

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

**Village Board Meeting
Agenda
Tuesday, February 24, 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 February 10, 2026 and Vouchers dated February 12 th and 19 th .
4	Correspondence: Bi-County Council of Governments Save the Date and Mount Pleasant Public Hearing Notice on Ordinance Amendments
5	Citizens Comments
6	President and Trustee Comments
7	Public Hearing – Levy of Special Assessments Against Benefited Properties for the Construction of a Public Water Main Along 12 th Street from 100 th Avenue to 7621 12th Street (Post Office)
8	Motion to approve Resolution 2026-006 Authorizing the Levy of Special Assessments Against Benefited Properties for the Construction of a Public Water Main Along 12 th Street from 100 th Avenue to 7621 12th Street (Post Office)
9	Motion to award bid for the 12 th Street Water Main Project to PTS Contractors, Inc., for an amount not to exceed \$2,860,000
10	Action on Proposal from GEI Consultants for Geotechnical Peer Engineering Review of the 12th Street Water Main Crossing in the amount of \$15,000
11	Motion to award bid for the 12th Street Water Main Transfer Station to Lee Mechanical, Inc. for an amount not to exceed \$653,200
12	Motion to approve construction related engineering for the 12 th Street Water Main Extension and Water Transfer Station to Baxter & Woodman for an amount not to exceed \$178,000

13	Recommend appointment of Edward R. Antaramian as the Interim Municipal Judge
14	Action of Final Payment request from PTS Contractors, Inc. in the amount of \$14,974.75 for the Public Improvement Plans for Golden Oil Somers Gateway Center.
15	Action on proposed Ordinance No. 2026-007, an ordinance to amend section 12.08(g)(5) and create (Y) of the code of ordinances of the Village of Somers relating to regulations of manufactured, mobile homes and mobile home parks
16	Action proposed Ordinance No. 2026-008 to Add Community State Bank as a Public Depositor
17	Review and discussion Fire/EMS Referendum Mailer #2
18	Action on Operator's Licenses: Anastasia Hujik and Crystal Swartz
19	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 24, 2026, Village Board Meeting & Agenda in 1 public place & on the Village website.

Dated this 20th day of February 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
Proceedings from the Regular Board Meeting February 10, 2026**

President Stoner called the meeting to order at 5:43 p.m.

President Stoner led the Pledge of Allegiance.

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

Consent and Approval of Minutes of Regular meetings on January 27, 2026, Vouchers dated January 29th and February 5th, January ACH Payments, January Building Report and December Investment Statement.

Trustee Harbach moved to approve Minutes of Regular meetings on January 27, 2026, Vouchers dated January 29th and February 5th, January ACH Payments, January Building Report and December Investment Statement.

Seconded by Trustee Ostby

Motion carried. 7-0 vote

Correspondence: none

Citizens Comments:

None

President and Trustee Comments

Trustee Nelson referenced an article published in the Milwaukee Business Times regarding the Village of Raymond exploring the creation of a \$27 million tax increment financing district to fund sewer and water infrastructure east of 43rd Street. She noted the potential for increased competition among municipalities along the Interstate 94 corridor. The article reported that Raymond's population increased by approximately 75 residents since 2020 and cited industrial vacancy rates of 10.6% in Kenosha County and 9.2% in Racine County, according to the Commercial Association of Realtors. Budgetary challenges facing the Village of Raymond were also noted. Trustee Nelson extended sympathy to Trustee Fredrick on the passing of his sister. She also expressed condolences to the Harbaugh family on the passing of Betty Harbaugh and acknowledged her decades of service to the Village of Somers community, including her service as a teacher at Somers Elementary School, volunteer with Shoreland and Somers Chargers 4-H, poll worker, and Parade Committee volunteer.

Trustee Ostby mentioned that next week will mark Administrator Hurley's 6-month anniversary with the Village of Somers. According to his contract, he is entitled to a 6 month review that Trustee Ostby would like the other board member's input.

Trustee Harbach asked if we sold our vac truck yet and if so, what did it sell for. President Stoner stated it sold for \$203,000.00.

Action on Resolution No. 2026-004, a Resolution Authorizing Submittal of MS4 Report

Trustee Ostby moved to approve Resolution No. 2026-004, a Resolution Authorizing Submittal of MS4 Report

Seconded by Trustee Fredrick

Motion carried. 7-0 vote

Action on Resolution No. 2026-005 to accept Public Infrastructure for Savannah at Pike Creek Phase 1

Trustee Ostby moved to approve Resolution No. 2026-005 to accept Public Infrastructure for Savannah at Pike Creek Phase 1.

Seconded by Trustee Aupperle

Motion carried. 7-0 vote

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

Trustee Harbach moved 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

Seconded by Trustee Nelson

Motion carried. 7-0 vote

Action on re-appointments to Board of Review

Trustee Harbach moved to approve re-appointments to Board of Review.

Seconded by Trustee Ostby

Motion carried 7-0 vote

Action on Operator's Licenses: Veronica Scalia, Annshaniecee Andrews, Kelly Towers and Kristen Edwards

Trustee Harbach moved to deny Operator's Licenses: Veronica Scalia, Kelly Towers and Kristen Edwards

Seconded by Trustee Nelson

Motion carried. 7-0 vote

Action on Operator's Licenses: Annshaniecee Andrews

Trustee Harbach moved to approve Operator's Licenses: Annshaniecee Andrews

Seconded by Trustee Nelson

Motion carried. 7-0 vote

Action on Operator's Licenses: Maria Anguiano, Alan Bella, Rolanda Boehmer, Tanika Brown, Shannon Delbovo, Kimberly Kewenig, Gideon Krawczyk, Andrew Lexa, Aaron Martin, Rejoice Nunn, and Autumn Silas

Trustee Harbach moved to approve Operator's Licenses: Maria Anguiano, Alan Bella, Rolanda Boehmer, Tanika Brown, Shannon Delbovo, Kimberly Kewenig, Gideon Krawczyk, Andrew Lexa, Aaron Martin, Rejoice Nunn, and Autumn Silas

Seconded by Trustee Fredrick

Motion carried. 7-0 vote

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.

