Day Per Contract
x	181 Days/Yr	
=	5,973 Hours annually	
x	\$65.44 Avg Hrly Rate	
=	\$390,859	

(4 shifts per day @ 8.25 hrs)

Deputy Salary		July 01, 2026-December 31, 2026		
Top:	\$92,851.20	\$92,851.20		Per yr Salary (No Benefits)
Middle:	\$87,089.60	\$87,089.60		Per yr Salary (No Benefits)
FICA				
Top:	\$7,103.12	\$99,954.32		W/ FICA
Middle:	\$6,662.35	\$93,751.95		W/ FICA
WRS Prot. Retirement				
Top:	\$13,741.98	\$113,696.29		W/ FICA & Retirement
Middle:	\$12,889.26	\$106,641.22		W/ FICA & Retirement
Health Ins.				
Top:	\$25,950.00	\$139,646.29		W/ FICA, Ret., and Ins.(F)
Middle:	\$25,950.00	\$132,591.22		W/ FICA, Ret., and Ins.(F)
Life Ins.*				
Top:	\$115.00	\$139,761.29		W/ FICA, Ret., Health (F), and Life
Middle:	\$115.00	\$132,706.22		W/ FICA, Ret., Health (F), and Life
Workers Comp				
Top:	\$1,006.61	\$140,767.90		W/ FICA, Ret., Health (F), Life, and WC
Middle:	\$1,006.61	\$133,712.82		W/ FICA, Ret., Health (F), Life, and WC
Clothing Allowance				
Top:	\$500	\$141,267.90		Per Yr Salary (All Benefits)
Middle:	\$500	\$134,212.82		Per Yr Salary (All Benefits)

*Life Insurance amount is based off of average yearly life insurance of KSD

Deputy OT Rate W/ Fringe		July 01, 2026-December 31, 2026		
Per Hr		OT Rate Per Hr		
Top:	\$44.64	\$66.96	\$66.96	Base OT Rate (No Benefits)
Middle:	\$41.87	\$62.81	\$62.81	Base OT Rate (No Benefits)
FICA				
Top:	\$5.12		\$72.08	W/ FICA
Middle:	\$4.80		\$67.61	W/ FICA
WRS Prot. Retirement				
Top:	\$9.91		\$81.99	W/ FICA & Retirement
Middle:	\$9.30		\$76.90	W/ FICA & Retirement
Avg OT W/Benefits	\$79.45			

Labor Calculations		July 01, 2026-December 31, 2026	
		33 Hrs/ Day Per Contract	(4 shifts per day @ 8.25 hrs)
x	184 Days/Yr		
=	6,072 Hours annually		
x	\$66.22 Avg Hrly Rate		
=	\$402,096		

EXHIBIT "B"

Pursuant to the provisions of Section 9.1 of this contract, administrative costs shall include, but not limited due to enumeration of the following:

- Wages
- Workmen's Compensation Insurance
- Unemployment Compensation Insurance
- Health Insurance
- Life Insurance
- Paid Vacation
- Cost of Living Adjustment (as negotiated)
- Patrol Cars
- Repair, Replacement and Maintenance of Equipment
- Communications Equipment
- Ammunition
- Insurance Bonding
- Social Security
- All other fringe benefits
- Supplies
- Accounts and Record Keeping
- Training of Deputies
- Supervision
- Legal Consultation
- Disability Benefits

**ADDENDUM A TO GENERAL LAW ENFORCEMENT SERVICES TO BE PROVIDED
BY THE COUNTY OF KENOSHA, WISCONSIN TO THE VILLAGE OF SOMERS ,
WISCONSIN**

Kenosha County, Wisconsin and the Sheriff (hereafter referred to as the "Sheriff" and the "County"), and the **VILLAGE OF SOMERS** (hereafter referred to as the "Village"), enter into an Agreement for General Law Enforcement services on an annual basis to provide general law enforcement services (the "Agreement"). This Agreement is now hereby expanded by this Addendum. This Addendum shall be considered an integral part of the Agreement and both parties agree to abide by the terms and conditions stated herein. Unless context clearly requires otherwise, all expressions and terms defined or used in the Agreement shall have the same meaning in this Addendum.

Further, this Addendum is intended to provide for additional services and is not intended to modify any language in the original Agreement. Unless explicitly set forth herein, all terms and conditions set forth in the Agreement shall remain effective and unchanged.

