

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

**Village Work Session Meeting
Amended Agenda
Tuesday, February 3, 2026
5:30 p.m.**

Village Board Work Session Meeting:	
Item #	
1	Call to Order
2	Administrator's Report
3	Engineer's Report
3	President & Trustee Reports
4	Review and discuss Bid Results for 12th Street Water Main and Water Transfer Station
5	Review and discuss Resolution No. 2026-XXX, a Resolution Authorizing Submittal of MS4 Report
6	Discuss Proposal from GEI Consultants for Geotechnical Peer Engineering Review of the 12th Street Water Main Crossing in the amount of \$15,000.00
7	Discuss Public Infrastructure Acceptance for Savannah at Pike Creek Phase 1
8	Review and Discuss application for Class "B" (Picnic) Beer License from Shoreland Lutheran High School Booster Club for A Day at the Derby: Dinner & Auction: Hall of Fame Event on April 11, 2026. Event to be held at Shoreland Lutheran High School, 9026 12th Street Kenosha, WI 53144 and application for Temporary Operators License: Amber Wasurick, for the Shoreland Lutheran High School Shoreland Lutheran High School Booster Club for A Day at the Derby: Dinner & Auction: Hall of Fame Event and request to waive fee
9	Discuss Re-appointments to Board of Review
10	Discussion on funding for law enforcement for the 4 th of July parade
11	Discuss Operator's License for Veronica Scalia, Annshaniecee Andrews, Kelly Towers and Kristen Edwards

12	Review and discuss Public Education Campaign for the Public Safety Referendum
13	Review tentative agenda for Village Board meeting on February 10, 2026
14	Motion to convene in closed session per WI Statute 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically the Developer's Agreement for Somers Creek.
15	Reconvene in Open Session (Roll call vote required). The Village Board will not take action on items discussed in Closed Session
16	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the February 3, 2026, Village Work Session & Agenda in 1 public place & on the Village website.

Dated this Monday, February 2, 2026

Wendy Burnette, Clerk-Treasurer

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



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

WORK SESSION: February 3rd, 2026

TO: Village President Stoner and Village Trustees

FROM: Jim Hurley, Village Administrator
Kevin Poirier, Assistant Administrator

AGENDA ITEM: #2 Administrator's Report

Below please find a bulleted summary of major issues that Administration has worked since our January 6, 2026 Work Session:

Administration

Financial Management Plan: Staff met multiple times with Ehlers to preliminarily project the long-term financial outlook of the Village, and discuss options to broaden the tax base and diversify revenue sources. Staff is planning to present options to the Board in Q2.

The Village's two interim judges Dick Ginkowski and Michael Easton held their first court dates. Judge Ginkowski and Easton are reviewing court procedures for improvements. The Village continues to advertise the position to Village residents for a longer-term replacement.

The Village has had communication with two credit card vendors for rates and fees. Administration and the Clerk's Office plan to continue reviewing options after tax season and the spring election.

Staff spoke with representatives of the Pritzker Military Museum & Library about their outdoor sign. They are planning for an electronic sign. Currently, they are working with WE Energies to bring power to the site. If WE completes the infrastructure by this winter, then sign construction will commence this spring.

Staff continues checking for status from insurance carriers regarding past general liability policies for the Town of Somers. PolicyFind sent initial notices back in November. To date, three of the eight carriers confirmed they are unable to locate a policy.

Village representatives attended the Ground-Breaking of the Shoreland Lutheran High School expansion. Trustee Karl Ostby spoke on behalf of the Village to show our support and gratitude for Shoreland's growth and contributions to the community.



The WDNR conducted a sanitary survey of the Somers Water Utility. No significant deficiencies were identified, but we learned that the Village needs to create a comprehensive private well abandonment / permitting program. The Department of Public Works will have to identify all properties being served by the Somers water system that have private wells, inform well owners of the requirements and to apply for a well operational permit with the Village.

The ad-hoc fire/EMS building committee met to review the RFP specifications to select a design firm for the Station #2 replacement project. The committee is considering a construction manager with additional project oversight responsibilities. The committee will meet again in February to possibly finalize the specifications.

Staff met with a company interested in installing internet fiber in the region. The company serves primarily residential customers, but is also available for commercial and industrial users. The purpose of the meeting was informational, and no plans have been received to date.

Staff continues to meet with Mueller Communications on educational materials regarding the Fire/EMS referendum. The first proposed mailer will be presented at tonight's meeting, and an FAQ page will be created soon at the website.

Staff submitted testimony in support of State AB 812, which is special legislation to increase the residential use limit within TID 4 to 50%. The Village received interest from a prospective developer who would like to construct senior housing within the TID, but is

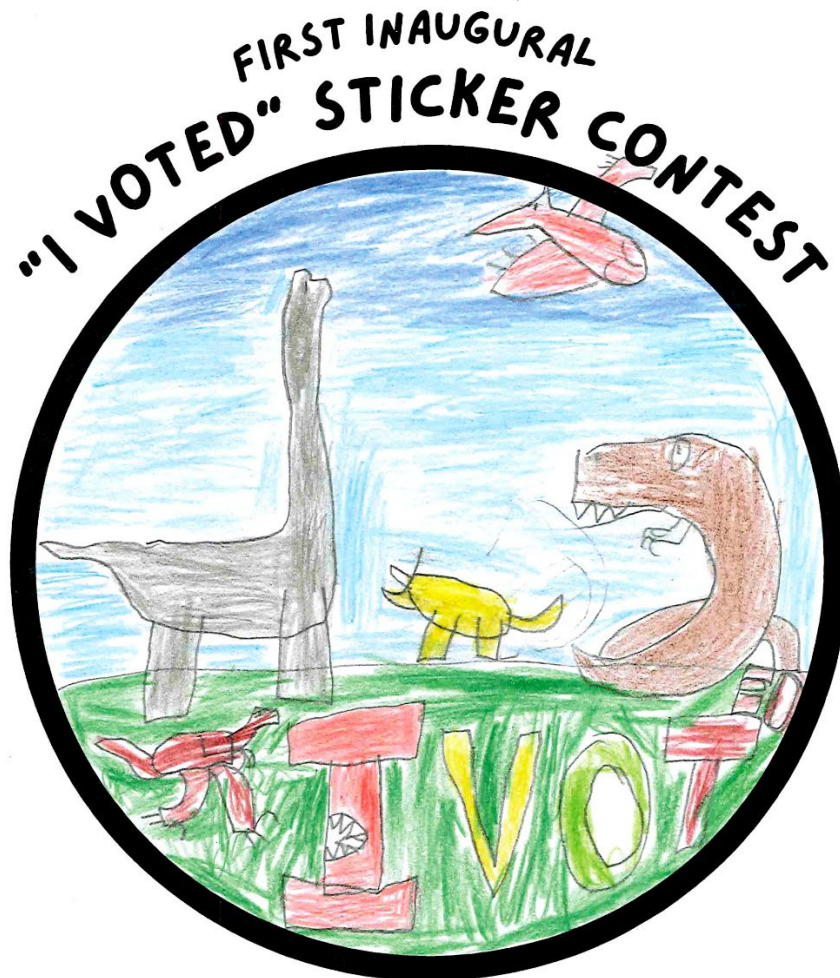
not interested in an incentive. A public hearing was held on 1/21/2026, and is under consideration by the House Committee of Ways and Means.

Following the Strand flood study presentation, staff are working with Strand to prioritize possible solutions to be evaluated, and improve coordination with other ongoing stormwater plans and projects. Projects within Kenosha County right of way will be reviewed with the Highway Commissioner prior to issuing the final report this upcoming spring.

Bids were opened for the 12th Street Water Main Project, and Water Transfer Station. The engineering report will be filed with the Clerk's office, and then owners will be noticed of the public hearing on February 24th.

Administration attended a Texas A&M Engineering Extension Service Crisis Leadership Training at the Salem Lakes Fire Department.

Somers Elementary students designed "I Voted" stickers that will be given away at elections in 2026. Two designs were chosen from each grade for a total of 12 stickers. The winning students and their families were invited to attend the March 10 5:15 p.m. Town Board meeting and the 5:30 Village Board meeting where they will be recognized for their participation.



Development

Staff continue to work with Bear Development on the Somers Creek Development Agreement. The draft agreement will be presented to the Village Board, and both staff and Baxter & Woodman are working on the stormwater maintenance agreement.

Staff continue working with Home Path Financial on the single-family portion of the Maplecrest development. The development agreement remains under negotiation. Staff is working on annexation of the Truck Country of Wisconsin development following approval of rezoning, conditional use, site plan and exterior fenestration. Once Truck Country purchases the property, then they will submit a petition to the Village, and require Village Board approval.

Staff are working with Invenegy on water access to the proposed Red Oak Ridge project, and review process with the WDNR. Like Truck Country, the site will need to be annexed into the Village. Additionally, Invenegy announced office hours: : 3:30 to 5:30 p.m. the 2nd and 4th Thursday of every month, starting Feb. 12th. It is held in the Johnson Bank Building, 7500 Green Bay Rd. Kenosha WI, 531420 on the 2nd floor conference room. Please note the conference room has capacity for six guests at a time. The project team can also be contacted at any time at redoakridge@invenegy.com or the "contact us" tab of the project website: <https://redoakridgeenergycenter.invenegy.com/>

VILLAGE OF SOMERS
Engineer's Report
January 29, 2026

2025 Roadway Improvements – Project No. 2500381

- The project includes pulverizing and repaving Petrifying Springs Estates and 96th Avenue at CTH S.
- The road is paved and shouldered. We walked through the project with the Village and the contractor. A punch list has been sent to the contractor and will be completed when the weather allows.

Somers Creek (Formerly Willow Creek) – Project No. 2401633

- The developer is Bear Development LLC; the design engineer is Pinnacle Engineering. The project is located south of 12th Street on the east side of Pike Creek.
- The developer obtained an early grading permit and recently began utility installation on their own property.
- The public improvements consist of water main, sanitary sewer, roadway and ditches, storm sewer, and pedestrian trail.

12th Street Water Main and Water Transfer Station – Project No. 2500618

- Bids were opened today at 10:00a.
- See the separate bid review letter with today's date.
- The planned special assessment hearing and bid award is February 24, 2026.

Sanitary Sewer Rehabilitation – Project No. 2500603

- The project includes the rehabilitation or replacement of sanitary sewers, building laterals, and manholes with approximately 35,700 LF of main, 390 laterals, and 150 manholes. The areas are Valley View Area, Country Charms Area, and Parkway Area “Beix.
- Public Works is working with Great Lakes TV Seal on the televising. We are expecting the follow-up engineering work to begin in March of 2026.

Invenergy Gas Power Plant (Red Oak Ridge) – Project No. 2501880.00

- This proposed development is a natural gas power plant located south of Flint 94 within Paris.
- We are assisting with WPSC questions for Red Oak Ridge regarding diversion amounts and the ability of the Village to provide water and sewer service to the site.
- The site needs to be annexed for the developer to move forward.

Bella Terra Subdivision – Project No. 2501880.00

- Mastercraft met with staff this last week for a kickoff meeting about a development they proposed in 2021; the interest stems from the water main installation from 100th Avenue to Shoreland High School.
- They plan to revisit the entire stormwater management plan and route offsite drainage on the south side of 12th Street rather than through the development; the termination point for this drainage is the same location in the southwest corner of CTH E and H.

VILLAGE OF SOMERS
Engineer's Report
January 29, 2026

Truck Country – Project No. 2502017.00

- Truck Country is proposing a new store on the west side of I-94 just south of the concrete plant.
- The project will require water main and sanitary sewer extensions under I-94 by the developer and an amendment to the 2022 DNR Water Diversion.
- We recently received yearly water use projections from the developer and are verifying this property can be served by the Village without an increase in the 1.2 million gallon per day diversion allowance or limitations on water use for future development within the approved diversion area.
- We are waiting for engineering plans to be submitted; they cannot be approved until the diversion amendment is approved.

Maplecrest Subdivision – Project No. 2500325

- The Developer is Home Path Financial, and the Engineer is Atwell (formerly Manhard).
- The preliminary plat was approved by the Village Board on 1/27/26.
- We recently reviewed Atwell Engineering's CLOMR application to allow grading in the floodplain.
- We are waiting for engineering plans to be submitted.

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

WORK SESSION: February 3, 2026

TO: Village President Stoner and Village Trustees

FROM: Jim Hurley, Administrator

REVIEWED BY: Kevin Poirier, Assistant Administrator

AGENDA ITEM: #4 Discuss Bid Results for 12th Street Water Main Extension and Water Transfer Station Projects

BACKGROUND:

This past fall, the Village Board agreed to bid the 12th Street Water Main Extension Project from 100th Avenue to Shoreland Lutheran High School, and, as an alternate, extend east to the U.S. Post Office. The specifications also included construction of a Water Transfer Station at the Village Hall, which would not be assessed to property owners.

Additionally, bidders were directed to submit an alternate deduct to repave portions of removed roadway with crushed concrete rather than slurry on Highway E. A change of materials would require approval from the Kenosha County Highway Commissioner.

COMMENTS:

The Village received a total of six bids for the 12th Street Water Main Extension Project, and four for the Water Transfer Station Project.

For the 12th Street Water Main Extension Project, excluding the alternate for crushed concrete, PTS Contractors, Inc. submitted the low bid for \$2,860,000.

Lee Mechanical, Inc., submitted the low bid for the Water Transfer Station at \$653,200.