Motion carried. 7-0 vote

Motion to convene into Closed Session for the purpose of discussion regarding threatened or pending litigation pursuant to Section 19.85(1)(g), Wis. Stats., specifically regarding zoning violations and enforcement action against Tammy Rose at parcel 82-4-222-084-0425

Motion carried. 5-2 vote

Motion to convene in closed session per WI Statute 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, specifically employee compensation

ROLL CALL: Trustee Fredrick Aye, President Stoner Aye, Trustee Ostby Aye, Trustee Harbach Aye, Trustee Aupperle Aye, Trustee Smith Aye, Trustee Nelson Aye.

Trustee Ostby Motioned to go into open session on 6:22pm

Seconded by Trustee Aupperle

ROLL CALL: Trustee Fredrick Aye, President Stoner Aye, Trustee Ostby Aye, Trustee Harbach Aye, Trustee Aupperle Aye, Trustee Smith Aye, Trustee Nelson Aye

Motion to Adjourn

Trustee Harbach moved to adjourn at 6:25pm

Seconded by Trustee Smith

Motion carried. 7-0 vote

02/12/2026 08:25 AM
User: HKRUK
DB: Somers

CHECK REGISTER FOR VILLAGE OF SOMERS
CHECK DATE FROM 02/12/2026 - 02/12/2026

Page: 1/1

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02/12/2026	POOL	306(E)	SAMSMC	SAM'S CLUB MC/SYNCE	31.77
02/12/2026	POOL	65820	AMEROUTFIT	AMERICAN OUTFITTERS LTD	568.00
02/12/2026	POOL	65821	REFUND TAX	ANNE FULLER	5.00
02/12/2026	POOL	65822	BAXTER	BAXTER & WOODMAN INC	25,290.66
02/12/2026	POOL	65823	BOBCATPL	BOBCAT PLUS	5,927.94
02/12/2026	POOL	65824	BTM001	BOUND TREE MEDICAL LLC	216.58
02/12/2026	POOL	65825	SPECTRUM	CHARTER COMMUNICATIONS	139.98
02/12/2026	POOL	65826	THELETTER	CHRISTINA CHATMAN	242.00
02/12/2026	POOL	65827	CKCONTRACT	CK CONTRACTORS LLC	1,480.00
02/12/2026	POOL	65828	COLUMNS	COLUMN SOFTWARE PBC	254.19
02/12/2026	POOL	65829	REFUND TAX	COMMUNITY STATE BANK	90.83
02/12/2026	POOL	65830	CESA2	COOPERATIVE EDUC SERV AGENCY #2	1,500.00
02/12/2026	POOL	65831	REFUND TAX	CORELOGIC CENTRALIZED REFUNDS	1.14
02/12/2026	POOL	65832	CUMMINS	CUMMINS SALES & SERVICE	1,273.79
02/12/2026	POOL	65833	REFUND TAX	DENISE & ALAN BEAUCHAMP	73.27
02/12/2026	POOL	65834	DROPRITE	DROPRITE TREE & LANDSCAPE SERV LLC	10,000.00
02/12/2026	POOL	65835	EHLERS	EHLERS	4,362.50
02/12/2026	POOL	65836	FERGUSONWW	FERGUSON US HOLDINGS INC	3,651.50
02/12/2026	POOL	65837	FIRESESV	FIRE SERVICE INC	6,271.95
02/12/2026	POOL	65838	GALLS	GALLS LLC	200.00
02/12/2026	POOL	65839	NAP002	GENUINE PARTS COMPANY INC	17.99
02/12/2026	POOL	65840	REFUND TAX	GREAT LAKES BUSINESS MANAGEMENT	329.23
02/12/2026	POOL	65841	REFUND TAX	GREGORY HOLDEN	0.58
02/12/2026	POOL	65842	REFUND TAX	JAMES KREFT	5.00
02/12/2026	POOL	65843	JHW001	JOHNSON HEALTH TECH RETAIL INC	3,030.00
02/12/2026	POOL	65844	KWU001	KENOSHA WATER UTILITY	34,560.88
02/12/2026	POOL	65845	MEN001	MENARDS - RACINE	76.36
02/12/2026	POOL	65846	MUNILAW	MUNICIPAL LAW & LITIGATION GROUP SC	2,217.30
02/12/2026	POOL	65847	REFUND TAX	NATIONSTAR MORTGAGE	1,761.59
02/12/2026	POOL	65848	REFUND TAX	NATIONSTAR MORTGAGE	858.48
02/12/2026	POOL	65849	SKK001	SEYMOUR KREMER KOCH LLP	1,000.00
02/12/2026	POOL	65850	SOUTHPORT	SOUTHPORT ENGINEERED SYSTEMS	349.00
02/12/2026	POOL	65851	STAFFORD	STAFFORD ROSENBAUM LLP	142.50
02/12/2026	POOL	65852	TEN2	TEN 2 COMMUNICATIONS LLC	350.00
02/12/2026	POOL	65853	ULINE	ULINE	611.70
02/12/2026	POOL	65854	UNINS	UNEMPLOYMENT INSURANCE	172.76
02/12/2026	POOL	65855	VANSCOY	VAN SCOYOC ASSOCIATES	2,000.00
02/12/2026	POOL	65856	WEE001	WE ENERGIES	237.08
02/12/2026	POOL	65857	WEE002	WE ENERGIES	82.68
02/12/2026	POOL	65858	WEE002	WE ENERGIES	2,073.27

POOL TOTALS:

Total of 40 Checks:
Less 0 Void Checks:

Total of 40 Disbursements:

111,457.50
0.00

111,457.50

02/19/2026 11:58 AM
User: HKRUK
DB: Somers

CHECK REGISTER FOR VILLAGE OF SOMERS
CHECK DATE FROM 02/19/2026 - 02/19/2026

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02/19/2026	POOL	307(E)	BCM1	BCM ONE INC	549.42
02/19/2026	POOL	65863	AMEROUTFIT	AMERICAN OUTFITTERS LTD	844.50
02/19/2026	POOL	65864	BTM001	BOUND TREE MEDICAL LLC	1,208.22
02/19/2026	POOL	65865	AMOCO	BP KENOSHA TRAVEL PLAZA LLC	2,370.81
02/19/2026	POOL	65866	CNA001	CNA SURETY	30.00
02/19/2026	POOL	65867	COLUMNS	COLUMN SOFTWARE PBC	44.80
02/19/2026	POOL	65868	CORE	CORE & MAIN LP	250.00
02/19/2026	POOL	65869	REFUND TAX	CORELOGIC CENTRALIZED REFUNDS	3,892.22
02/19/2026	POOL	65870	CUMMINS	CUMMINS SALES & SERVICE	1,844.60
02/19/2026	POOL	65871	ELE002	EMERGENCY LIGHTING & ELECTRONIC LLC	317.63
02/19/2026	POOL	65872	POLLARD	FERGUSON ENTERPRISES LLC	299.44
02/19/2026	POOL	65873	FIRESESV	FIRE SERVICE INC	3,025.26
02/19/2026	POOL	65874	KMCC001	FROEDTERT SOUTH	444.00
02/19/2026	POOL	65875	NAP002	GENUINE PARTS COMPANY INC	109.33
02/19/2026	POOL	65876	STO001	GEORGE STONER	236.35
02/19/2026	POOL	65877	GRAPHICCOM	GRAPHIC COMPOSITION LLC	3,209.13
02/19/2026	POOL	65878	INSTY	INSTYPRINTS OF PALATINE INC	362.05
02/19/2026	POOL	65879	JEF001	JEFFERSON FIRE & SAFETY INC	1,121.00
02/19/2026	POOL	65880	KENCNTPLAN	KENOSHA COUNTY PLANNING & DEVLPMT	39,795.00
02/19/2026	POOL	65881	KEN002	KENOSHA COUNTY TREASURER	6,318.52
02/19/2026	POOL	65882	ACEHARDWAR	KENOSHA HADWARE NORTH LLC	49.99
02/19/2026	POOL	65883	KUSD01	KENOSHA UNIFIED SCHOOL DIST	17,250.98
02/19/2026	POOL	65884	KWU002	KENOSHA WATER UTILITY	101,317.84
02/19/2026	POOL	65885	POIRIER	KEVIN POIRIER	2,171.61
02/19/2026	POOL	65886	IPRINT	MTS PARTNERS INC	118.00
02/19/2026	POOL	65887	OAKDALE	OAKDALE ESTATES INC	202.64
02/19/2026	POOL	65888	PTS001	POMPS TIRE SERVICE INC	300.00
02/19/2026	POOL	65889	R&RINS	R & R INSURANCE SERVICES INC	18,326.83
02/19/2026	POOL	65890	RICOHUSA	RICOH USA, INC	163.90
02/19/2026	POOL	65891	STAPLEAD	STAPLES	424.90
02/19/2026	POOL	65892	USA001	USABLUEBOOK	1,057.95
02/19/2026	POOL	65893	VONBRIES	VON BRIESEN & ROPER SC	2,097.00
02/19/2026	POOL	65894	WEE001	WE ENERGIES	266.66
02/19/2026	POOL	65895	WEE001	WE ENERGIES	101.89
02/19/2026	POOL	65896	WEE001	WE ENERGIES	110.50
02/19/2026	POOL	65897	WEE001	WE ENERGIES	233.77
02/19/2026	POOL	65898	WEE001	WE ENERGIES	170.47
02/19/2026	POOL	65899	WBURNETTE	WENDY BURNETTE	149.24

POOL TOTALS:

Total of 38 Checks:	210,786.45
Less 0 Void Checks:	0.00
Total of 38 Disbursements:	210,786.45

02/18/2026 09:03 AM
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DB: Somers

CHECK REGISTER FOR VILLAGE OF SOMERS
CHECK DATE FROM 02/18/2026 - 02/18/2026

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02/18/2026	POOL	65862	KEN002	KENOSHA COUNTY TREASURER	32.27
POOL TOTALS:					
Total of 1 Checks:					32.27
Less 0 Void Checks:					0.00
Total of 1 Disbursements:					32.27

DEAR MUNICIPAL LEADERS, STATE
REPRESENTATIVES AND SENATORS
OF RACINE & KENOSHA COUNTIES:

SAVE THE DATE

2026 BI-COUNTY
COUNCIL OF
GOVERNMENTS



APRIL 25, 2026 | 9 AM

THE JOHNSON FOUNDATION AT WINGSPREAD
33 E 4 MILE RD, WIND POINT, WI 53402

INVITATION & REGISTRATION
LINK WILL BE SENT IN MARCH



**KENOSHA
COUNTY**



PUBLIC HEARING NOTICE

February 23, 2026

6:00 PM

Village Hall, Ebe Auditorium

8811 Campus Drive, Mount Pleasant, WI 53406

The Village of Mount Pleasant gives notice that the Village Board will hold a public hearing on Monday, February 23, 2026, during their meeting scheduled to begin at 6:00 PM or as soon thereafter as it may be heard. The meeting will take place at Village Hall, 8811 Campus Drive, Mount Pleasant, WI 53406. The purpose of the hearing is to consider changes to the district boundaries or amendments or supplements to the regulations established by the village or amendments thereto under SECTION 90-10.100 ZONING MAP and using procedures outlined in 90-520 ARTICLE 90-520 TEXT AMENDMENTS of the Village Code of Ordinances.

ZONING TEXT AMENDMENTS

ORDINANCE 17-2025: AMENDING CODE OF ORDINANCES, VILLAGE OF MOUNT PLEASANT, WISCONSIN §§ 90-420.10 AND 90-420.70.