1. **Additional Law Enforcement Services.** The Village desires to purchase additional law enforcement services from the Sheriff and County relating to animal control services. Specifically, there is a need to, among other things, investigate animal cruelty complaints, animal attacks, and handle livestock and farm animal calls in the Village. There is also a need to capture and transport loose domesticated animals from within the limits of the Village to the Wisconsin Humane Society – Kenosha Campus (hereinafter "Kenosha Humane Society") or other facility. The County has limited staff capable of handling these tasks and is willing to provide additional law enforcement services to the Village.

2. **Quantity, Responsiveness and Delivery of Regular Services.** If the Village needs animal control services, a request for such services shall be directed to dispatch. The Sheriff shall give prompt consideration to all requests of the Village regarding animal control services. Further, the Sheriff shall make every effort to comply with these requests if they are consistent with good law enforcement practices, but the Sheriff retains final authority to make any final decisions as to the manner in which services shall be rendered. When the Sheriff deems it necessary, he will provide a licensed humane officer to the Village to handle the animal control services as needed.

Village understands and agrees that the Sheriff's ability to provide these services will be dependent on the availability of the licensed humane officer. In the event that the licensed humane officer is unavailable to work due to vacation, illness or other competing obligations or circumstances surrounding his or her employment with the County, the Sheriff and the County may not be allowed to provide these additional services when requested. The Village shall not be entitled to make any claims or request any damages against the Sheriff, the County or the licensed humane officer if he or she is unable to respond to a request for assistance. Further, the Village is not entitled to offset or reduce any of the fees due and owing under the terms of the Agreement.

When able, the licensed humane officer will respond to a request for animal control services within a reasonable amount of time and in a professional and courteous manner. The licensed humane officer shall have the discretion to determine how to respond to these calls for service including but not limited to if citations, quarantines or impoundment of animals is necessary. The licensed humane officer shall have the

authority to determine if medical care of the animals is needed and what, if any, transportation and storage of the animals are needed. Kenosha Humane Society shall be used when possible for the storage of any animals. If a different facility is needed, the licensed humane officer shall consult with the Village regarding other options and associated costs. The licensed humane officer shall have the final authority to determine what facility is appropriate based on the facts and circumstances confronted. The costs and fees incurred as a result of dealing with or caring for any animals located in the Village shall be borne by the Village. Further, once an animal is transported and taken to Kenosha Humane Society or other facility, it shall be the Village's responsibility to deal with the animal and arrange for other care, treatment and disposal.

If the licensed humane officer responds to a request for assistance from the Village, he or she will document all hours spent providing animal control services and the costs associated with providing these services. The Village will be charged on a quarterly basis for these fees. These services will be included in the monthly reports described in the Agreement.

In providing these services, the licensed humane officer shall enforce State Statutes, applicable County ordinances and ordinances of the Village. This includes but is not limited to those set forth in Chapter 173 of the Wisconsin Statutes.

3. **Fees and Costs.** The Village agrees to pay the County for all fees incurred in conjunction with these animal control services. This includes reimbursement for the hourly rate and any overtime pay of the licensed humane officer that responds to any request for services in addition to administrative costs outlined in the Agreement. The Village would also be responsible for paying for any time spent by the licensed humane officer in preparing an animal cruelty case for trial and any associated court or filing fees. The current hourly rate of the humane officer for the County is \$65.89, but this rate may change from time to time and will vary if different licensed humane officers respond to the calls for service.

The Village further agrees to be financially responsible for all costs involved with these services, including but not limited to the costs of transporting, treating, microchipping and storing animals from the Village and any and all costs incurred at the Kenosha Humane Society or other facility. Transportation costs include, but is not limited to, costs associated with transportation equipment, gasoline or mileage reimbursement. The Village further agrees to pay all costs associated with the care of the animals including the provisions of food and water to maintain the animal's health and any veterinary services or services for impounded animals. The Village also agrees to purchase any equipment needed for these animal control services, such as but not limited to, a microchip scanner.

The County will bill the Village for these animal control services on a quarterly basis and provide all relevant documentation. The Village shall pay for these services within thirty (30) days of receipt of County's billing and provide documentation or a ledger indicating what services are being reimbursed.