ATTACHMENTS:

Bid Results for 12th Street Water Main Extension and Water Transfer Station Projects

No.	Item	Quantity	Unit	Reesman's Excavating & Grading, Inc.		PTS Contractors, Inc.		Globe Contractors, Inc.		The Wanasek Corp.		Townsend Construction		Willkomm Excavating & Grading, Inc.			
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
PART A -100TH AVENUE TO SHORELAND HS																	
1	Mobilization	1	LS	\$ 4,100.00	\$ 4,100.00	\$57,000.00	\$ 57,000.00	\$39,910.00	\$ 39,910.00	\$112,000.00	\$ 112,000.00	\$ 51,356.00	\$ 51,356.00	\$ 55,540.19	\$ 55,540.19		
2	Clearing And Grubbing	1	LS	\$ 5,850.00	\$ 5,850.00	\$ 9,000.00	\$ 9,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,226.00	\$ 7,226.00	\$ 4,878.63	\$ 4,878.63		
3	Construction Layout & Staking	1	LS	\$ 8,300.00	\$ 8,300.00	\$11,000.00	\$ 11,000.00	\$11,000.00	\$ 11,000.00	\$ 7,000.00	\$ 7,000.00	\$11,506.00	\$ 11,506.00	\$ 6,049.51	\$ 6,049.51		
4	Water Main, 8-Inch (Open Cut)	40	LF	\$ 746.00	\$ 29,840.00	\$ 280.00	\$ 11,200.00	\$ 125.00	\$ 5,000.00	\$ 405.00	\$ 16,200.00	\$ 346.00	\$ 13,840.00	\$ 182.46	\$ 7,298.40		
5	Water Main, 12-Inch (Open Cut)	2,727	LF	\$ 127.00	\$ 346,329.00	\$ 134.00	\$ 365,418.00	\$ 110.00	\$ 299,970.00	\$ 110.00	\$ 299,970.00	\$ 175.00	\$ 477,225.00	\$ 110.95	\$ 302,560.65		
6	Water Main, 18-Inch (Open Cut)	15	LF	\$ 587.00	\$ 8,805.00	\$ 560.00	\$ 8,400.00	\$ 295.00	\$ 4,425.00	\$ 380.00	\$ 5,700.00	\$ 487.00	\$ 7,305.00	\$ 298.57	\$ 4,478.55		
7	Water Main, 8-Inch (Directionally Drilled)	172	LF	\$ 479.00	\$ 82,388.00	\$ 207.00	\$ 35,604.00	\$ 400.00	\$ 68,800.00	\$ 225.00	\$ 38,700.00	\$ 450.00	\$ 77,400.00	\$ 254.66	\$ 43,901.52		
8	Water Main, 12-Inch (Directionally Drilled)	700	LF	\$ 219.00	\$ 153,300.00	\$ 153.00	\$ 107,100.00	\$ 205.00	\$ 143,500.00	\$ 195.00	\$ 136,500.00	\$ 225.00	\$ 157,500.00	\$ 130.75	\$ 91,525.00		
9	Water Main, 18-Inch (Directionally Drilled)	96	LF	\$ 706.00	\$ 67,776.00	\$ 1,220.00	\$ 117,120.00	\$ 525.00	\$ 50,400.00	\$ 535.00	\$ 51,360.00	\$ 471.00	\$ 45,216.00	\$ 265.40	\$ 25,478.40		
10	Fire Hydrant Assembly	8	EACH	\$11,475.00	\$ 91,800.00	\$ 8,540.00	\$ 68,320.00	\$10,500.00	\$ 84,000.00	\$ 9,450.00	\$ 75,600.00	\$ 12,591.00	\$ 100,728.00	\$ 9,070.35	\$ 72,562.80		
11	Gate Valve And Box, 8-Inch	3	EACH	\$ 2,600.00	\$ 7,800.00	\$ 2,500.00	\$ 7,500.00	\$ 3,400.00	\$ 10,200.00	\$ 3,320.00	\$ 9,960.00	\$ 3,059.00	\$ 9,177.00	\$ 2,538.84	\$ 7,615.52		
12	Gate Valve And Box, 12-Inch	6	EACH	\$ 4,700.00	\$ 28,200.00	\$ 4,500.00	\$ 27,000.00	\$ 5,800.00	\$ 34,800.00	\$ 5,760.00	\$ 34,560.00	\$ 5,504.00	\$ 33,024.00	\$ 4,598.89	\$ 27,521.34		
13	Butterfly Valve And Box, 18-Inch	1	EACH	\$ 6,800.00	\$ 6,800.00	\$ 5,435.00	\$ 5,435.00	\$ 7,000.00	\$ 7,000.00	\$ 6,700.00	\$ 6,700.00	\$ 6,588.00	\$ 6,588.00	\$ 5,389.91	\$ 5,389.91		
14	Connection to Water Main (Non-Pressure), 18-Inch	1	EACH	\$ 12,000.00	\$ 12,000.00	\$ 4,285.00	\$ 4,285.00	\$ 9,500.00	\$ 9,500.00	\$ 6,630.00	\$ 6,630.00	\$ 5,632.00	\$ 5,632.00	\$ 6,410.53	\$ 6,410.53		
15	Water Service Connection	28	EACH	\$ 400.00	\$ 11,200.00	\$ 1,100.00	\$ 30,800.00	\$ 1,200.00	\$ 33,600.00	\$ 1,610.00	\$ 45,080.00	\$ 1,658.00	\$ 46,424.00	\$ 1,065.46	\$ 29,833.72		
16	Water Service Pipe - Short Side, 1.5-Inch	72	LF	\$ 166.00	\$ 11,952.00	\$ 258.00	\$ 18,432.00	\$ 125.00	\$ 9,000.00	\$ 125.00	\$ 9,000.00	\$ 280.00	\$ 20,160.00	\$ 193.19	\$ 13,909.88		
17	Water Service Pipe - Long Side, 1.5-Inch	1,748	LF	\$ 71.00	\$ 124,108.00	\$ 43.00	\$ 75,164.00	\$ 75.00	\$ 131,100.00	\$ 55.00	\$ 96,140.00	\$ 59.00	\$ 103,132.00	\$ 38.05	\$ 66,511.40		
18	Culvert Replacement, 15-Inch CMP	214	LF	\$ 90.00	\$ 19,260.00	\$ 75.00	\$ 16,050.00	\$ 80.00	\$ 17,120.00	\$ 80.00	\$ 17,120.00	\$ 73.00	\$ 15,622.00	\$ 79.03	\$ 16,912.42		
19	Culvert Replacement, 18-Inch CMP	40	LF	\$ 90.00	\$ 3,600.00	\$ 83.00	\$ 3,320.00	\$ 90.00	\$ 3,600.00	\$ 100.00	\$ 4,000.00	\$ 96.00	\$ 3,840.00	\$ 100.50	\$ 4,020.00		
20	Replace Curb & Gutter	40	LF	\$ 55.80	\$ 2,232.00	\$ 64.00	\$ 2,560.00	\$ 50.00	\$ 2,000.00	\$ 50.00	\$ 2,000.00	\$ 189.00	\$ 7,560.00	\$ 53.91	\$ 2,156.40		
21	Lawn Restoration	1	LS	\$37,000.00	\$ 37,000.00	\$49,000.00	\$ 49,000.00	\$65,000.00	\$ 65,000.00	\$76,000.00	\$ 76,000.00	\$122,500.00	\$ 122,500.00	\$ 42,256.60	\$ 42,256.60		
22	Erosion And Sedimentation Control	1	LS	\$ 3,050.00	\$ 3,050.00	\$ 5,000.00	\$ 5,000.00	\$ 3,700.00	\$ 3,700.00	\$ 2,500.00	\$ 2,500.00	\$ 2,223.00	\$ 2,223.00	\$ 1,814.24	\$ 1,814.24		
23	Traffic Control And Protection	1	LS	\$35,000.00	\$ 35,000.00	\$ 6,500.00	\$ 6,500.00	\$ 4,700.00	\$ 4,700.00	\$ 18,500.00	\$ 18,500.00	\$ 96,000.00	\$ 96,000.00	\$ 20,929.33	\$ 20,929.33		
PART A TOTAL					\$ 1,100,494.00		\$ 1,043,208.00		\$ 1,043,325.00		\$ 1,076,220.00		\$ 1,420,884.00		\$ 859,455.74		
PART B - SHORELAND HS TO POST OFFICE																	
1	Mobilization	1	LS	\$ 4,100.00	\$ 4,100.00	\$40,785.00	\$ 40,785.00	\$30,000.00	\$ 30,000.00	\$105,000.00	\$ 105,000.00	\$108,249.00	\$ 108,249.00	\$560,000.00	\$ 560,000.00		
2	Construction Layout & Staking	1	LS	\$ 9,475.00	\$ 9,475.00	\$12,000.00	\$ 12,000.00	\$11,500.00	\$ 11,500.00	\$ 7,000.00	\$ 7,000.00	\$12,395.00	\$ 12,395.00	\$ 6,049.51	\$ 6,049.51		
3	Water Main, 8-Inch (Open Cut)	120	LF	\$ 79.00	\$ 9,480.00	\$ 131.00	\$ 15,720.00	\$ 105.00	\$ 12,600.00	\$ 60.00	\$ 7,200.00	\$ 173.00	\$ 20,760.00	\$ 57.57	\$ 6,908.40		
4	Water Main, 8-Inch (Open Cut)	144	LF	\$ 166.00	\$ 23,904.00	\$ 171.00	\$ 24,624.00	\$ 130.00	\$ 18,720.00	\$ 110.00	\$ 15,840.00	\$ 173.00	\$ 24,912.00	\$ 110.26	\$ 15,877.44		
5	Water Main, 12-Inch (Open Cut)	4,180	LF	\$ 132.00	\$ 551,760.00	\$ 161.00	\$ 672,980.00	\$ 139.00	\$ 581,020.00	\$ 125.00	\$ 522,500.00	\$ 204.00	\$ 852,720.00	\$ 96.86	\$ 404,874.80		
6	Water Main, 20-Inch (Open Cut)	10	LF	\$ 1,270.00	\$ 12,700.00	\$ 1,060.00	\$ 10,600.00	\$ 1,400.00	\$ 14,000.00	\$ 1,600.00	\$ 16,000.00	\$ 1,621.00	\$ 16,210.00	\$ 779.51	\$ 7,796.10		
7	Water Main, 8-Inch (Directionally Drilled)	64	LF	\$ 894.00	\$ 57,216.00	\$ 270.00	\$ 17,280.00	\$ 500.00	\$ 32,000.00	\$ 250.00	\$ 16,000.00	\$ 528.00	\$ 33,888.00	\$ 408.88	\$ 26,040.32		
8	Water Main, 12-Inch (Jack & Bore)	140	LF	\$ 1,098.00	\$ 153,720.00	\$ 665.00	\$ 93,100.00	\$ 895.00	\$ 125,300.00	\$ 1,210.00	\$ 169,400.00	\$ 1,097.00	\$ 153,580.00	\$ 895.66	\$ 124,574.36		
9	Fire Hydrant Assembly	12	EACH	\$11,475.00	\$ 137,700.00	\$ 9,635.00	\$ 115,620.00	\$10,500.00	\$ 126,000.00	\$ 9,450.00	\$ 113,400.00	\$ 12,068.00	\$ 144,792.00	\$ 10,389.53	\$ 124,674.36		
10	Gate Valve And Box, 8-Inch	3	EACH	\$ 2,600.00	\$ 7,800.00	\$ 2,500.00	\$ 7,500.00	\$ 3,400.00	\$ 10,200.00	\$ 3,320.00	\$ 9,960.00	\$ 3,059.00	\$ 9,177.00	\$ 2,538.84	\$ 7,615.52		
11	Gate Valve And Box, 12-Inch	6	EACH	\$ 4,700.00	\$ 28,200.00	\$ 4,500.00	\$ 27,000.00	\$ 5,800.00	\$ 34,800.00	\$ 5,760.00	\$ 34,560.00	\$ 5,504.00	\$ 33,024.00	\$ 4,598.89	\$ 27,521.34		
12	Butterfly Valve And Box, 20-Inch	1	EACH	\$ 8,150.00	\$ 8,150.00	\$ 7,200.00	\$ 7,200.00	\$ 9,000.00	\$ 9,000.00	\$ 8,910.00	\$ 8,910.00	\$ 9,068.00	\$ 9,068.00	\$ 7,358.92	\$ 7,358.92		
13	Water Service Connection	60	EACH	\$ 400.00	\$ 24,000.00	\$ 1,110.00	\$ 66,600.00	\$ 1,200.00	\$ 72,000.00	\$ 1,610.00	\$ 96,600.00	\$ 1,658.00	\$ 99,480.00	\$ 1,030.37	\$ 61,822.20		
14	Water Service Pipe - Short Side, 1.5-Inch	527	LF	\$ 189.00	\$ 99,803.00	\$ 182.00	\$ 95,914.00	\$ 145.00	\$ 76,415.00	\$ 120.00	\$ 63,240.00	\$ 122.00	\$ 64,294.00	\$ 136.50	\$ 71,988.20		
15	Water Service Pipe - Long Side, 1.5-Inch	1,617	LF	\$ 137.00	\$ 221,529.00	\$ 84.00	\$ 135,488.00	\$ 89.00	\$ 143,913.00	\$ 60.00	\$ 97,020.00	\$ 101.00	\$ 163,317.00	\$ 60.84	\$ 98,378.28		
16	Connection to Water Main (Non-Pressure), 20-Inch	3	EACH	\$ 6,500.00	\$ 19,500.00	\$ 1,970.00	\$ 5,910.00	\$ 9,000.00	\$ 27,000.00	\$ 7,500.00	\$ 22,500.00	\$ 9,596.00	\$ 28,788.00	\$ 8,962.95	\$ 26,888.85		
17	Slurry Backfill	4,163	LF	\$ 71.00	\$ 295,573.00	\$ 69.00	\$ 287,247.00	\$ 100.00	\$ 416,300.00	\$ 100.00	\$ 416,300.00	\$ 91.00	\$ 378,833.00	\$ 83.00	\$ 347,159.00		
18	Trench Restoration (CTH E)	4,071	LF	\$ 40.40	\$ 164,468.40	\$ 34.00	\$ 138,414.00	\$ 40.00	\$ 162,840.00	\$ 35.00	\$ 142,485.00	\$ 83.00	\$ 337,893.00	\$ 31.50	\$ 128,236.50		
19	Replace Curb & Gutter	320	LF	\$ 55.50	\$ 17,760.00	\$ 63.00	\$ 20,160.00	\$ 50.00	\$ 16,000.00	\$ 50.00	\$ 16,000.00	\$ 61.00	\$ 19,520.00	\$ 51.71	\$ 16,547.20		
20	Lawn Restoration	1	LS	\$35,300.00	\$ 35,300.00	\$10,150.00	\$ 10,150.00	\$25,000.00	\$ 25,000.00	\$ 31,405.00	\$ 31,405.00	\$ 32,017.00	\$ 32,017.00	\$ 18,633.04	\$ 18,633.04		
21	Erosion And Sedimentation Control	1	LS	\$ 5,700.00	\$ 5,700.00	\$ 4,900.00	\$ 4,900.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,779.00	\$ 2,779.00	\$ -	\$ -		
22	Temporary Hot-Mix Asphalt Pavement	200	LF	\$ 43.20	\$ 8,640.00	\$ 43.00	\$ 8,600.00	\$ 55.00	\$ 11,000.00	\$ 60.00	\$ 12,000.00	\$ 59.00	\$ 11,800.00	\$ 34.15	\$ 6,830.00		
23	Traffic Control And Protection	1	LS	\$78,500.00	\$ 78,500.00	\$12,000.00	\$ 12,000.00	\$10,000.00	\$ 10,000.00	\$ 23,500.00	\$ 23,500.00	\$171,000.00	\$ 171,000.00	\$ 24,149.23	\$ 24,149.23		
24	Railroad Charges Allowance	1	LS	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00		
PART B TOTAL					\$ 1,980,586.40		\$ 1,816,792.00		\$ 1,990,008.00		\$ 1,967,780.00		\$ 2,747,280.00		\$ 2,144,656.39		
Alternate Deduct					\$ 31.00		\$ 45.00		\$ 68.00		\$ 55.00		\$ 30.00		\$ 40.00		
Recycled Concrete Backfill				4,163	LF	\$ 40.00	\$ 166,520.00	\$ 24.00	\$ 99,912.00	\$ 32.00	\$ 133,216.00	\$ 45.00	\$ 187,335.00	\$ 61.00	\$ 253,943.00	\$ 53.00	\$ 220,639.00
Part B Alternate Deduct Total					\$ 1,651,533.40		\$ 1,629,457.00		\$ 1,706,924.00		\$ 1,736,815.00		\$ 2,622,390.00		\$ 1,978,136.39		
PART A & B TOTAL					\$ 3,081,080.40		\$ 2,860,000.00		\$ 3,033,333.00		\$ 3,044,000.00		\$ 4,168,164.00		\$ 3,034,112.13		
PART A & B ALTERNATE DEDUCT TOTAL					\$ 2,952,027.40		\$ 2,672,665.00		\$ 2,750,249.00		\$ 2,815,035.00		\$ 4,043,274.00		\$ 2,837,592.13		