These amendments make the following changes to the Village's sidewalk requirements found in the Parking and Access section of Chapter 90: Zoning.

- The ordinance clarifies that the regulations of Division 90-420: Parking and Access apply to all new developments, redevelopments, and when changes to structures or uses meet the conditions of § 90-430.20 Applicability. The cross-reference to landscaping and screening consolidates when the zoning ordinance requires changes to parking areas and screening areas, which are often interlinked.
- Expanding the existing In Lieu Of Fee ordinance to apply to urban street cross sections.
- Expanding the existing In Lieu Of Fee ordinance to apply to properties further than 1,200 feet away from a connecting sidewalk or multi-use pathway, which is the maximum block length identified within § 74-7.6(b).
- Reducing the existing In Lieu Of Fee ordinance to disqualify any sidewalks or multi-use pathways identified within Village's Comprehensive Plan, Bicycle and Pedestrian Plan, a tax incremental district project plan, or any other applicable plan officially adopted by the Village Board.

ORDINANCE 19-2025: AMENDING CODE OF ORDINANCES, VILLAGE OF MOUNT PLEASANT, WISCONSIN §§ 90-110.70 AND 90-560.30 AND CREATING § 90-110.75 LOT AND BUILDING REGULATIONS FOR TWINHOUSE AND TOWNHOUSE BUILDINGS

The ordinance would amend Chapter 90 as follows:

- Add maximum density ranges to the residential lot and building table. The amendment adds a Maximum units per net acre row to the table, establishing a defined density range for each district (e.g., RL: 1 to 8 dwelling units per net acre; RN: 6 to 16; RM: 9 to 30, with no explicit maximum in RH).
- Increases the maximum lot area in the RN and RM districts to accommodate typical 6-8-unit attached buildings in RN and 20+-unit moderate-scale buildings in RM.
- Adds 90-110.75 which codifies a "building site" for fee-simple twinhouses and townhouse buildings that have zero setbacks or shared walls. For purposes of determining the lot area and lot width per Table 90-110-3, all fee-simple lots within a single attached building(s) are treated as one building site. Front, Rear setbacks, as well as side setbacks for end units, remain unchanged.
- Amends 90-560.30: Authorized variances subsection (e), clarifying that the Board of Appeals may not grant variances that effectively change the zoning of a property where a zoning map amendment consistent with the Comprehensive Plan is available.

The Plan Commission unanimously recommended Ordinances 17-2025 and 19-2025 to the Village Board.

The public may view the public hearing maps and items by request or at the Village Hall. Those with disabilities who need assistance to participate in this meeting should request it from the Clerk's Office at (262) 664-7800 with as much notice as possible.

The full packet for the December 2025 Plan Commission containing these items can be downloaded at:

<https://www.mtpleasantwi.gov/AgendaCenter/Plan-Commission-13/?-12172025-1284>.

A Video Recording of that Plan Commission meeting can be located the Villages Youtube Channel here:

https://www.youtube.com/live/WHaor1HHt00?si=W757RF4_Tm0YvmEI

(262) 664-7800 | <https://www.mtpleasantwi.gov/435/Planning>

The public may sign up for email notifications at <https://www.mtpleasantwi.gov/list.aspx>



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

MEETING DATE: February 24, 2026

TO: Village President Stoner and Board of Trustees

PREPARED BY: Jim Hurley, Village Administrator

REVIEWED BY: Kevin Poirier, Assistant Administrator

AGENDA ITEM: #8 Action on proposed Final Resolution 2026-006, Levy of Special Assessments against Benefited Properties for the Construction of Public Water Main along 12th Street.

BACKGROUND:

In August 2025, the Village Board reviewed the Feasibility Study for the 12th Street Water Main completed by Baxter & Woodman. This study outlined the project cost for the water main between 100th Avenue and Shoreland Lutheran High School and introduced the opportunity to include the section between Shoreland Lutheran High School and the Post Office if funding was available from the tax incremental districts (TIDs) west of 100th Avenue.

PRIOR ACTION TAKEN

On January 13th, the Village adopted Preliminary Resolution 2026-001 declaring its intent to exercise special assessment authority for the 12th Street Water Main Project.

Bids were publicly opened on January 29th, and engineering reports were finalized and publicly available on February 6th. The report established the assessment schedule, and public hearing date.

The public hearing was noticed in the Kenosha News, and all property owners in the Resolution Exhibit A (Schedule C) were mailed a notice of the public hearing date.

SUMMARY

Levying of special assessments against benefited properties for allowable projects requires the adoption of a resolution. The Final Resolution was prepared in consultation with legal counsel and meets requirements pursuant to Wis. Stat. §66.0703. Further, the Resolution and Exhibit include payment procedures, notice requirements, and identifies

properties within the assessment area.

If adopted by the Village Board, then the Village Clerk/Treasurer will publish the resolution upon completion of the project and notice property owners of payment installment privileges in accordance with Wis. Stat. 66.0715(e).

Additionally, the Village Board can then award the construction work and authorize Baxter & Woodman to proceed with construction engineering.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

“Motion to adopt Final Resolution #2026-006 Authorizing the Levy of Special Assessments Against Benefited Properties for the Construction of Public Water Main Along 12th Street in the Village of Somers”

ATTACHMENTS

Final Resolution 2026-006- Authorizing the Levy of Special Assessments Against Benefited Properties

Exhibit A or Schedule C, Assessment Schedule (12th Street from 100th Avenue to the 7621 12th Street, U.S. Post Office)

RESOLUTION NO. 2026-006

**FINAL RESOLUTION AUTHORIZING THE LEVY OF SPECIAL ASSESSMENTS
AGAINST BENEFITED PROPERTIES FOR THE CONSTRUCTION OF PUBLIC
WATER MAIN ALONG 12th STREET IN THE VILLAGE OF SOMERS.**