4. **Liability and Indemnification.** The Liability and Indemnification provisions in the Agreement shall be applicable to the animal control services being provided by the County and the Sheriff.

5. **Term.** This Addendum shall take effect on the date of execution provided below. It shall then have the same term as the underlying Agreement.

6. **Termination.** Either party may cancel this Addendum or the agreement for the County and the Sheriff to provide animal control services for any reason, and

without incurring any penalties or costs, upon thirty (30) day written notice to the other party. This right to terminate pertains solely to the animal control services and does not alter the termination rights in the Agreement.

7. **Non-Exclusivity.** Nothing in this Addendum shall preclude the Sheriff, the County or the Village from entering into similar agreements for similar services with any other party or municipality.

All other terms and conditions set forth in the Agreement shall remain effective and are incorporated herein by reference.

SHERIFF'S OFFICE

By: _____
David Zoerner, Sheriff

STATE OF WISCONSIN)
) SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 20___, the above named Kenosha County Sheriff, David Zoerner, to me known to be the person and officer who executed the foregoing instrument and acknowledged that he executed the same as the act and deed of the Sheriff's Office of Kenosha County and by his authority.

Notary Public, Kenosha County, WI.
My Commission Expires: _____

COUNTY OF KENOSHA

By. _____
Samantha Kerkman, County Executive

STATE OF WISCONSIN)
) SS.
COUNTY OF KENOSHA)

Personally, came before me this _____ day of _____, 20___, the above named County Executive, Samantha Kerkman, to me known to be the person and officer who executed the foregoing instrument and acknowledged that she executed the same as the act and deed of the Office of Executive of Kenosha County and by her authority.

Notary Public, Kenosha County, WI.
My Commission Expires: _____

VILLAGE OF SOMERS

By: _____
George Stoner, President

By: _____
Wendy Burnette, Clerk/Treasurer

STATE OF WISCONSIN)
) SS.
COUNTY OF KENOSHA)

Personally, came before me this ____ day of _____, 20__, the above named Village of Somers President, George Stoner, and Vilage of Somers Clerk/Treasurer, Brandi Baker, to me known to be the person and officer who executed the foregoing instrument and acknowledged that they executed the same as the act and deed of the Office of Executive of Kenosha County and by their authority.

Notary Public, Kenosha County, WI.
My Commission Expires: _____.



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

MEETING DATE: November 11, 2025

TO: Village President Stoner and Village Trustees

PREPARED BY: Wendy Burnette – Clerk/Treasurer

AGENDA ITEM: #16 Action on Operator’s Licenses: Eric Papelbon, Hayley Tench, Nicholas Katsma, Emmanuel Wright, Stella Winston, Karen Lois, Damon Marz, Taylor Wilson, Anisa Berryman, Michael Stewart Jr, Robert Love, Sabrina Riggins, Madison Nutile, Dominic Fevrier, Christa Schneider, Betsy Neemann, Amy Richards, Terri Keeling, Jozef Escamilla Dublin, Lindsey Tighe, Sean Spoerl

BACKGROUND:

Eric Papelbon, Hayley Tench, Nicholas Katsma, Emmanuel Wright, Stella Winston, Karen Lois, Damon Marz, Taylor Wilson, Anisa Berryman, Michael Stewart Jr, Robert Love, Sabrina Riggins, Madison Nutile, Dominic Fevrier, Christa Schneider, Betsy Neemann, Amy Richards, Terri Keeling, Jozef Escamilla Dublin, Lindsey Tighe, Sean Spoerl applied for operator’s licenses for the Village of Somers.

No discrepancies with the application.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

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

“Motion to approve Operator License for: Eric Papelbon, Hayley Tench, Nicholas Katsma, Emmanuel Wright, Stella Winston, Karen Lois, Damon Marz, Taylor Wilson, Anisa Berryman, Michael Stewart Jr, Robert Love, Sabrina Riggins, Madison Nutile, Dominic Fevrier, Christa Schneider, Betsy Neemann, Amy Richards, Terri Keeling, Jozef Escamilla Dublin, Lindsey Tighe, Sean Spoerl”

ATTACHMENTS:

None



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

MEETING DATE: Nov. 11, 2025

TO: Village President Stoner and Village Trustees

PREPARED BY: Kevin Poirier, Assistant Administrator

REVIEWED BY: Jim Hurley, Administrator

AGENDA ITEM: #19 Action on Collections of Court Forfeitures

BACKGROUND:

Currently, forfeitures are collected directly by both the Municipal Court and the Village Clerk's Office. The Municipal Court operates under a separate statutory framework and has jurisdiction as provided by state law. Municipal Court procedures includes Chapter 755, Chapter 800 and § 23.66 to § 23.99 and § 345.20 to § 345.53, Wis. Stats.