Bid Tabulation
12th Street Water Main
Village of Somers

				Lee Mechanical, Inc.		August Winter & Sons, Inc.		Stabb Construction Corporation		Mid City Corporation	
No.	Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	12th Street Water Transfer Station	1	LS	\$ 653,200.00	\$ 653,200.00	\$ 658,500.00	\$ 658,500.00	\$ 677,000.00	\$ 677,000.00	\$ 718,000.00	\$ 718,000.00
TOTAL AMOUNT OF BID					\$ 653,200.00		\$ 658,500.00		\$ 677,000.00		\$ 718,000.00

**Bid Tabulation
12th Street Water Transfer Station
Village of Somers**



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

WORK SESSION: February 3rd, 2026

TO: Village President Stoner and Board of Trustees

PREPARED BY: Josh Fugate, Utilities Manager

REVIEWED BY: Kevin Poirier, Assistant Administrator

AGENDA ITEM: #5 Review and discuss Resolution No. 2026-XXX, a Resolution Authorizing Submittal of MS4 Report

BACKGROUND:

The attached Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits is a report filed annually with the DNR. The MS4 permit covers the Village's Municipal Separate Storm Sewer System. The Board must review and approve the report before it is filed through the DNR's online system.

The deadline to file this report is March 31st.

COMMENTS:

Administration is requesting that the attached resolution be placed on our February 10th Board Meeting agenda for action. This resolution approves the report and directs staff to file it with the DNR.

ATTACHMENTS:

Resolution No. 2026-XXX Authorizing Submittal of MS4 Report

Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

RESOLUTION NO. 2026-004

WHEREAS, the Village of Somers is under the required Wisconsin Department of Natural Resources MS4 Permit; and

WHEREAS, the MS4 Permit has as a condition of continued compliance that the Village file an annual report; and

WHEREAS, the Annual Report has been made available to the Village Board for reviewing and viewing for the General Public through the Village Clerk/Treasurer; and

WHEREAS, the Annual Report by action of the Village Board has been adopted.

NOW THEREFORE be it resolved that the Village of Somers Village Board hereby authorize the submittal of the Annual MS4 Report.

VILLAGE OF SOMERS

By: _____
George Stoner, Village President

Attest: _____
Wendy Burnette, Village Clerk/Treasurer

This resolution has been passed by the Village Board of Trustees for the Village of Somers, Wisconsin, this _____ day of _____ 2026.

Submittal of Annual Reports and Other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is **deleted**.

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Form 3400-224(R8/2021)

Reporting Information :

Will you be completing the Annual Report or other submittal type? Annual Report Other

Project Name: 2025 Annual Report

County: Kenosha

Municipality: Somers, Village & Town

Permit Number: S050075

Facility Number: 31159

Reporting Year: 2025

Is this submittal also satisfying an Urban Nonpoint Source Grant funded deliverable? Yes No

Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

Annual Report

- Review related web site and instructions for [Municipal storm water permit eReporting](#) [Exit Form]
- Complete all required fields on the annual report form and upload required attachments
- Attach the following other supporting documents as appropriate using the attachments tab above
 - Public Education and Outreach Annual Report Summary
 - Public Involvement and Participation Annual Report Summary
 - Illicit Discharge Detection and Elimination Annual Report Summary
 - Construction Site Pollution Control Annual Report Summary
 - Post-Construction Storm Water Management Annual Report Summary
 - Pollution Prevention Annual Report Summary
 - Leaf and Yard Waste Management
 - Municipal Facility (BMP) Inspection Report
 - Municipal Property SWPPP
 - Municipally Property Inspection Report
 - Winter Road Maintenance
 - Storm Sewer Map Annual Report Attachment
 - Storm Water Quality Management Annual Report Attachment

- TMDL Attachment
 - Storm Water Consortium/Group Report
 - Municipal Cooperation Attachment
 - Other Annual Report Attachment
- Attach the following permit compliance documents as appropriate using the attachments tab above
- Storm Water Management Program
 - Public Education and Outreach Program
 - Public Involvement and Participation Program
 - Illicit Discharge Detection and Elimination Program
 - Construction Site Pollutant Control Program
 - Post-Construction Storm Water Management Program
 - Pollution Prevention Program
 - Municipal Storm Water Management Facility (BMP) Inventory
 - Municipal Storm Water Management Facility (BMP) Inspection and Maintenance Plan
 - Total Maximum Daily Load documents *(*If applicable, see permit for due dates.)*
 - TMDL Mapping*
 - TMDL Modeling*
 - TMDL Implementation Plan*
 - Fecal Coliform Screening Parameter *
 - Fecal Coliform Inventory and Map *(S050075-03 general permittees Appendix B B.5.2 – document due to the department by March 31, 2022)*
 - Fecal Coliform Source Elimination Plan *(S050075-03 general permittees Appendix B - document due to the department by October 31, 2023)*
- Sign and Submit form

Municipal Contact Information- Complete

Notice: Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

Note: Compliance items must be submitted using the Attachments tab.

Municipality Information

Name of Municipality Somers, Village & Town

Facility ID # or (FIN): 31159

Updated Information: Check to update mailing address information

Mailing Address: 7511 12th Street

Mailing Address 2:

City: Somers, Village & Town

State: WI

Zip Code: 53171 xxxxx or xxxxx-xxxx

Primary Municipal Contact Person (Authorized Representative for MS4 Permit)

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

Select to **create new** primary contact

First Name: Joshua

Last Name: Fugate

Select to **update** current contact information

Title: Utilities Manager

Mailing Address: 6901 35th Ave

Mailing Address 2:

City: Kenosha

State: WI

Zip Code: 53142-3940 xxxxx or xxxxx-xxxx

Phone Number: 262-873-9071 Ext: xxx-xxx-xxxx

Email: jfugate@somerswi.gov

Additional Contacts Information (Optional)

I&E Program

Individual with responsibility for:
(Check all that apply)

- IDDE Program
- IDDE Response Procedure Manual
- Municipal-wide Water Quality Plan
- Ordinances
- Pollution Prevention Program
- Post-Construction Program
- Winter roadway maintenance

First Name: Josh

Last Name: Sullivan

Title: Superintendent

Mailing Address: 7511 12th Street

Mailing Address 2: P.O. Box 197

City: Somers

State: WI

Zip Code: 53171 xxxxx or xxxxx-xxxx

Phone Number: 262-859-2822 Ext: 103 xxx-xxx-xxxx

Email: jsullivan@somerswi.gov

Municipal Billing Contact Person (Authorized Representative for MS4 Permit)

Select to **create new** Billing contact

First Name: Kevin

Last Name: Poirier

Select to **update** current contact information

Title: Administrator Assistant

Mailing Address: 7511 12th Street, P.O. Box 197

Mailing Address 2:

City: Somers

State: WI

Zip Code: 53171 xxxxx or xxxxx-xxxx

Phone Number: 262-859-2822 Ext: 111 xxx-xxx-xxxx

Email: kpoirier@somerswi.gov

1. Does the municipality rely on another entity to satisfy some of the permit requirements?

Yes No

Public Education and Outreach Root Pike Win Watershed Network

Public Involvement and Participation Root Pike Win Watershed Network

Illicit Discharge Detection and Elimination

- Construction Site Pollutant Control _____
- Post-Construction Storm Water Management _____
- Pollution Prevention

2. Has there been any changes to the municipality's participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

- Yes No

Missing Information

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7.

Minimum Control Measures- Section 1 : Complete

1. Public Education and Outreach

- a. Does MS4 conduct any educational efforts or events independently (not with a group) Yes No
- b. How many total educational events were held during the reporting year:
- c. Were any of the public education and outreach delivery mechanisms conducted during the reporting year active or interactive? Yes No
- d. Please select all storm water topics, target audiences, and delivery mechanisms used in the reporting year

Public Education and Outreach Delivery Mechanisms (Active and Passive)	
Active/Interactive Mechanisms	Passive Mechanisms
<input checked="" type="checkbox"/> Education activities (school presentations, summer camps) <input checked="" type="checkbox"/> Information booth at event <input checked="" type="checkbox"/> Targeted group training (contractors, consultants, etc.) <input checked="" type="checkbox"/> Government event (public hearing, council meeting) <input checked="" type="checkbox"/> Workshops <input type="checkbox"/> Tours <input type="checkbox"/> Other: <input type="text"/>	<input checked="" type="checkbox"/> Passive print media (brochures at front desk, posters, etc.) <input checked="" type="checkbox"/> Distribution of print media (mailings, newsletters, etc.) via mail or email. <input checked="" type="checkbox"/> Media offerings (radio and TV ads, press release, etc.) <input checked="" type="checkbox"/> Social media posts <input type="checkbox"/> Signage <input checked="" type="checkbox"/> Website <input type="checkbox"/> Other: <input type="text" value="Educational Giveaways"/>

Topics Covered	Target Audience
<input checked="" type="checkbox"/> Illicit discharge detection and elimination <input checked="" type="checkbox"/> Household hazardous waste disposal/pet waste management/vehicle washing <input checked="" type="checkbox"/> Yard waste management/pesticide and fertilizer application <input checked="" type="checkbox"/> Stream and shoreline management <input checked="" type="checkbox"/> Residential infiltration <input type="checkbox"/> Construction sites and post-construction storm water management <input checked="" type="checkbox"/> Pollution prevention <input checked="" type="checkbox"/> Green infrastructure/low impact development <input type="checkbox"/> Other: <input type="text"/>	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input checked="" type="checkbox"/> Businesses <input checked="" type="checkbox"/> Contractors <input checked="" type="checkbox"/> Developers <input checked="" type="checkbox"/> Industries <input checked="" type="checkbox"/> Public Officials <input type="checkbox"/> Other: <input type="text"/>

- e. Will additional information/summary of these education events be attached to the annual report? Yes No

If no, please provide additional comment in the brief explanation box below. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Missing Information

Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 2 : Complete

2. Public Involvement and Participation

a. Permit Activities. Select all of the following topics the Permittee did to engage public participation and involvement.

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
<input checked="" type="checkbox"/> MS4 Annual Report <input checked="" type="checkbox"/> Storm Water Management Program <input checked="" type="checkbox"/> Storm Water related ordinance <input type="checkbox"/> Other: <input type="text"/>	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input checked="" type="checkbox"/> Businesses <input checked="" type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input checked="" type="checkbox"/> Public Officials <input type="checkbox"/> Other	101 +	<input checked="" type="radio"/> Yes <input type="radio"/> No

b. Volunteer Activities. Select all of the following audiences targeted for volunteer involvement and participation related to storm water.

NA (Individual Permittee)

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
Volunteer Opportunity	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input checked="" type="checkbox"/> Businesses <input checked="" type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input checked="" type="checkbox"/> Public Officials <input type="checkbox"/> Other	101 +	<input checked="" type="radio"/> Yes <input type="radio"/> No

c. Brief explanation on Public Involvement and Participation reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

This education and outreach report and associated activities were produced and executed by Root-Pike WIN's Respect Our Waters Program. Please contact info@rootpikewin.org with questions.