WHEREAS, the Village Board of the Village of Somers, Kenosha County, Wisconsin, on the 13th day of January 2026, adopted a Preliminary Resolution #2026-001 declaring its intention to levy special assessments pursuant to Wis. Stat. §66.0703, upon properties benefited by the construction of the 12th Street water main extension in the Village of Somers. The project generally consists of the construction of a 12-inch water main and appurtenances beginning at the intersection of 12th Street with 100th Avenue to Shoreland Lutheran High School, and from Shoreland Lutheran High School to the U.S. Post Office at 7621 12th Street; and

WHEREAS, pursuant to Wis. Stat. §66.0703 the Village Board held a duly noticed public hearing at the Somers Village Hall, 7511 12th Street, Kenosha, WI, 53144, at 5:30 p.m. on the 24th day of February, 2026 for the purpose of hearing all interested persons concerning the preliminary resolution and the report relating to the proposed improvements and assessments, and heard all persons who desired to comment at the hearing; and

WHEREAS, the report relating to the proposed improvements and assessments were considered at the public hearing; and

WHEREAS, the Village Board has examined the report relating to the improvements and assessments (including the schedule of proposed assessments contained therein) and has considered the statements of those persons appearing at the public hearing; and

WHEREAS, the Village Board finds that the assessments described in the report to be just and reasonable and the amount of the assessments does not exceed the benefits to the property owners in the assessment district.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Somers as follows:

1. The report pertaining to the construction of the above-described public improvements, including plans and specifications which are on file in the office of the Village Clerk and incorporated by reference as if fully set forth herein as Exhibit A, therefore, is determined to be correct and is finally adopted and approved.
2. The work and improvements shall be carried out and the Village, if not previously done, shall advertise for bids. The improvements will be carried out in accordance with such report, and payment for the improvements shall be made by assessing the cost to the properties benefited as indicated in the report.

3. The assessments shown in the report, representing an exercise of the police power, have been determined on a reasonable basis and are hereby confirmed. The total amount assessed is \$3,559,484.43. The amount assessed against each of the affected properties is listed on Special Assessment Engineer's Report - Preliminary 12th Street - Water Main Extension 100th Avenue to 7621 12th Street (Post Office), Appendix A, 10-Year Payment Schedule.
4. The assessments for all projects included in the report are hereby combined as a single assessment but any interested property owner may object to each assessment separately or all assessments jointly for any purpose.
5. Assessments. Property owners identified in Appendix A of the Special Assessment Engineer's Report, Water Main Extension 100th Avenue to 7621 12th Street (Post Office), will be assessed the total project cost associated with a 12-inch water main.
6. Payment. The assessments shall be paid in full in one (1) cash payment or in ten (10) annual installments as described in Appendix A of Special Assessment Engineer's Report. The payment schedule in Appendix A is based on Schedule A of the Special Assessment Engineer's Report and a 4 ½ percent interest rate. All assessments or installments that are not paid when they come due shall be extended upon the tax roll as a delinquent special assessment, together with any applicable interest and penalties, and collected in the same manner as delinquent real estate taxes.
7. The Clerk shall publish this resolution as a Class 1 Notice and mail a copy of this resolution and a statement of the final assessment billing against the benefited property, together with notice of installment payment privileges, to every interested person whose post office address is known or can with reasonable diligence be ascertained, including each property owner whose name appears on the assessment roll.
8. Severability. The several sections of this resolution are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the resolution. The remainder of the resolution shall remain in full force and effect. Any other resolutions whose terms are in conflict with the provisions of this resolution are hereby repealed as to those terms that conflict.
9. Effective Date. This resolution shall take effect immediately upon passage and posting or publication as provided by law.
10. Any person against whose property a special assessment is levied under this Final Resolution may appeal in the manner prescribed by §66.0703(12).

Passed and adopted this 24th day of February 2026.

VILLAGE OF SOMERS

George Stoner, Village President

ATTEST:

Wendy Burnette, Village Clerk/Treasurer

Date Adopted:

Published:

SCHEDULE C

ASSESSMENT SCHEDULE - 100th Avenue to Post Office

<u>OWNER</u>	<u>TAX KEY NO.</u>	<u>ADDRESS</u>	<u>WATER MAIN</u>	
			<u>FRONTAGE (FEET)</u>	<u>ASSESSMENT</u>
			Assessment Per Foot \$106.65	
Somers United Church of Christ	82-4-222-083-0111	9918 12th Street	627.00	\$ 66,869.55
Paul Gitzlaff	82-4-222-083-0115	12th Street	264.00	\$ 28,155.60
Paul Gitzlaff	82-4-222-083-0125	12th Street	112.00	\$ 11,944.80
Samuel A. Johnson	82-4-222-083-0120	9700 12th Street	112.00	\$ 11,944.80
Matthew Mathey	82-4-222-083-0130	9610 12th Street	112.00	\$ 11,944.80
Shoreland Lutheran High School	82-4-222-084-0301	9026 12th Street	1324.88	\$ 141,298.45
Tammy Rose	82-4-222-084-0425	9230 12th Street	212.30	\$ 22,641.80
Matthew J. Mitten	82-4-222-084-0406	9210 12th Street	245.98	\$ 26,233.77
Jeanne Haverkamp	82-4-222-084-0415	9130 12th Street	120.00	\$ 12,798.00
Richard Vanderleest	82-4-222-084-0420	9122 12th Street	120.00	\$ 12,798.00
Richard Vanderleest	82-4-222-084-0265	9110 12th Street	124.00	\$ 13,224.60
David Van Blarcom	82-4-222-172-0180	9915 12th Street	100.00	\$ 10,665.00
Jason E. Christensen	82-4-222-172-0170	9905 12th Street	174.25	\$ 18,583.76
George L. Mikulski	82-4-222-172-0160	9821 12th Street	295.75	\$ 31,541.74
Michael Guenter Boozer	82-4-222-172-0150	9725 12th Street	244.00	\$ 26,022.60
Steven G. Raith	82-4-222-172-0145	1212 97th Avenue	125.00	\$ 13,331.25
Carol A. Anderson	82-4-222-172-0010	1209 97th Avenue	125.00	\$ 13,331.25
Anthony D. Looney	82-4-222-172-0005	9601 12th Street	100.00	\$ 10,665.00
James Clark	82-4-222-171-0540	9415 12th Street	297.00	\$ 31,675.05
Wendy S. Denman	82-4-222-171-0535	9407 12th Street	162.55	\$ 17,335.96
Janal Family Trust	82-4-222-171-0530	1208 93rd Avenue	149.73	\$ 15,968.70
Lori J. Scharneck	82-4-222-171-0115	9221 12th Street	149.72	\$ 15,967.64
Tehl Borger	82-4-222-171-0111	9219 12th Street	40.00	\$ 4,266.00
Tehl Borger	82-4-222-171-0101	9211 12th Street	125.00	\$ 13,331.25
Mastercraft Builders, LLC	82-4-222-171-0043	12th Street	338.00	\$ 36,047.70
Mastercraft Builders, LLC	82-4-222-171-0041	9193 12th Street	100.00	\$ 10,665.00
Mastercraft Builders, LLC	82-4-222-171-0042	9035 12th Street	100.00	\$ 10,665.00
Michael A. Andresen	82-4-222-171-0031	9025 12th Street	143.93	\$ 15,350.13
Ted Terletzky	82-4-222-171-0035	9015 12th Street	150.00	\$ 15,997.50
Merwyn N. Tetzlaff	82-4-222-171-0025	9001 12th Street	540.18	\$ 57,610.20
SAMC Enterprise, LLC	82-4-222-171-0010	88th Avenue	258.70	\$ 27,590.36
Thomas J. Harper	82-4-222-084-0280	8910 12th Street	141.50	\$ 15,090.98
Thomas J. Harper	82-4-222-084-0285	8830 12th Street	141.50	\$ 15,090.98
BMM Properties, LLC	82-4-222-084-0291	8820 12th Street	123.30	\$ 13,149.95
Benjamin Metz	82-4-222-084-0296	8810 12th Street	140.00	\$ 14,931.00
Sharon M. Janusz	82-4-222-093-0505	8730 12th Street	69.97	\$ 7,462.30

SCHEDULE C

ASSESSMENT SCHEDULE - 100th Avenue to Post Office

<u>OWNER</u>	<u>TAX KEY NO.</u>	<u>ADDRESS</u>	<u>FRONTAGE (FEET)</u>	<u>ASSESSMENT</u>
Eric Knoedler	82-4-222-093-0510	8720 12th Street	95.00	\$ 10,131.75
Bryan Maraccini	82-4-222-093-0515	8700 12th Street	198.00	\$ 21,116.70
Paul McKillip	82-4-222-093-0520	8626 12th Street	68.64	\$ 7,320.46
Todd A. Graham	82-4-222-093-0525	8618 12th Street	68.64	\$ 7,320.46
Donald G. Feest	82-4-222-093-0530	8612 12th Street	132.00	\$ 14,077.80
Mary L. Cameron	82-4-222-093-0535	8530 12th Street	78.00	\$ 8,318.70
David A. Kirchner	82-4-222-093-0700	12th Street	218.00	\$ 23,249.70
Krista J. Reck	82-4-222-093-0545	8430 12th Street	215.00	\$ 22,929.75
Tabbert Family Asset Trust	82-4-222-093-0550	8420 12th Street	70.00	\$ 7,465.50
Maxwell R. Johnson	82-4-222-093-0555	8412 12th Street	112.00	\$ 11,944.80
Tabbert Family Asset Trust	82-4-222-093-0560	8326 12th Street	150.00	\$ 15,997.50
Darin S. Schnabel	82-4-222-093-0565	8314 12th Street	64.00	\$ 6,825.60
Darin S. Schnabel	82-4-222-093-0570	12th Street	66.00	\$ 7,038.90
Yovani Beltran	82-4-222-093-0575	8300 12th Street	66.00	\$ 7,038.90
Ellen M. Mortensen Trust	82-4-222-093-0580	8222 12th Street	132.00	\$ 14,077.80
Lorrie A. Krodell	82-4-222-093-0585	8210 12th Street	132.00	\$ 14,077.80
Lorilee Adams	82-4-222-093-0100	8200 12th Street	66.00	\$ 7,038.90
K and K Trust	82-4-222-093-0590	8116 12th Street	132.00	\$ 14,077.80
Village of Somers	82-4-222-093-0596	8100 12th Street	300.00	\$ 31,995.00
David E. Grams	82-4-222-093-0600	8004 12th Street	145.50	\$ 15,517.58
Colin Frink	82-4-222-094-0215	7914 12th Street	110.79	\$ 11,815.75
Robert J. Dibiase	82-4-222-094-0220	7906 12th Street	93.55	\$ 9,977.11
Gretchen Christman Trust	82-4-222-094-0225	7826 12th Street	95.00	\$ 10,131.75
Robert G. Hamilton	82-4-222-094-0230	7816 12th Street	140.18	\$ 14,950.20
Paul E. and Margaret F. Hannes Revocable Trust	82-4-222-094-0209	7806 12th Street	100.00	\$ 10,665.00
Courtney P. Nelson	82-4-222-094-0207	7800 12th Street	107.00	\$ 11,411.55
Village of Somers	82-4-222-094-0201	12th Street	317.00	\$ 33,808.05
Michael and Debra Stanich Living Trust	82-4-222-161-0130	7715 12th Street	259.42	\$ 27,667.14
Lakeview Real Estate Investments LLC	82-4-222-161-0140	7725 12th Street	220.00	\$ 23,463.00
David A. Daniels	82-4-222-161-0150	7809 12th Street	164.73	\$ 17,568.45
Timothy P. Williams	82-4-222-161-0160	7825 12th Street	82.00	\$ 8,745.30
Timothy P. Williams	82-4-222-161-0170	7827 12th Street	50.00	\$ 5,332.50
7831 12th Street LLC	82-4-222-161-0190	7831 12th Street	70.00	\$ 7,465.50
7831 12th Street LLC	82-4-222-161-0180	12th Street	116.00	\$ 12,371.40
Mun Sang Yi	82-4-222-162-0005	8001 12th Street	99.00	\$ 10,558.35
Eclectic LLC	82-4-222-162-0007	8013 12th Street	99.00	\$ 10,558.35
Linda Wawiorka	82-4-222-162-0015	8101 12th Street	98.67	\$ 10,523.16
George Wojtak	82-4-222-162-0020	8111 12th Street	99.00	\$ 10,558.35
Steven A. Lichter	82-4-222-162-0026	8115 12th Street	99.00	\$ 10,558.35