Village Ordinance S. 1.10(B)(5)(a) states "all forfeitures, fees, assessments, surcharges and costs shall be paid to the Treasurer of the municipality within which the case arose within 30 days after receipt of the money by the Municipal Court. At the time of the payment, the Municipal Court shall report to the Treasurer the title of the action, the nature of the offenses and total amount of judgments imposed in actions and proceedings in which such monies were collected".

Public Administration Associates also coordinated a brief survey of neighboring municipalities regarding Court operations and forfeiture collections. Six out of seven of the responding communities reported in-person forfeitures are collected by the Court (two with assistance from their Police department).

After reviewing the Ordinance and discussing operations with staff, the Village determined collections of Court forfeitures are to be directly collected by the Court.

On September 3rd, I met with Judge Kupfer to discuss the Court 2026 budget proposal, wage requests, and forfeiture collections.

Upon further communication with Judge Kupfer, he accepted the Village's offer to attend tonight's Work Session to discuss Court forfeiture collections with the Village Board.

PRIOR ACTION TAKEN:

This item was discussed at the Nov. 4 Village Board Work Session.

ATTACHMENTS:

Public Administration Associates Survey Results

Village Ordinance S. 1.10(B)(5) – Court Procedures

Municipal Court Comparison

Who collects court citation payments?

Municipality	Response
Somers	Court and Clerk Office
Hobart	Court Only
Twin Lakes	Court or PD
Waterford	Court Only
Pleasant Prairie	Finance Dept in person; online and phone by the Court
Bristol	Court only
Caledonia	Did not respond
Mukwonago	Court or PD
DeForest	Court Only

2024 Total Citations under Municipal Court

Municipality	Count
Somers	2,670
Hobart	1,176
Twin Lakes	581
Waterford	494
Pleasant Prairie	5,000
Village of Bristol	600
Caledonia	4,283
Mukwonago	1,772
DeForest	1,476

Employee Count under Judge

Municipality	Count
Somers	1 FT
Hobart	2 PT
Twin Lakes	2 PT
Waterford	1 FT
Pleasant Prairie	1 FT, 1 PT
Village of Bristol	No response
Caledonia	1 FT
Mukwonago	1 PT
DeForest	1 FT plus 15% of Dep Clerk

§ 1.10 **MUNICIPAL JUDGE AND JOINT MUNICIPAL COURT.**

(B) Municipal Court.

(1) Court Established. The Joint Municipal Court designated "Municipal Court for the Village of Somers and Town of Somers" is established pursuant to § 755.01, Chapter 755 and § 66.0301, Wis. Stats., and shall become operative and function on November 1, 2016.

(2) Hours. The Municipal Court shall be open at such times as determined by the governing bodies of the municipalities that are parties to the agreement and the Municipal Judge.

(3) Location. The Municipal Judge shall keep his office and hold court in the Somers Village/Town Hall.

(4) Employees. The Municipal Judge shall, in writing, appoint such clerks and deputy clerks as are authorized and funded by the Village Board of the municipalities that are parties to the agreement.

(5) Procedure. The procedure in Municipal Court shall be as provided by this section and state law including, without limitation because of enumeration, Chapter 755, Chapter 800 and § 23.66 to § 23.99 and § 345.20 to § 345.53, Wis. Stats.

(a) Collection and Forfeiture of Costs. The Municipal

Judge may impose punishment and sentences as provided by Chapters 800 and 938, Wis. Stats., and as provided in the ordinances of the municipalities that are parties to the agreement. All forfeitures, fees, assessments, surcharges and costs shall be paid to the Treasurer of the municipality within which the case arose within 30 days after receipt of the money by the Municipal Court. At the time of the payment, the Municipal Court shall report to the Treasurer the title of the action, the nature of the offenses and total amount of judgments imposed in actions and proceedings in which such monies were collected.