Missing Information

Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 3 : Complete

3. Illicit Discharge Detection and Elimination

- | | |
|--|----------------------------------|
| a. How many total outfalls does the municipality have? | <input type="text" value="119"/> |
| b. How many major outfalls does the municipality have? | <input type="text" value="2"/> |
| c. How many outfalls did the municipality evaluate as part of their routine ongoing field screening program? | <input type="text" value="12"/> |
| d. From the municipality's routine screening, how many were confirmed illicit discharges? | <input type="text" value="0"/> |
| e. How many illicit discharge complaints did the municipality receive? | <input type="text" value="0"/> |
| f. From the complaints received, how many were confirmed illicit discharges? | <input type="text" value="0"/> |
| g. How many of the identified illicit discharges did the municipality eliminate in the reporting year (from both routine screening and complaints)?
<small>(If the sum of 3.c. and 3.e. does not equal 3.f., please explain below.)</small> | <input type="text" value="0"/> |
| h. What types of regulatory mechanisms does the municipality have available to compel compliance with this program? Check all that are available and how many times each were used in the reporting year. | |
| <input checked="" type="checkbox"/> Verbal Warning | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Written Warning (including email) | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Notice of Violation | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Civil Penalty/ Citation | <input type="text" value="0"/> |

Additional Information: _____

- i. Brief explanation on Illicit Discharge Detection and Elimination reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

N/A

Missing Information

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Minimum Control Measures - Section 4 : Complete

4. Construction Site Pollutant Control

- a. How many total construction sites with one acre or more of land disturbing construction activity were active at any point in the reporting year?
- b. How many construction sites with one acre or more of land disturbing construction activity did the municipality issue permits for in the reporting year?
- c. How many erosion control inspections did the municipality complete in the reporting year (at sites with one acre or more of land disturbing construction activity)?

d. What types of regulatory mechanisms does the municipality have available to compel compliance with this program? Check all that are available and how many times each were used in the reporting year.

- Verbal Warning
- Written Warning (including email)
- Notice of Violation
- Civil Penalty/ Citation
- Stop Work Order
- Forfeiture of Deposit
- Other - Describe below

e. Brief explanation on Construction Site Pollutant Control reporting . *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Village Building Inspector will inspect each permitted site once a month and after every rain event using Form 3400-187. These are stored on the Village shared drive for documentation.

Missing Information

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Minimum Control Measures - Section 5 : Complete

5. Post-Construction Storm Water Management

a. 22/66

How many new structural storm water management Best Management Practice (BMP) have received local approval ?

*Engineered and constructed systems that are designed to provide storm water quality control such as wet detention ponds, constructed wetlands, infiltration basins, grassed swales, permeable pavement,

b. Does the MS4 have procedures for inspecting and maintaining private storm water facilities? Yes No

c. If Yes, how many privately owned storm water management facilities were inspected in the reporting year ? Inspections completed by private landowners should be included in the reported number.

d. Does the municipality utilize privately owned storm water management BMP in its pollutant reduction analysis? Yes No

e. Does MS4 have maintenance authority on these privately owned BMPs? Yes No

f. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year.

- Verbal Warning
- Written Warning (including email)
- Notice of Violation
- Civil Penalty/ Citation
- Forfeiture of Deposit
- Complete Maintenance
- Bill Responsible Party
- Other - Describe below

g. Brief explanation on Post-Construction Storm Water Management reporting . *If marked 'Unsure' on any questions above, justify your reasoning. Limit your response to 250 characters and/or attach supplemental information on the attachments page.*

Projects with new facilities enter into a Declaration of Stormwater Facilities plan as part of DA. Since 2022 Village has allocated funds to obtain the depths of detention ponds, due to mild winters in the past 4 years testing has not taken place.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

6. Pollution Prevention

Storm Water Management Best Management Practice Inspections Not Applicable

- a. Enter the total number of "municipally owned" (i.e., publicly owned BMPs) or operated (i. e., privately owned BMPs) structural storm water management best management practices.
- b. How many new municipally owned storm water management best management practices were installed in the reporting year?
- c. How many municipally owned (public) storm water management best management practices were inspected in the reporting year?
- d. What elements are looked at during inspections (250 character limit)?
- e. How many of these facilities required maintenance?
- f. Brief explanation on Storm Water Management Best Management Practice inspection reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Public Works Yards & Other Municipally Owned Properties that require a stormwater pollution prevention plan (SWPPP)* Not Applicable

- g. How many municipal properties require a SWPPP?
- h. How many inspections of municipal properties have been conducted in the reporting year?
- i. Have amendments to the SWPPPs been made?
 Yes No
- j. If yes, describe what changes have been made. Limit response to 250 characters and/or attach supplemental information on the attachment page:
- k. Brief explanation on Storm Water Pollution Prevention Plan reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

* Any municipally owned property that has the potential to generate stormwater pollution should have a SWPPP. For example, if a municipal property stores compost piles, material storage, yard wastes, etc., outside and can contaminate stormwater runoff—a SWPPP is required.

Collection Services - Street Sweeping Program Not Applicable

Collection Services - *Catch Basin Sump Cleaning Program* Not Applicable

- p. Did the municipality conduct catch basin sump cleaning during the reporting year? Yes No
- q. How many catch basin sumps were cleaned in the reporting year?
- r. If known, how many tons of material was collected?
- s. Does the municipality have a low hazard exemption for this material? Yes No
- t. If catch basin sump cleaning is identified as a storm water best management practice in the pollutant loading analysis, was cleaning completed at the assumed frequency?
 Yes- Explain frequency Village attempts to complete 45 per year.
 No - Explain _____
 Not Applicable

Collection Services - *Leaf Collection Program* Not Applicable

- u. Does the municipality conduct curbside leaf collection? Yes No
- v. Does the municipality notify homeowners about pickup? Yes No
- w. Where are the residents directed to store the leaves for collection?
 Pile on terrace Pile in street Bags on terrace
 Other - Describe Yard Waste Disposal Site at Village/Town Hall
- x. What is the frequency of collection?
Site is open from April 1st to December 31st
- y. Is collection followed by street sweeping? Yes No
- z. Brief explanation on Collection Services reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page*

Village tracks number of yard waste collected based on number of dumpsters filled throughout the season.

Winter Road Management Not Applicable

*Note: We are requesting information that goes beyond the reporting year, answer the best you can.

- aa. How many lane-miles of roadway is the municipality responsible for doing snow and ice control? (*One mile of a two-way road equals two lane miles.*)
- ab. Provide amount of de-icing products used by month last winter season?
 Solids (tons) (ex. sand, or salt-sand)

Product	Oct	Nov	Dec	Jan	Feb	Mar
Salt	0	0	33	170	117	0

Liquids (gallons) (ex. brine)

	Oct	Nov	Dec	Jan	Feb	Mar
			25/66			

None

- ac. Was salt applying machinery calibrated in the reporting year? Yes No
- ad. Have municipal personnel attended salt reduction strategy training in the reporting year? Yes No

Training Date	Training Name	# Attendance
10/28/2025	Smart Salting Workshop	8

- ae. Brief explanation on Winter Road Management reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page*

Staff attends Salt Wise Training annually. All salting equipment was calibrated by Force America in October 2025. Staff are advised when to salt based on road temperature and ambient temperature.

Internal (Staff) Education & Communication

- af. Has the municipality provided an opportunity for internal training or education to staff implementing the municipality's procedures for each of the pollution prevention program element? Yes No

If yes, describe what training was provided (250 character limit):

Newly hired staff trained in pollution prevention strategies. Supervisors will take new staff members to inspect outfalls and BMPs to educate them on what to look for and how it works.

- ag. Describe how the municipality has kept the following local officials and municipal staff aware of the municipal storm water discharge permit programs, procedures and pollution prevention program requirements.

Elected Officials

Work Sessions

Municipal Officials

Work Sessions

Appropriate Staff (such as operators, Department heads, and those that interact with public)

Staff Meetings and seminars

- ah. Brief explanation on Internal Education reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Appropriate staff given copies of Somers Storm Water Management Program. Staff will fill out inspections with supervisors to get field experience.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Minimum Control Measures - Section 7 : Complete

7. Storm Sewer System Map

a. Did the municipality update their storm sewer map this year?

Yes No

If yes, check the areas the map items that got updated or changed:

Storm water treatment facilities

Storm pipes

Vegetated swales

Outfalls

Other - Describe below

Catch Basins, Inlets, Outfalls, Major Culverts were all integrated to GIS in 2025. We will be utilizing work order softwar...

b. Brief explanation on Storm Sewer System Map reporting. *If you marked Unsure for an question for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

GPS of manholes, culverts, storm basins, etc have been updated.

Missing Information

Do not close your work until you SAVE.

Form 3400-224 (R8/2021)

Final Evaluation - Complete

Fiscal Analysis

Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

Annual Expenditure Reporting Year	Budget Reporting Year	Budget Upcoming Year	Source of Funds
-----------------------------------	-----------------------	----------------------	-----------------

Element: Public Education and Outreach

925	1200	1200	<u>Storm water utility</u>
-----	------	------	----------------------------

Element: Public Involvement and Participation

850	1200	1200	<u>Storm water utility</u>
-----	------	------	----------------------------

Element: Illicit Discharge Detection and Elimination

65	100	100	<u>Storm water utility</u>
----	-----	-----	----------------------------

Element: Construction Site Pollutant Control

700	1000	1000	<u>Storm water utility</u>
-----	------	------	----------------------------

Element: Post-Construction Storm Water Management

2000	2000	2000	<u>Storm water utility</u>
------	------	------	----------------------------

Element: Pollution Prevention

1000	1000	1000	<u>Storm water utility</u>
------	------	------	----------------------------

Other (describe)

			<u>Select...</u>
--	--	--	------------------

Please provide a justification for a "0" entered in the Fiscal Analysis. *Limit response to 250 characters.*

Water Quality

a: Were there any known water quality improvements in the receiving waters to which the

municipality's storm sewer system directly discharges to?

Yes No Unsure If Yes, explain below:

Shoreland Highschool, Gitzlaff wetlands, and Neumiller wetlands all received

b: Were there any known water quality degradation in the receiving waters to which the municipality's storm sewer system directly discharges to?

Yes No Unsure If Yes, explain below:

c: Have any of the receiving waters that the municipality discharges to been added to the impaired waters list during the reporting year?

Yes No Unsure

d: Has the municipality evaluated their storm water practices to reduce the pollutants of concern?

Yes No Unsure

Storm Water Quality Management

a. Has the municipality completed or updated modeling in the reporting year (relating to developed urban area performance standards of s. NR 151.13(2)(b)1., Wis. Adm. Code)? Yes No

b. If yes, enter percent reduction in the annual average mass discharging from the entire MS4 to surface waters of the state as compared to implementing no storm water management controls:

Total suspended solids (TSS)

Total phosphorus (TP)

Additional Information

Based on the municipality's storm water program evaluation, describe any proposed changes to the municipality's storm water program. *If your response exceeds the 250 character limit, attach supplemental information on the attachments page.*

Do not close your work until you SAVE.

--	--	--	--	--	--	--

Form 3400-224 (R8/2021)

Requests for Assistance on Understanding Permit Programs

Would the municipality like the Department to contact them about providing more information on understanding any of the Municipal Separate Storm Sewer Permit programs?

Please select all that apply:

- Public Education and Outreach
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Construction Site Pollutant Control
- Post-Construction Storm Water Management
- Pollution Prevention
- Storm Water Quality Management
- Storm Sewer System Map
- Water Quality Concerns
- Compliance Schedule Items Due
- MS4 Program Evaluation

Do not close your work until you **SAVE**.

Form 3400-224(R8/2021)

Required Attachments and Supplemental Information

Any other MS4 program information for inclusion in the Annual Report may be attached on here. Use the Add Additional Attachments to add multiple documents.

Upload Required Attachments (15 MB per file limit) - [Help reduce file size and trouble shoot file uploads](#)

*Required Item

Note: To replace an existing file, use the 'Click here to attach file ' link or press the to delete an item.

Storm Sewer System Map

 File Attachment

[Village & Town of Somers Storm Sewer System Map.pdf](#)

Attach - Other Supporting Documents

AR EO

 File Attachment

[2025 Somers Synopsis.xlsx](#)

AR IP

 File Attachment

[2025 ROW Summary and Photo Recap - Somers.docx](#)

AR IDDE

 File Attachment

[2025 Outfall Inspections.pdf](#)

AR CSPC

 File Attachment

[2024.03.14 ADM DNR 2023 MS4 Somers Storm Water Management Program Section 5 - Construction Site Pollutant Control Appendix D.pdf](#)

AR CSPC

 File Attachment

[Chapter 17 Construction Site Erosion and Sediment Control.pdf](#)

AR WintRdMain

 File Attachment

[2025 PW Village of Somers Road Salting Policy.pdf](#)

AR LeafYardMgmt

 File Attachment

[2025 PW Village of Somers Leaf Collection Policy.pdf](#)

AR Other

 File Attachment

[2025 PW Village and Town of Somers Catch Basin Material Procedure.pdf](#)

AR BMPInspSum

 File Attachment

[Gitzlaff Pond Inspection 10-24-2025.pdf](#)

AR MuniSWPPP

 File Attachment

[Public Works Inspection 3-10-25.pdf](#)

AR MuniSWPPP

 File Attachment

[2025 PW Dump Site Inspection 3-10-25.pdf](#)

AR MuniSWPPP

 File Attachment

[SWPPP Somers Final.pdf](#)

AR EO

 File Attachment

[2024.02.02 ADM DNR 2023 MS4 Survey Results - ROW 2023 - Village and Town of Somers.pdf](#)

AR EO

 File Attachment

[2025 MS4 Report Write In - Somers.pdf](#)

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Attach - Permit Compliance Documents

IDDE Program

 File Attachment

[2025 PW IDDE Written Program Procedure.pdf](#)

PCSSW Program

 File Attachment

[2025 PW Post-Construction Stormwater Management Program Procedure.pdf](#)

PP BMPInsp

 File Attachment

[Written Program Procedure for Municipally Owned Dry Ponds.pdf](#)

PP BMPInventory

 File Attachment

[2025 PW Pond Inventory.pdf](#)

SWQM TMDLImpPlan

 File Attachment

[2025 PW Illegal Connection or Illicit Discharge Form FILLABLE.pdf](#)

CS Program

 File Attachment

[2024.03.14 ADM DNR 2023 MS4 Somers Storm Water Management Program Section 5 - Construction Site Pollutant Control Appendix D \(1\).pdf](#)

IDDE Program

 File Attachment

[2025 ADM DNR 2022 MS4 Somers Storm Water Management Program Section 4 - Illicit Discharge Detection and Elimination Appendix B C.pdf](#)

SWQM TMDLMap

 File Attachment

[MS4 Outfall Screening Map.pdf](#)

SWQM TMDLModel

 File Attachment

[MS4 Outfall Screening List.pdf](#)

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Missing Information

Draft and Share PDF Report with the permittee's governing body or delegated representatives.