SCHEDULE C

ASSESSMENT SCHEDULE - 100th Avenue to Post Office

<u>OWNER</u>	<u>TAX KEY NO.</u>	<u>ADDRESS</u>	<u>FRONTAGE (FEET)</u>	<u>ASSESSMENT</u>
Molly Rea	82-4-222-162-0106	8207 12th Street	104.50	\$ 11,144.93
Frank Ciesielski	82-4-222-162-0110	8215 12th Street	66.00	\$ 7,038.90
Cheryl A. Ellsworth Revocable Trust	82-4-222-162-0115	8221 12th Street	99.00	\$ 10,558.35
Somers American Legion Post No 552	82-4-222-162-0275	8229 12th Street	45.00	\$ 4,799.25
Arnold E. Gentz	82-4-222-162-0120	8301 12th Street	54.07	\$ 5,766.57
Kevin A. Devoe	82-4-222-162-0126	8311 12th Street	101.28	\$ 10,801.51
John W. Gitzlaff	82-4-222-162-0130	8319 12th Street	99.00	\$ 10,558.35
Justin R. Graf	82-4-222-162-0135	8329 12th Street	99.00	\$ 10,558.35
Rochelle Wagner	82-4-222-162-0140	8405 12th Street	100.00	\$ 10,665.00
Robert S. Tabaka	82-4-222-162-0145	8415 12th Street	100.00	\$ 10,665.00
Edith Patricia Maya	82-4-222-162-0150	8427 12th Street	97.00	\$ 10,345.05
David N. Angotti	82-4-222-162-0155	8503 12th Street	94.00	\$ 10,025.10
Katherine H. Lee	82-4-222-162-0160	8513 12th Street	104.00	\$ 11,091.60
Daniel I. Garofalo	82-4-222-162-0165	8521 12th Street	99.00	\$ 10,558.35
Amanda J. Mudrak	82-4-222-162-0170	8523 12th Street	99.00	\$ 10,558.35
Megan E. Woods	82-4-222-162-0175	8601 12th Street	148.50	\$ 15,837.53
Vicki J. Hebert	82-4-222-162-0180	8613 12th Street	148.50	\$ 15,837.53
Anessa Ortiz	82-4-222-162-0185	8625 12th Street	106.76	\$ 11,385.95
Edward J. Trudeau	82-4-222-162-0190	88th Avenue	102.53	\$ 10,934.82
Edward J. Trudeau	82-4-222-162-0195	1211 88th Avenue	116.99	\$ 12,476.98
TOTALS			14622.49	\$ 1,559,484.43

February 20, 2026

Village President and Trustees
Village of Somers
7511 12th Street
Somers, WI 53171
Delivered Via Email: jhurley@somerswi.gov

Subject: Village of Somers – Award Recommendation - 12th Street Water Main

Dear President and Trustees.

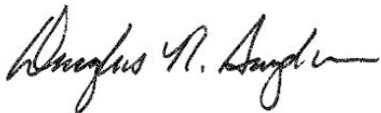
Bids for the 12th Street Water Main (Parts A and B) and the 12th Street Water Transfer Station were received on January 29, 2026, at 10:00a; enclosed is a tabulation; Part A is the section between 100th Avenue and Shoreland High School; Part B is the section between Shoreland High School and the Post Office. This letter is based on the Village awarding both parts of the bid and accepting the alternate deduct for using crushed concrete backfill rather than slurry aggregate.

We reviewed the bids and found PTS Contractors Inc. to be the lowest responsible and responsive bidder. Based on our prior experience with this bidder, we believe that PTS Contractors Inc. is qualified to complete the project. We recommend awarding this contract to PTS Contractors Inc. for \$2,672,665.00, contingent on regulatory approvals.

Please advise us of your decision.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Douglas R. Snyder, PE

Encs.

C: Wendy Burnette, Clerk-Treasurer – email
Kevin Poirier, Assistant Administrator – email
Josh Fugate, Utilities Manager - email

P:\SOMEV\2500618-12th Street Water Main Extension\00-Design\12-Bidding\Bid Recommendation - Water Main.docx