Press the button below to create a PDF. The PDF will be sent to the email address associated with the WAMS ID that is signed in. After the annual report has been reviewed by the governing body or delegated representative, return to the MS4 eReporting System to submit the final report to the DNR.

[Draft and Share PDF Report](#)

Sign and Submit Your Application

Steps to Complete the signature process

1. Read and Accept the Terms and Conditions
2. Press the Submit and Send to the DNR button

NOTE: For security purposes all email correspondence will be sent to the address you used when registering your WAMS ID. This may be a different email than that provided in the application. For information on your WAMS account click [HERE](#).

Terms and Conditions

Certification: I hereby certify that I am an authorized representative of the municipality covered under Somers, Village & Town MS4 Permit for which this annual report or other compliance document is being submitted, and that the information contained in this submittal and all attachments were gathered and prepared under my direction or supervision. Based on my inquiry of the person or persons under my direction or supervision involved in the preparation of this document, to the best of my knowledge, the information is true, accurate, and complete. I further certify that the municipality's governing body or delegated representatives have reviewed or been apprised of the contents of this annual report. I understand that Wisconsin law provides severe penalties for submitting false information.

Signee (must check current role prior to accepting terms and conditions)

- Authorized municipal contact using WAMS ID.
- Delegation of Signature Authority (Form 3400-220) for agent signing on the behalf of the authorized municipal contact.
- Agent seeking to share this item with authorized municipal contact (authorized municipal contact must get WAMS id and complete signature).

Name:

Title:

Authorized Signature.

- I accept the above terms and conditions.

After providing the final authorized signature, the system will send an email to the authorized party and any agents. This email will include a copy to the final read only version of this application.

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

WORK SESSION: February 3, 2026

TO: Village President Stoner and Board of Trustees

PREPARED BY: Jim Hurley, Village Administrator

REVIEWED BY: Kevin Poirier, Assistant Administrator

AGENDA ITEM: #6 Discussion on Proposal from GEI Consultants for Geotechnical Peer Engineering Review of the 12th Street Water Main Crossing in the amount of \$15,000.00

BACKGROUND:

In November 2025, the Village Board approved a proposal from ECS Midwest, LLC for Subsurface Exploration and Geotechnical Engineering Services for the 12-inch water main to cross under the railroad tracks at 12th Street.

COMMENTS:

Per Engineer Brett Biwer, Canadian Pacific Railway (CPR) requires all underground installations of 12" or greater to have prepared a geotechnical report as well as a plan for track monitoring per the CPR Geotechnical Protocol. Additionally, the Village must contact one of the two approved vendors and coordinate review and approval, at the Village's expense.

The two approved vendors are CHA Companies or GEI Consultants. Mr. Biwer contacted both vendors and the cost estimate provided for their review services was about the same. GEI Consultants has a more local presence with an office in Green Bay. The cost estimate is the following:

- \$7,500 for the design phase scope
- \$7,500 be used for the construction phase scope

TOTAL: \$15,000

UPDATE:

The Village opened bids for the 12th Street Water Main Project on January 29, 2026. The budget estimate for the construction from 100th Avenue to the Post Office excluding the Water Transfer Station was \$3,340,300, plus \$829,700 for engineering and contingency.

FINANCIAL OR BUDGET CONSIDERATION:

This item will be billed the same way as the engineering of the watermain extension from Shoreland to the Post Office. Part of the cost will be borne by the TIFs.

SUGGESTED ACTION

If the Village Board would like to consider approval of the work then it will be added to the February 10th Village Board meeting agenda.

ATTACHMENTS:

Proposal for Geotechnical Peer Engineering Review from GEI Consultants

January 15, 2026

Consulting
Engineers and
Scientists

VIA EMAIL: jmarchese@baxterwoodman.com

Mr. Joseph Marchese, PE
Baxter & Woodman Consulting Engineers
500 E Main Street, Suite 101
Waterford, WI 53185

**Re: Proposal for Geotechnical Peer Engineering Review of the Proposed 12" Diameter Water Main Crossing in the Village of Somers, Wisconsin
Canadian Pacific-Kansas City Railroad C&M Subdivision Milepost 57.58**

Dear Mr. Marchese:

At your request, GEI Consultants, Inc. (GEI) is pleased to submit a proposal for third party engineering review services associated with the 12-inch diameter water main line encased inside a 24-inch diameter steel casing that is proposed beneath the Canadian Pacific-Kansas City Railroad (CPKC Rail) at 12th Street/Somers Road in Somers, Wisconsin. The crossing is located on the CPKC C&M Subdivision at Milepost (MP) 57.58.

Background

We understand that the Village of Somers (the Village) is planning to install a new 12-inch diameter water main along 12th Street/Somers Road. In order to accomplish the installation, trenchless methods are proposed to install a 24-inch diameter steel casing beneath the existing CPKC owned railroad track where two parallel railroad tracks intersect 12th Street/Somers Road. The proposed crossing is approximately 140 feet in length with a crossing depth of approximately 8.25 feet from the base of rail to the top of pipe. The launching and receiving pits will be located outside of the CPKC right of way.

We understand that the City has retained Baxter & Woodman to serve as the Civil Engineer of Record and ECS Midwest, LLC (ECS) to serve as the Geotechnical Engineer of Record for the proposed crossing. ECS has completed a subsurface exploration for the proposed crossing and results of the exploration have been provided in a geotechnical report which include settlement calculations and a settlement monitoring plan.

Proposed Scope of Services

CPKC Rail geotechnical protocol for third party pipeline crossing construction within its right-of-way and under CPKC tracks requires a third-party independent geotechnical review before a permit can be granted by CPKC Rail. Baxter & Woodman has requested GEI's assistance in providing the required 3rd party independent engineering peer reviews per CPKC Rail Protocol.

Based on email exchanges, GEI anticipates our current scope of work pertaining to the design phase of the proposed crossing will include but not limited to the following:

- An independent review of the project specific geotechnical report and design memorandum along with the design plan, pipe profile, and track profile at the crossing.
- An independent review of the settlement calculations and track monitoring plan.
- A cursory review of the technical specifications pertaining to the crossing only.
- A cursory review of the proposed launching and receiving shafts, and if deemed necessary a detailed review of the pertinent temporary support design calculations for potential impact of the shaft construction of CPKC rail tracks and embankments.
- Limited independent calculations, if necessary, to verify the geotechnical evaluation result and recommendations by the project geotechnical engineer of record.
- Preparation of a written report summarizing our findings and pertinent recommendations.

We anticipate that our scope of work pertaining to the construction phase of the project will include but not limited to the following:

- Review of Contractor's geotechnical submittals pertaining to the crossing
- Review of Contractor's pertinent shop drawings
- Review of Contractor's means and construction
- Review of Contractor's proposal for remedial or stabilizing works in case of failure or occurrence of excessive ground or track movements.
- Review of geotechnical instrumentation and settlement monitoring readings

Based on the cover and size of the proposed new steel casing, we anticipate that the independent review will fall into the Intermediate Process Level per CPKC Rail Utilities Crossing Review Protocol. This will require on-site observation of a CPKC Rail independent engineer during construction to document the conditions. Additionally, we included up to two (2) conference calls to clarify any issues or questions that may arise during our review work and to discuss our findings.

Cost Estimate and Schedule

We propose to perform the above-outlined scope of services on a time-and-expense basis. We suggest that a budgetary estimated cost of \$7,500 be used for the design phase scope and \$7,500 be used for the construction phase scope for a total budgetary estimated cost of **\$15,000**. As indicated above, this budgetary cost does not include the fee for site observation and attendance of site meetings or conference calls. Our final fee will be determined based on the actual work performed and billed in accordance with the appropriate rates provided on the attached Fee Schedule. If our initial findings indicate that a change in scope of services from that outlined herein will be necessary, we will discuss potential work-scope changes with you and request your concurrence prior to performing the additional scope. Any changes in our total fees based upon approved work scope changes will be made in accordance with the attached rate schedule.

We could complete the review of the geotechnically related design and construction reports and submittals as outlined above within 10 to 15 working days after we receive all the pertinent

submission from your office. Additional time will be required to review any follow-ups or additional issues that may arise from our initial review. We will only proceed with our work after we receive a written authorization or signed agreement from your office.

Terms and Conditions

The attached Standard Professional Agreement of Services and Fee Schedule are integral parts of this proposal. If acceptable, please have an authorized representative execute and return a signed copy of the agreement.

Should you have any questions or wish to discuss further the scope of work, fee estimate, and work schedule as presented herein, please contact us. We thank you for the opportunity to submit this proposal and look forward to working with you on this project.

Sincerely,

GEI CONSULTANTS, INC.



Chia K. Tan, P.E., D.GE, F.ASCE
Senior Consultant



Megan M. Jehring, P.E.
Geotechnical Engineer

Enclosures:

Standard Professional Services of Agreement
GEI Fee Schedule (2026)

MMJ/CKT



STANDARD PROFESSIONAL SERVICES AGREEMENT

1. AGREEMENT

This Agreement is made and entered into by and between

GEI Consultants, Inc.

3159 Voyager Drive, Green Bay, WI 54311

Village of Somers

7511 12th Street, Somers, WI 53171

and

By this Agreement, the parties do mutually agree as follows:

2. SCOPE OF SERVICES

GEI shall perform the services described herein and in **Exhibit A**.

3. EFFECTIVE DATE

The effective date of this Agreement shall be the latter of the acceptance dates indicated in Article 16, Acceptance. Acceptance of this Agreement by both parties shall serve as GEI's Notice to Proceed with the services described in **Exhibit A**.

4. FORCE MAJEURE

- a) Force Majeure "Event of Force Majeure" means an event beyond the control of GEI and CLIENT, which prevents a Party from complying with any of its obligations under this Agreement, including but not limited to, acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods, epidemics, war, hostilities, acts of terrorism, riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of GEI or its subcontractors.
- b) Neither CLIENT nor GEI shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an event of Force Majeure. Either CLIENT or GEI shall give written notice to the other upon becoming aware of an Event of Force Majeure.

5. COMPENSATION

- a) CLIENT agrees to pay GEI in accordance with the payment terms provided in **Exhibit B** but in no event later than thirty (30) days of CLIENT's receipt of invoice.
- b) GEI will submit invoices monthly or upon completion of a specified scope of service in accordance with GEI's standard invoicing practices, or as otherwise provided in **Exhibit B**.
- c) Payment is due upon receipt of the invoice. Payments will be made by either check or electronic transfer to the address specified by GEI, and will reference GEI's invoice number.
- d) Interest will accrue at the rate of 1% per month of the invoiced amount in excess of thirty (30) days past the invoice date, or as otherwise provided in **Exhibit B**.
- e) In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed amounts will be paid.

6. PERFORMANCE STANDARDS

- a) GEI will perform its services under this Agreement in a manner consistent with that degree of skill and care ordinarily exercised by members of GEI's profession currently practicing in the same locality under similar conditions. GEI makes no other representations and no warranties, either express or implied, regarding the services provided hereunder.
- b) GEI shall correct deficiencies in services or documents provided under this Agreement without additional cost to CLIENT; except to the extent that such deficiencies are directly attributable to deficiencies in CLIENT furnished information.
- c) Unless otherwise specifically indicated in writing, GEI shall be entitled to rely, without liability, on the accuracy and completeness of information provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.

STANDARD PROFESSIONAL SERVICES AGREEMENT

- d) CLIENT agrees to look solely to the manufacturer or provider to enforce any warranty claims arising from any equipment, materials or other goods provided as a component of GEI's services.

7. INSURANCE

- a) GEI will carry the types and amounts of insurance in the usual form as provided in **Exhibit C**.
- b) Upon written request of CLIENT, GEI will furnish Certificates of Insurance indicating the required coverages and conditions.

8. ALLOCATION OF RISKS

- a) Indemnification. To the fullest extent permitted by law, GEI agrees to indemnify and hold CLIENT harmless from and against liabilities, claims, damages, and costs (including reasonable attorney's fees) to the extent caused by the negligence or willful misconduct of GEI in the performance of services under this Agreement.
- b) Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of GEI and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to GEI's services, the project, or this Agreement, will not exceed the total compensation received by GEI under the specific applicable project and/or task order, or Fifty Thousand Dollars (\$50,000) whichever is less. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of GEI or its officers, directors, employees, agents, or independent professional associates or consultants, or any of them. CLIENT further agrees to require that all contractors and subcontractors agree that this limitation of GEI's liability extends to include any claims or actions that they might bring in any forum.
- c) Consequential Damages. GEI and CLIENT waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, and loss of business or business opportunities, for claims, disputes, or other matters in question arising out of or relating to this Agreement.

9. CONFIDENTIALITY

- a) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by GEI to be duly issued, or unless requested to do so in writing by CLIENT, GEI agrees it will not convey to others any proprietary non-public information, knowledge, data, or property relating to the business or affairs of CLIENT or of any of its affiliates, which is in any way obtained by GEI during its association with CLIENT. GEI further agrees to strive to limit, to a "need to know" basis, access by its employees to information referred to above.
- b) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by CLIENT to be duly issued, CLIENT will not release to its employees or any other parties any concepts, materials, or procedures of GEI deemed by GEI to be proprietary and so explained to CLIENT.

10. OWNERSHIP OF DOCUMENTS

Drawings, diagrams, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service (Project Documents), regardless of form, will be confidential and the proprietary information of GEI, and will remain the sole and exclusive property of GEI whether the project for which they are made is executed or not. CLIENT retains the right to use Project Documents for the furtherance of the project consistent with the express purpose(s) of the Project Documents, and for CLIENT's information and reference in connection with CLIENT's use and occupancy of the project. Any use of Project Documents for purposes other than those for which they were explicitly prepared shall be at CLIENT's sole risk and liability. CLIENT agrees to defend, indemnify, and hold GEI harmless from and against any claims, losses, liabilities, and damages arising out of or resulting from the unauthorized use of Project Documents.

11. TERMINATION AND SUSPENSION

- a) This Agreement may be terminated by CLIENT for any reason upon ten (10) days written notice to GEI.
- b) This Agreement may be terminated by GEI for cause upon thirty (30) days written notice to CLIENT.
- c) In the event that this Agreement is terminated for any reason, CLIENT agrees to remit just and equitable compensation to GEI for services already performed in accordance with this Agreement, subject to the limitations given in this Article 11, Termination and Suspension.
- d) In the event Client terminates this Agreement for cause, in determining just and equitable compensation to GEI for work already performed, CLIENT may reduce amounts due to GEI by amounts equal to additional costs incurred by CLIENT to complete the Agreement scope. Such additional costs incurred by CLIENT may include but are not limited to: (1) the additional costs incurred by CLIENT to engage another qualified consultant to complete the unfinished scope; and (2) CLIENT’s labor costs and expenses to demobilize and remobilize its personnel to the site to coordinate with the new consultant.
- e) GEI may suspend any or all services under this Agreement if CLIENT fails to pay undisputed invoice amounts within sixty (60) days following invoice date, by providing written notice to CLIENT, until payments are restored to a current basis. In the event GEI engages counsel to enforce overdue payments, CLIENT will reimburse GEI for all reasonable attorney’s fees and court costs related to enforcement of overdue payments, provided that CLIENT does not have a good faith dispute with the invoice. CLIENT will indemnify and save GEI harmless from any claim or liability resulting from suspension of the work due to non-current, undisputed payments.

12. DISPUTE RESOLUTION

Both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.

13. GENERAL CONSIDERATIONS

- a) Authorized Representatives. The following individuals are authorized to act as CLIENT’s and GEI’s representatives with respect to the services provided under this Agreement:

For CLIENT:	<u>Jim Hurley, Village Administrator</u> <u>Village of Somers</u> <u>7511 12th Street, Somers, WI 53171</u>
For GEI:	<u>Chia K. Tan, PE</u> <u>3159 Voyager Drive, Green Bay, WI 54311</u>

- b) Nothing in this Agreement shall be construed as establishing a fiduciary relationship between CLIENT and GEI.
- c) Notices. Any notice required under this Agreement will be in writing, submitted to the respective party’s Authorized Representative at the address provided in this Article 13, General Considerations. Notices shall be delivered by registered or certified mail postage prepaid, or by commercial courier service. All notices shall be effective upon the date of receipt.
- d) Controlling Law. This Agreement is to be governed by the laws of the Commonwealth of Massachusetts.
- e) Survival. All express representations, indemnifications, or limitations of liability included in the Agreement will survive its completion or termination for any reason. However, in no event shall indemnification obligations extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

STANDARD PROFESSIONAL SERVICES AGREEMENT

- f) Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon GEI and CLIENT.
- g) Waiver. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- h) Headings. The headings used in this Agreement are for general reference only and do not have special significance.
- i) Certifications. GEI shall not be required to sign any documents, no matter by whom requested, that would result in GEI having to certify, guaranty, or warrant the existence of conditions or the suitability or performance of GEI's services or the project, that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- j) Third Parties. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or GEI. GEI's services hereunder are being performed solely for the benefit of CLIENT, and no other entity shall have any claim against GEI because of this Agreement or GEI's performance of services hereunder. CLIENT shall indemnify and hold GEI harmless from any claims by any third parties that arise from the CLIENT's release of any Project Documents by CLIENT.

14. ADDITIONAL PROVISIONS

- a) If Field Services are provided under this Agreement, the additional provisions included in **Exhibit D** shall apply. Field Services are defined as services performed on property owned or controlled by CLIENT, any federal, state, or local government or governmental agency, or other third party, and include, but are not limited to: site inspection, site investigation, subsurface investigation, sample collection, or sample testing.
- b) If the services of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) are provided under this Agreement, the additional provisions included in **Exhibit E** shall apply.
- c) If Engineering Design Services are provided under this Agreement, the additional provisions included in **Exhibit F** shall apply.
- d) If Opinions of Probable Construction Cost are provided under this Agreement, the additional provisions included in **Exhibit G** shall apply.
- e) If Construction Services are provided under this Agreement, the additional provisions included in **Exhibit H** shall apply.
- f) If applicable, all samples collected will be retained for a period of **60 days**, after which time they will be discarded unless other specific instructions as to their disposition are received from the client

15. EXHIBITS

The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A, Scope of Services and Schedule
- Exhibit B, Payment Terms
- Exhibit C, Insurance
- ~~Exhibit D, Special Provisions for Field Services~~
- ~~Exhibit E, Special Provisions for Services of Licensed Site/Environmental/Remediation Professionals~~
- ~~Exhibit F, Special Provisions for Engineering Design Services~~
- ~~Exhibit G, Special Provisions for Opinions of Probable Construction Costs~~
- ~~Exhibit H, Special Provisions for Construction Services~~

(Check all that apply; strike all that do not apply)



STANDARD PROFESSIONAL SERVICES AGREEMENT

16. ACCEPTANCE

The parties hereto have executed this Agreement as of the dates shown below.

For CLIENT:

For GEI:

By:

By:

Handwritten signature of Chia K. Tan

(Signature)
(Print Name)
(Title)
(Date)

(Signature)
Chia K. Tan, PE
(Print Name)
Senior Consultant
(Title)
January 15, 2026
(Date)

EXHIBIT A

Scope of Services and Schedule

See Attached Letter Proposal Dated January 15, 2026.

EXHIBIT B

Payment Terms

See Attached Letter Proposal Dated January 15, 2026, including GEI's 2021 Fee Schedule and Payment Terms.

EXHIBIT C

Insurance

GEI will carry the following types and amounts of insurance:

A. Worker's Compensation and Employer's Liability (statutory):

- 1. In accordance with the laws of the state(s) in which services are performed.

B. Commercial General Liability (CGL) Insurance:

- 1. Bodily Injury and Property Damage Combined: \$1,000,000 per occurrence and in aggregate.
2. Including explosion, underground drilling excavation, and collapse hazards.
3. Including an endorsement providing Additional Insured Status to CLIENT under the policy.

- C. Comprehensive Automobile Insurance:
 - 1. Bodily Injury and Property Damage Combined: \$1,000,000 per accident.
 - 2. Includes all owned, nonowned, and hired vehicles used in connection with the services under this Agreement.
- D. Professional Liability Insurance:
 - 1. \$1,000,000 per claim and in aggregate.

EXHIBIT D

Special Provisions for Field Services

- ~~A. Right of Entry. CLIENT agrees to furnish GEI with right of entry and a plan of boundaries of the site where GEI will perform its services. If CLIENT does not own the site, CLIENT represents and warrants that it will obtain permission for GEI's access to the site to conduct site reconnaissance, surveys, borings, and other explorations of the site pursuant to the scope of services in the Agreement. GEI will take reasonable precautions to minimize damage to the site from use of equipment, but GEI is not responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from GEI's operations has not been included in GEI's fee, unless specifically stated in **Exhibit B.**~~
- ~~B. Underground Structures. CLIENT will identify locations of buried utilities and other underground structures in areas of subsurface exploration. GEI will take reasonable precautions to avoid damage to the buried utilities and other underground structures noted. If locations are not known or cannot be confirmed by CLIENT, then there will be a degree of risk to CLIENT associated with conducting the exploration. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of any damages and losses resulting from the exploration work and shall indemnify and hold GEI, its subconsultants and employees harmless from all claims, losses or damages arising from GEI's services involving subsurface exploration.~~
- ~~C. Presence of Hazardous Materials. If unanticipated hazardous waste, oil, asbestos, or other hazardous materials, as defined by federal, state, or local laws or regulations, and if such materials are discovered during GEI's work, CLIENT agrees to negotiate appropriate revisions to the scope, schedule, budget, and terms and conditions of this Agreement. When such hazardous materials are suspected, GEI will have the option to stop work, without financial penalty, until a modification to this Agreement is made or a new Agreement is reached. If a mutually satisfactory Agreement cannot be reached between both parties, this Agreement will be terminated without cause and CLIENT agrees to pay GEI for all services rendered up to the date of termination, including any costs associated with termination.~~
- ~~D. Disposal of Samples and Wastes Containing Regulated Contaminants. In the event that samples collected by GEI or provided by CLIENT, or wastes generated as a result of site investigation activities, contain or potentially contain substances or constituents which are or may be regulated contaminants as defined by federal, state, or local statutes, regulations, or ordinances, including but not limited to samples or wastes containing hazardous materials, said samples or wastes remain the property of CLIENT and CLIENT will have responsibility for them as a generator. If set forth in the Agreement, GEI will, at CLIENT's expense and as CLIENT's appointed agent, perform necessary testing, and either (a) return said samples and wastes to CLIENT, or (b) using a manifest signed by CLIENT as generator, have said samples and/or wastes transported to a location selected by CLIENT for disposal. CLIENT agrees to pay all costs associated with the storage, transport and disposal of said samples and/or wastes. Unless otherwise provided in the Agreement, GEI will not transport, handle, store, or dispose of waste or samples or arrange or subcontract for waste or sample transport, handling, storage, or disposal. CLIENT recognizes and agrees that GEI is working as a bailee and/or agent and at no time assumes title to said waste or samples or any responsibility as generator of said waste or samples. Further, CLIENT agrees to look solely to any transport or disposal entity in the event any claim, cause of action or~~

STANDARD PROFESSIONAL SERVICES AGREEMENT

damages arise from GEI's activities as a bailee or agent of CLIENT under this provision.

~~E. Contribution of Hazardous Materials. CLIENT agrees that GEI has not contributed to the presence of hazardous wastes, oils, asbestos, biological pollutants such as molds, fungi, spores, bacteria and viruses, and by-products of any such biological organisms, or other hazardous materials that may exist or be discovered in the future at the site. GEI does not assume any liability for the known or unknown presence of such materials. GEI's scope of services does not include the investigation or detection of biological pollutants such as molds, fungi, spores, bacteria and viruses, and by-products of any such biological organisms. CLIENT agrees to indemnify and hold harmless GEI, its subconsultants, subcontractors, agents, and employees from and against all claims, damages, losses, and costs (including reasonable attorneys' fees) that may result from the detection, failure to detect, or from the actual, alleged, or threatened discharge, dispersal, release, escape, or exposure to any solid, liquid, gaseous, or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalies, chemicals, waste, oil, hazardous materials, or biological pollutants. CLIENT's obligations under this paragraph apply unless such claims, damages, losses, and expenses are caused by GEI's sole negligence or willful misconduct.~~

EXHIBIT E

Special Provisions for Services of Licensed Site/Environmental Professionals

For services under this Agreement that require the engagement of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) registered with and subject to the laws and regulations promulgated by the state in which the services are provided (collectively the LSP/LEP/LSRP Program), the following will apply:

- ~~A. Under the LSP/LEP/LSRP Program, the LSP/LEP/LSRP owes professional obligations to the public, including, in some instances, a duty to disclose the existence of certain contaminants to the state in which the services are provided.~~
- ~~B. CLIENT understands and acknowledges that in the event that the licensed professional's obligations under the LSP/LEP/LSRP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of CLIENT, the licensed professional is bound by law to comply with the requirements of the LSP/LEP/LSRP Program. CLIENT recognizes that the licensed professional is immune from civil liability resulting from any such actual or alleged conflict.~~
- ~~C. CLIENT agrees to indemnify and hold GEI harmless from any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the licensed professional's fulfillment of the licensed professional's obligations under the LSP/LEP/LSRP Program.~~

EXHIBIT F

Special Provisions for Engineering Design Services

- ~~A. Design Without Construction Phase Services. CLIENT understands and agrees that if GEI's services under this Agreement include engineering design and do not include Construction-Related Services, then CLIENT:~~
 - ~~1. Assumes all responsibility for interpretation of the construction Contract Documents.~~
 - ~~2. Assumes all responsibility for construction observation and review.~~
 - ~~3. Waives any claims against GEI that may be in any way connected thereto.~~

~~For purposes of this Agreement, Construction-Related Services include, but are not limited to: construction observation; review of the construction contractor's technical submittals; review of the construction contractor's progress; or other construction phase services.~~

~~B. Use of Documents.~~

- ~~1. The actual signed and sealed hardcopy construction Contract Documents including stamped drawings, together with any addenda or revisions, are and will remain the official copies of all documents.~~
- ~~2. All documents including drawings, data, plans, specifications, reports, or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human alteration, or other causes.~~
- ~~3. Electronic Files are provided for convenience and informational purposes only and are not a finished product or Contract Document. GEI makes no representation regarding the accuracy or completeness of any accompanying Electronic Files. GEI may, at its sole discretion, add wording to this effect on electronic file submissions.~~
- ~~4. CLIENT waives any and all claims against GEI that may result in any way from the use or misuse, unauthorized reuse, alteration, addition to, or transfer of the electronic files. CLIENT agrees to indemnify and hold harmless GEI, its officers, directors, employees, agents, or subconsultants, from any claims, losses, damages, or costs (including reasonable attorney's fees) which may arise out of the use or misuse, unauthorized reuse, alteration, addition to, or transfer of electronic files.~~

EXHIBIT G**Special Provisions for Opinions of Probable Construction Costs**

~~GEI's Opinions of Probable Construction Cost provided under this Agreement are made on the basis of GEI's experience and qualifications, and represent GEI's best judgment as an experienced and qualified professional generally familiar with the industry. However, since GEI has no control over the cost of labor, materials, equipment, or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, GEI cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Opinions of Probable Construction Cost prepared by GEI.~~

~~If CLIENT wishes greater assurance as to probable construction costs, CLIENT agrees to employ an independent cost estimator.~~

EXHIBIT H**Special Provisions for Construction Services**

~~In accordance with the scope of services under this Agreement, GEI will provide personnel to observe the specific aspects of construction stated in the Agreement and to ascertain that construction is being performed, in general, in accordance with the approved construction Contract Documents.~~

- ~~A. GEI cannot provide its opinion on the suitability of any part of the work performed unless GEI's personnel make measurements and observations of that part of the construction. By performing construction observation services, GEI does not guarantee the contractor's work. The contractor will remain solely responsible for the accuracy and adequacy of all construction or other activities performed by the contractor, including: methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, or other temporary construction aids; safety in, on, or about the job site; and compliance with OSHA and construction safety regulations and any other applicable federal, state, or local laws or regulations.~~
- ~~B. In consideration of any review or evaluation by GEI of the various bidders and bid submissions, and to make recommendations to CLIENT regarding the award of the construction Contract, CLIENT agrees to hold harmless~~

STANDARD PROFESSIONAL SERVICES AGREEMENT

~~and indemnify GEI for all costs, expenses, damages, and attorneys' fees incurred by GEI as a result of any claims, allegations, administrative proceedings, or court proceedings arising out of or relating to any bid protest or such other action taken by any person or entity with respect to the review and evaluation of bidders and bid submissions or recommendations concerning the award of the construction Contract. This paragraph will not apply if GEI is adjudicated by a court to have been solely negligent or to have actually engaged in intentional and willful misconduct without legitimate justification, privilege, or immunity; however, CLIENT will be obligated to indemnify GEI until any such final adjudication by a court of competent jurisdiction.~~

FEE SCHEDULE

<u>Personnel Category</u>	<i>Hourly Billing Rate</i> \$ per hour
Staff Professional – Grade 1	\$ 158
Staff Professional – Grade 2	\$ 174
Project Professional – Grade 3	\$ 190
Project Professional – Grade 4	\$ 214
Senior Professional – Grade 5	\$ 253
Senior Professional – Grade 6	\$ 288
Senior Professional – Grade 7	\$ 343
Senior Consultant – Grade 8	\$ 383
Senior Consultant – Grade 9	\$ 467
Senior Principal – Grade 10	\$ 467

Senior Drafter and Designer	\$ 190
Drafter / Designer and Senior Technician	\$ 174
Field Professional	\$ 176
Technician, Word Processor, Administrative Staff	\$ 142
Office Aide	\$ 111

These rates are billed for both regular and overtime hours in all categories. Rates will increase up to 5% annually, at GEI’s option, for all contracts that extend into the next calendar year. Rates for Deposition and Testimony are increased 1.5 times.

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state and local sales and use taxes and state taxes on GEI fees. The 15% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI’s invoice number.

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

WORK SESSION: February 3, 2026

TO: Village President Stoner and Village Trustees

FROM: Jim Hurley, Village Administrator

REVIEWED BY: Kevin Poirier, Assistant Administrator

AGENDA ITEM: #7 Discuss Public Infrastructure Acceptance for Savannah at Pike Creek Phase 1

BACKGROUND:

Pursuant to the Development Agreement with SCS Pike Creek, LLC, for the Savannah at Pike Creek Project, the developer is required to pay the full cost of the design and construction of Public Improvements, including the sanitary sewer, municipal water main, storm sewer, and public roads. The Agreement identifies specific design standards and allowable construction practices. Upon completion, the Village agrees to accept public improvements upon verifying work is in accordance with plans and specifications; constructed and delivered without defect, damage, or non-conformance; receipt of all required tests; receipt of lien waivers from all contractors; receipt of recorded easement documents; and approval from the Village Engineer.

COMMENTS:

The Village Engineer has completed his review and submitted the attached letter to recommend acceptance of Phase 1 public infrastructure improvements. The second attachment includes map of the locations of the completed public improvements. Once accepted by the Village, then we will assume responsibility for maintenance.

SUGGESTED ACTION

If the Village Board is agreeable, then this item will be placed on the February 10, 2026, Village Board meeting agenda for action.

ATTACHMENTS:

Letter from Engineer Brett Biwer – Savannah at Pike Creek Phase 1 Public Infrastructure Acceptance.

Map Savannah Phase 1 Public Utilities

January 9, 2026

Jim Hurley, Administrator
Village of Somers
7511 12th Street
Somers, WI 53171

Subject: Savannah at Pike Creek Phase I – Public Infrastructure Acceptance

Dear Jim,

We acknowledge that the public infrastructure sections of the Developer's Agreement between the Village of Somers and SCS Pike Creek, LLC. have been satisfied for Phase I of the project. Punch list items dated July 25, 2024, and August 29, 2025 have been completed and final lien waivers have been received from the contractors and suppliers.

We recommend Village acceptance of the public infrastructure constructed as part of this project.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Brett D. Biver

Brett D. Biver, P.E.

Encs.

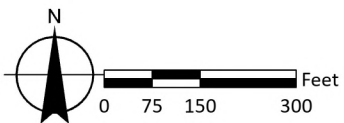
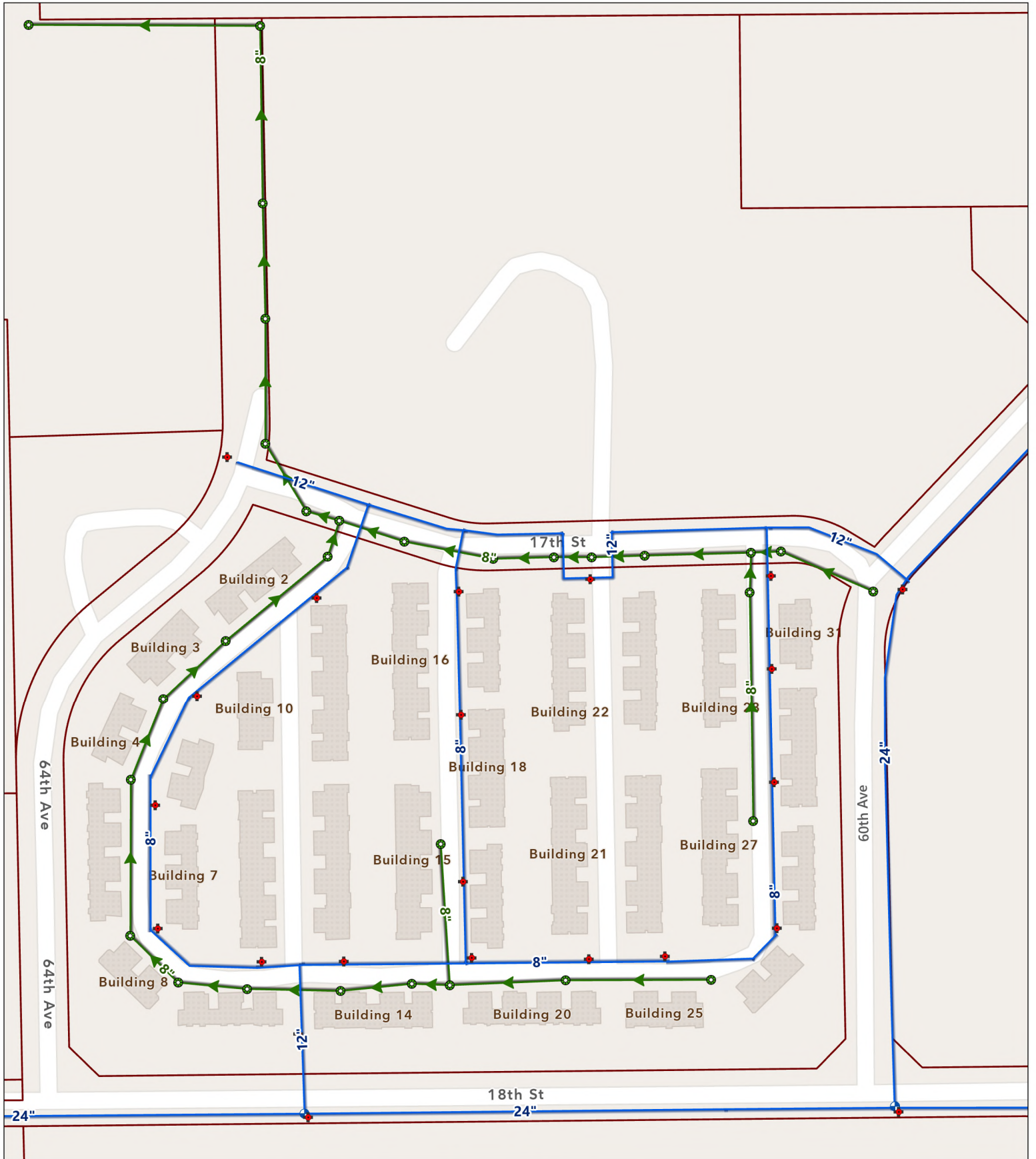
C/email: George Stoner, Village President
Kevin Poirer, Assistant to the Administrator
Josh Sullivan, Public Works Superintendent
Josh Fugate, Utilities Manager
Doug Snyder, Village Engineer
Scott Seymour, Building Inspector
Chris Lomas, Stoneleigh

P:\SOMEV\0201664- SAVANNAH AT PIKE CREEK\CONSTRUCTION\SAVANNAH INFRASTRUCTURE ACCEPTANCE.DOCX

SAVANNAH PHASE 1 PUBLIC UTILITIES

1/28/26

Village of Somers, WI



- Fire Hydrant
- Water Main
- Sanitary Sewer Main
- Sanitary Manholes

VILLAGE OF SOMERS
VILLAGE WORK SESSION
WORK SESSION ITEM MEMORANDUM

WORK SESSION: February 3, 2026

TO: Village President Stoner and Village Trustees

FROM: Wendy Burnette, Clerk-Treasurer

AGENDA ITEM: #8 Review and Discuss application for Class “B” (Picnic) Beer License from Shoreland Lutheran High School Booster Club for A Day at the Derby: Dinner & Auction: Hall of Fame Event on April 11, 2026. Event to be held at Shoreland Lutheran High School, 9026 12th Street Kenosha, WI 53144 and application for Temporary Operators License: Amber Wasurick, for the Shoreland Lutheran High School Shoreland Lutheran High School Booster Club for A Day at the Derby: Dinner & Auction: Hall of Fame Event and request to waive fee

BACKGROUND:

Shoreland Lutheran High School Booster Club is a club organization that was established in 1971. They have approached the Village to request a Class “B” (Picnic) Beer License for A Day at the Derby: Dinner & Auction: Hall of Fame event on April 11, 2026, from 4:30. to 9 p.m. at Shoreland Lutheran High School located at 9026 12th Street.

They also applied for a temporary operator for Amber Wasurick for the event.

They requested to waive associated fees with both applications.

COMMENTS:

Staff recommends these be placed on the February 10th Board meeting for action.

ATTACHMENTS:

Temporary Class “B” / “Class B” Retailers License Application

Temporary Operators application

Site Plan

Request to waive fees letter.



January 6, 2026

To Whom It May Concern (Town of Somers):

I understand that alcoholic beverages will be distributed at the Shoreland Lutheran High School event being held on Saturday, April 11th, 2026 from 4:30PM until 9:00PM. The event is a dinner auction to raise funds to support the increasing needs of our students.

I am hereby requesting a waiver allowing our school to serve alcohol under the conditions established and supervised by our planning committee. I am also requesting that you waive the fees for the Bartender License and the Class B License due to Shoreland Lutheran High School being a non-for-profit organization.

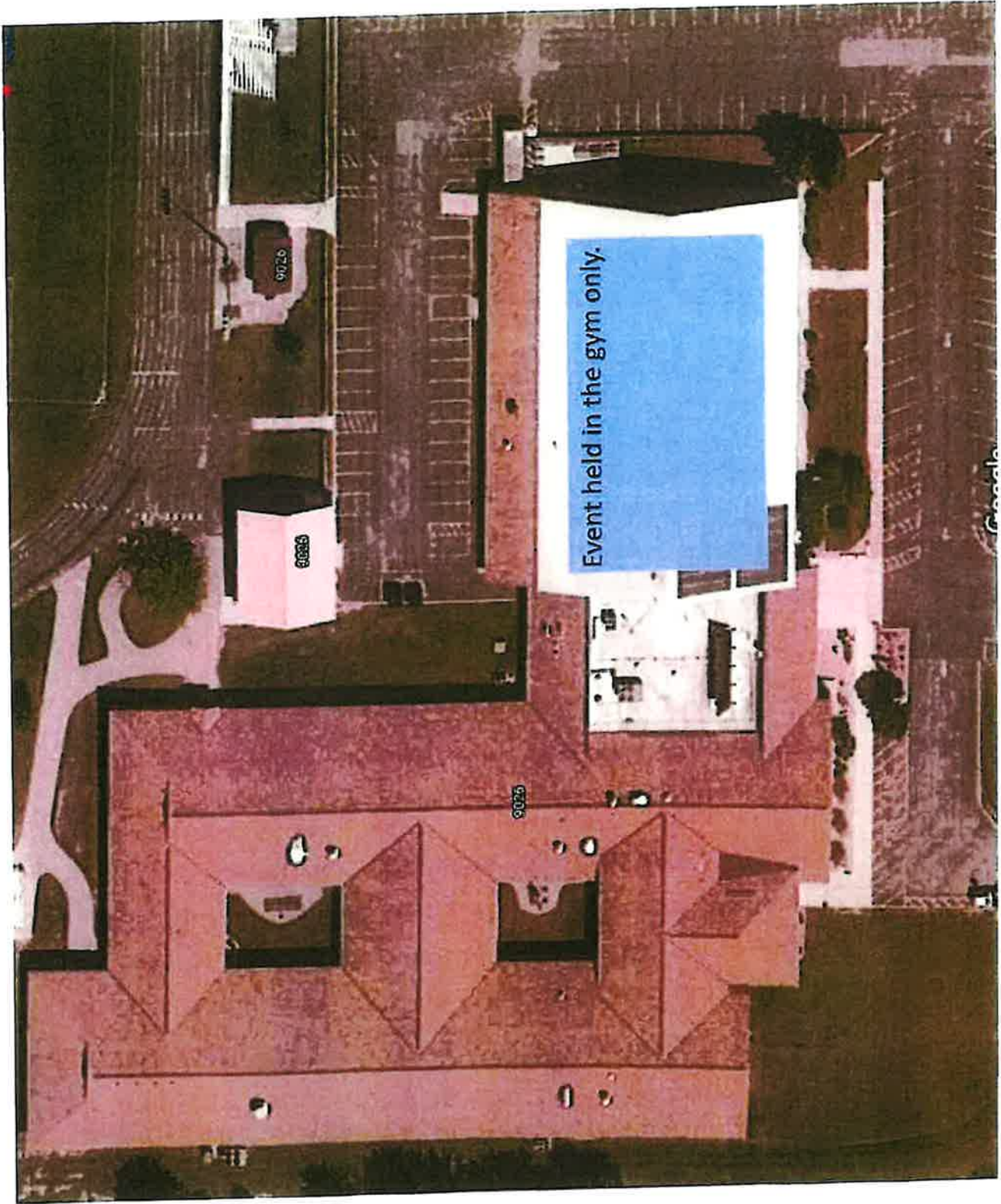
Proceeds from this event are used for program assistance, not for the profit of an individual or party.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Paul Scriver".

Paul Scriver
President



Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10

Application Date: 1-6-2026

Town Village City of Somers

County of Kenosha

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
 A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 4-11-26 and ending 4-11-26 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

- 1. Organization** (check appropriate box) → Bona fide Club Church Lodge/Society
 Chamber of Commerce or similar Civic or Trade Organization
 Veteran's Organization Fair Association

(a) Name Shoreland Lutheran H.S. Booster Club

(b) Address 9026 12th Street Kenosha, WI 53144
(Street) Town Village City

(c) Date organized 11-2016

(d) If corporation, give date of incorporation N/A

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:
 President Alan Ferber 11021-7th Street Sturtevant, WI 53177
 Vice President Jody Hateman PO Box 54 Wilmet, WI 53192
 Secretary Ronda Bailey 341 100th Ave Sturtevant, WI 53177
 Treasurer _____

(g) Name and address of manager or person in charge of affair: Paul Sriver
4113 Felicia Run, Kansasville, WI 53177

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 9026 12th Street

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? part (gym)

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. Name of Event

(a) List name of the event A Day at the Derby: Dinner Auction: Hall of Fame Event

(b) Dates of event 4-11-2026

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer [Signature]
(Signature/date)

Shoreland Lutheran Booster Club
(Name of Organization)
 Officer Ronda Bailey
(Signature/date)

Officer [Signature]
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Additional Information

May be Granted and Issued only to:

- (1) Bona fide clubs.
- (2) State, county, or local fair associations, or agricultural societies.
- (3) Churches, lodges, or societies that have been in existence for at least 6 months prior to the date of application.
- (4) Posts of veterans organizations.
- (5) Chambers of commerce or similar civic or trade organizations organized under ch. 181, Wis. Stats.

Application:

- (1) Filing: In writing, for each event, on Form AT-315.
- (2) The local licensing authority may act on application or authorize an official or body of the municipality to issue the license. (ss. 125.26(1) and 125.51(1)(a), Wis. Stats.)
- (3) The written application shall be filed with the clerk of the municipality in which premises are located:

Class "B" (Beer):

- a. The governing body shall establish any waiting period before granting of a license for events lasting less than 4 days (s. 125.04(3)(f), Wis. Stats.)
- b. At least 15 days prior to the granting of the license for events lasting 4 or more days.

"Class B" (Wine):

The application shall be filed with the clerk of the local municipality in which the event will be held at least 15 days prior to the granting of the license.

- (4) Seller's Permit: Sec. 77.54 (7m), Wis. Stats., provides an exemption from Wisconsin sales and use taxes relating to certain sales by a nonprofit organization. Check the box if your organization qualifies for the exemption and therefore is not required to hold a seller's permit.
- (5) Publication: Not required.

Fee: Determined by the municipality, but may not exceed \$10. (Exception: No additional fee may be charged if organization is applying for both a Temporary Class "B" and a Temporary "Class B" license for the same event.)

Duration: The day, or consecutive days, that the specified event is in progress. A municipality may issue up to 20 licenses to the same licensee for a single event, if each license is issued for the same date and time.

Restrictions:

- (1) License may not be issued to individuals.
- (2) Licenses to organizations, other than ex-servicemen's organizations, can be issued only for a picnic or similar gathering. They may not be issued for business or social meetings of the organization.
- (3) Licenses for club or organization meetings may be issued only to ex-servicemen's posts.
- (4) License may cover either a specified area or the entire picnic grounds.
- (5) License issued to a county or district fair must cover the entire fairground (ss. 125.26(6) and 125.51(10), Wis. Stats.)
- (6) No license to clubs having any indebtedness to any wholesaler for more than 15 days for beer (s. 125.33(7), Wis. Stats.) and 30 days for wine (s. 125.69(4)(b), Wis. Stats.)
- (7) Licensed operator(s) must be present at all times (ss. 125.26(6), 125.32(2) - Beer; 125.51(10), 125.68(2) - Wine; 125.17)
- (8) The licensed club, club members, or any other persons are not permitted to possess intoxicating liquor on licensed premises on the Temporary Class "B"/"Class B" licensed picnic area. (s. 125.32(6), Wis. Stats.)
- (9) Not more than 2 wine licenses may be issued to any club, county or local fair association, agricultural association, church, lodge, society, chamber of commerce or similar civic or trade organization or veterans' post in any 12 month period. A municipality may issue up to 20 wine licenses to the same licensee if: 1) each license is issued for the same date and times, 2) the licensee is the sponsor of an event held at multiple locations within the municipality on this date and at these times, 3) an admission fee is charged for participation in the event and no additional fee is charged for service of alcohol beverages at the event, and 4) within the immediately preceding 12-month period, the municipality has issued these multiple licenses for fewer than 2 events. In addition, each event for which multiple licenses are issued shall count as one license toward the 2-license limit.
- (10) Licensed organizations must purchase their product from a licensed wholesaler.

NOTE: Most coolers presently on the market have a fermented malt beverage base allowing sale under a beer license, e.g. Bartles and James, Seagrams, etc.



TEMPORARY OPERATOR'S LICENSE APPLICATION

For one (1) to fourteen (14) consecutive days. Two(2) per calendar year

Temporary Operator (\$10.00)

FILLING OUT YOUR APPLICATION

1. Should your information on this application not be complete, correct or illegible, your license may be denied.
2. Applications must attach copy of Responsible Beverage Server Class Certificate; or current license from another Wisconsin Municipality.
3. Attach a copy of the front and back of your valid driver's license or state issued photo identification card.

REVIEW OF YOUR APPLICATION

1. Somers will perform a background check and recommend approval or denial.
2. If you are denied, you may request an appeal through the Village Clerk's office and your appeal will be placed on the next Village Board agenda. If your application is denied, the fee is non-refundable, and you cannot reapply for a minimum period of six months. Meetings of the Village Board are open to the public. This application is a public record and subject to release.

PLEASE PRINT CLEARLY

FIRST NAME Amber		M.I. L	LAST NAME wasurick	
OTHER NAMES, ALIASES, OR BIRTHDATES EVER USED Amber L. Land				
DATE OF BIRTH 8.24.1981	AGE 44	DRIVER LICENSE NO. ON FILE		ISSUING STATE WI
HOME ADDRESS 8927 - 29 Ave		CITY Kenosha		STATE & ZIP WI 53143
PHONE 262 - 515 - 3380		EMAIL wasuricka@slhs.us		
MAILING ADDRESS (IF DIFFERENT)		CITY		STATE & ZIP
SPONSORING ORGANIZATION: Shoreland Lutheran High School				
EVENT: Dinner Auction! Hall of Fame Event		EVENT DATE(S): April 11, 2026		

ARREST AND CONVICTION RECORD

Since your 17th birthday, have you ever been convicted of a felony or misdemeanor? (Including criminal traffic offenses)	YES	<input checked="" type="radio"/> NO
As a juvenile, were you ever waived into adult court and convicted of a felony or misdemeanor?	YES	<input checked="" type="radio"/> NO
Have you ever been convicted by a military court-martial?	YES	<input checked="" type="radio"/> NO

Have you ever been convicted of disorderly conduct that involved violence against another person?	YES	NO
---	-----	-----------

List any PENDING Citations, Tickets or Criminal Charges

YEAR	LOCATION	CHARGE	At time of incident were you under the influence of alcohol and/or other drugs?	Did the incident occur in or around a business that serves alcohol?

Criminal Convictions & Citations, Excluding Traffic Citations that are Not Alcohol Related

YEAR	LOCATION	CHARGE	At time of incident were you under the influence of alcohol and/or other drugs?	Did the incident occur in or around a business that serves alcohol?

I hereby agree to display and/or surrender my operator's license to any police officer or the State of Wisconsin for verification while I am working and further agree to abide by the State Statutes and local ordinances governing the sale of beer and intoxicating liquors. I hereby acknowledge being given and having read a copy of Wis. Stat. 125.32 (2) and (3). I give the Village of Somers permission to perform any necessary checks to verify the above statements. Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge and belief.

SIGNATURE OF APPLICANT <i>Andrew P. Vasquez</i>	DATE <i>1.6.2026</i>
--	-------------------------

For Office Use Only

Date Paid	Amount Paid	Conditions: Education ___ Police ___ Fees ___
Clerk Approval	Date	Village Board Approval Date
License # Issued:		



LIQUORexam.com

Where Knowledge Meets Responsibility

This certificate represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats.

CERTIFICATE OF COMPLETION

This is to certify that

Amber Waswrick

Has Successfully Completed the Following Course and Examination

Wisconsin Alcohol Server and Seller Certification

Edward D McLean

Edward D. McLean, Program Director
www.LIQUORexam.com



Date: 01/06/2025
Expiration: 24 Months
Certificate #: 211724
Birth Date: 08/24/1981

DRIVER LICENSE REGULAR **USA WISCONSIN** NOT FOR FEDERAL PURPOSES

1 **WASURICK**
2 **AMBER L**
3 **8927 29TH AVE**
4 **KENOSHA, WI 53143**

SEX **F** HGT **5-08"** WT **190 lb**
EYES **BLU** HAIR **BLD**
DOB **08/24/1981** EYES **NONE**
ISS **06/12/2024** EXP **08/24/2032**

CLASS **D**

DD 071002054061219060374



RESTRICTIONS: Corr Lenses *

WASURICK AMBER L
08241981 wisconsin.dmv.gov

Anatomical Gift Statement - Upon my death, I wish to donate:
 All organs, tissues and eyes refuse to make an anatomical gift

Limitations: _____
 Signature: _____ Date: _____

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

WORK SESSION: February 3, 2026

TO: Village President Stoner and Village Trustees

FROM: Wendy Burnette Clerk/Treasurer

REVIEWED BY: Kevin Poirier, Assistant Administrator

AGENDA ITEM: #9 Discuss Re-appointments to Board of Review

BACKGROUND:

The Board of Review has appointments to be made. Board of Review members serve a 3-year term or until a successor is named. Joe Huck, Jack Aupperle, and Mark Johnson will be the official board members, for the term March 1, 2026 through February 28, 2029 expiring on February 28, 2029. The suggested new terms would be as follows:

Board of Review

Joe Huck Term to expire 2/28/2029

Jack Aupperle Term to expire 2/28/2029

Mark Johnson Term to expire 2/28/2029

COMMENTS:

Staff would recommend the appointments of Joe Huck, Jack Aupperle, and Mark Johnson, and ask that this be placed on our February 10th Agenda for approval.

ATTACHMENTS:

None

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

WORK SESSION: February 3, 2026

TO: Village President Stoner and Village Trustees

FROM: Kevin Poirier, Assistant Administrator

REVIEWED BY: Jim Hurley, Village Administrator

AGENDA ITEM: #10 Discuss Funding for Law Enforcement for the 4th of July Parade

BACKGROUND:

The Parade Committee is a group of volunteers who fundraise and organize the annual Independence Day Parade.

Following the tragic Waukesha parade attack, the Kenosha County Sheriff's Office determined additional deputies are necessary to provide event security. Those security concerns have also necessitated additional staffing from the Village's Public Works department.

Trustee Harbach, who also serves on the Parade Committee, requested that the Village Board consider contributing additional funds for the increased cost of security.

COMMENTS:

Should the Board decide to take action on this item, it will be placed on our February 10th Agenda for approval.

ATTACHMENTS:

None



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

MEETING DATE: February 3, 2026

TO: Village President Stoner and Village Trustees

PREPARED BY: Wendy Burnette, Clerk/Treasurer

AGENDA ITEM: #11 Discuss Operator's License for Veronica Scalia, Annshaniecee Andrews, Kelly Towers and Kristen Edwards

BACKGROUND:

Veronica Scalia, Annshaniecee Andrews, Kelly Towers and Kristen Edwards have applied for an operator's license for the Village of Somers. Their background checks results showed violations within the past 5 years.

The reports have been discussed with Trustee Aupperle, and his recommendation is Veronica Scalia and Annshaniecee Andrews be approved.

A copy of the results will be provided to each Board member in attendance. It is the Board's prerogative to invite them to attend the next meeting to answer any questions the Board might have.

PRIOR ACTION TAKEN:

None.

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

**Village Board Meeting
Tentative Agenda
Tuesday, February 10, 2026
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 January 27, 2026, Vouchers dated January 29 th and February 5th, January ACH Payments, January Building Report and December Investment Statement
4	Correspondence:
5	Citizens Comments
6	President and Trustee Comments
7	Motion to approve Resolution No. 2026-XXX, a Resolution Authorizing Submittal of MS4 Report
8	Motion to approve proposal from GEI Consultants for Geotechnical Peer Engineering Review of the 12th Street Water Main Crossing in the amount of \$15,000.00
9	Motion to accept Public Infrastructure for Savannah at Pike Creek Phase 1
10	Motion to approve application for Class “B” (Picnic) Beer License from Shoreland Lutheran High School Booster Club for A Day at the Derby: Dinner & Auction: Hall of Fame Event on April 11, 2026. Event to be held at Shoreland Lutheran High School, 9026 12th Street Kenosha, WI 53144 and application for Temporary Operators License: Amber Wasurick, for the Shoreland Lutheran High School Shoreland Lutheran High School Booster Club for A Day at the Derby: Dinner & Auction: Hall of Fame Event and request to waive fee
11	Motion to approve re-appointments to Board of Review
12	Action on Developer’s Agreement for Somers Creek.
13	Action on Operator’s Licenses: Veronica Scalia, Annshaniecee Andrews, Kelly Towers and Kristen Edwards

14	Adjourn
----	---------

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the [, 2026] Village Board Meeting & Tentative Agenda in 1 public place & on the Village website.

Dated this xxx day of xxx 2026

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.**