				Reesman's Excavating & Grading, Inc.		PTS Contractors, Inc.		Globe Contractors, Inc.		The Wanasek Corp.		Townsend Construction		Willkomm Excavating & Grading, Inc.	
No.	Item	Quantity	Unit	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, 16-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	\$ 467.00	\$ 7,005.00	\$ 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	\$ 43,801.52
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, 16-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	\$ 7,616.52
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	\$ 4,586.89	\$ 27,521.34
13	Butterfly Valve And Box, 16-Inch	1	EACH	\$ 6,600.00	\$ 6,600.00	\$ 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), 16-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	\$ 1,065.49	\$ 29,833.72
16	Water Service Pipe - Short Side, 1.5-Inch	72	LF	\$ 166.00	\$ 11,952.00	\$ 256.00	\$ 18,432.00	\$ 125.00	\$ 9,000.00	\$ 125.00	\$ 9,000.00	\$ 280.00	\$ 20,160.00	\$ 193.19	\$ 13,909.68
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	\$ 55.90	\$ 2,236.00	\$ 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	\$ 8,500.00	\$ 8,500.00	\$ 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	\$106,249.00	\$ 106,249.00	\$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, 6-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	\$ 779.61	\$ 7,796.10
7	Water Main, 8-Inch (Directionally Drilled)	64	LF	\$ 684.00	\$ 43,776.00	\$ 270.00	\$ 17,280.00	\$ 500.00	\$ 32,000.00	\$ 250.00	\$ 16,000.00	\$ 526.00	\$ 33,664.00	\$ 406.88	\$ 26,040.32
8	Water Main, 12-Inch (Jack & Bore)	140	LF	\$ 1,096.00	\$ 153,440.00	\$ 665.00	\$ 93,100.00	\$ 895.00	\$ 125,300.00	\$ 1,210.00	\$ 169,400.00	\$ 1,097.00	\$ 153,580.00	\$ 656.66	\$ 91,932.40
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	\$ 12,066.00	\$ 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	\$ 7,616.52
11	Gate Valve And Box, 12-Inch	8	EACH	\$ 4,700.00	\$ 37,600.00	\$ 4,500.00	\$ 36,000.00	\$ 5,800.00	\$ 46,400.00	\$ 5,340.00	\$ 42,720.00	\$ 5,504.00	\$ 44,032.00	\$ 4,586.89	\$ 36,695.12
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	\$ 136.60	\$ 71,988.20
15	Water Service Pipe - Long Side, 1.5-Inch	1,617	LF	\$ 137.00	\$ 221,529.00	\$ 64.00	\$ 103,488.00	\$ 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	\$ 8,362.95	\$ 25,088.85
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	\$ 93.00	\$ 387,159.00
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	\$ 55.90	\$ 17,888.00	\$ 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															
	Recycled Concrete Backfill	4,163	LF	\$ 31.00		\$ 45.00		\$ 68.00		\$ 55.00		\$ 30.00		\$ 40.00	
				\$ 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					\$ 1,851,533.40		\$ 1,629,457.00		\$ 1,706,924.00		\$ 1,738,815.00		\$ 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		\$ 3,004,112.13
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

Bid Tabulation
12th Street Water Main
Village of Somers

				Reesman's Excavating & Grading, Inc.		PTS Contractors, Inc.		Globe Contractors, Inc.		The Wanasek Corp.		Townsend Construction		Willkomm Excavating & Grading, Inc.	
No.	Item	Quantity	Unit	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, 16-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	\$ 467.00	\$ 7,005.00	\$ 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	\$ 43,801.52
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, 16-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	\$ 7,616.52
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	\$ 4,586.89	\$ 27,521.34
13	Butterfly Valve And Box, 16-Inch	1	EACH	\$ 6,600.00	\$ 6,600.00	\$ 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), 16-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	\$ 1,065.49	\$ 29,833.72
16	Water Service Pipe - Short Side, 1.5-Inch	72	LF	\$ 166.00	\$ 11,952.00	\$ 256.00	\$ 18,432.00	\$ 125.00	\$ 9,000.00	\$ 125.00	\$ 9,000.00	\$ 280.00	\$ 20,160.00	\$ 193.19	\$ 13,909.68
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	\$ 55.90	\$ 2,236.00	\$ 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	\$ 8,500.00	\$ 8,500.00	\$ 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	\$ 106,249.00	\$ 106,249.00	\$ 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, 6-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	\$ 779.61	\$ 7,796.10
7	Water Main, 8-Inch (Directionally Drilled)	64	LF	\$ 684.00	\$ 43,776.00	\$ 270.00	\$ 17,280.00	\$ 500.00	\$ 32,000.00	\$ 250.00	\$ 16,000.00	\$ 526.00	\$ 33,664.00	\$ 406.88	\$ 26,040.32
8	Water Main, 12-Inch (Jack & Bore)	140	LF	\$ 1,096.00	\$ 153,440.00	\$ 665.00	\$ 93,100.00	\$ 895.00	\$ 125,300.00	\$ 1,210.00	\$ 169,400.00	\$ 1,097.00	\$ 153,580.00	\$ 656.66	\$ 91,932.40
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	\$ 12,066.00	\$ 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	\$ 7,616.52
11	Gate Valve And Box, 12-Inch	8	EACH	\$ 4,700.00	\$ 37,600.00	\$ 4,500.00	\$ 36,000.00	\$ 5,800.00	\$ 46,400.00	\$ 5,340.00	\$ 42,720.00	\$ 5,504.00	\$ 44,032.00	\$ 4,586.89	\$ 36,695.12
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	\$ 99,603.00	\$ 182.00	\$ 95,914.00	\$ 145.00	\$ 76,415.00	\$ 120.00	\$ 63,240.00	\$ 122.00	\$ 64,294.00	\$ 136.60	\$ 71,988.20
15	Water Service Pipe - Long Side, 1.5-Inch	1,617	LF	\$ 137.00	\$ 221,529.00	\$ 64.00	\$ 103,488.00	\$ 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	\$ 8,362.95	\$ 25,088.85
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	\$ 93.00	\$ 387,159.00
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	\$ 55.90	\$ 17,888.00	\$ 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				\$ 1,851,533.40		\$ 1,629,457.00		\$ 1,706,924.00		\$ 1,738,815.00		\$ 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		\$ 3,004,112.13
	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

SCHEDULE B

ASSESSMENT CALCULATION

Item to be Assessed	Cost
Project Cost - See Schedule A	\$ 1,133,388.56
Assessable Cost	\$ 1,128,266.56
Total Assessed Water Main Footage - See Schedule C	6,544.09
Assessment per foot	\$ 172.41

SCHEDULE C

ASSESSMENT SCHEDULE - 100th Avenue to Shoreland HS

<u>OWNER</u>	<u>TAX KEY NO.</u>	<u>ADDRESS</u>	<u>WATER MAIN</u>	
			<u>FRONTAGE (FEET)</u>	<u>ASSESSMENT</u>
			Assessment Per Foot \$172.41	
Somers United Church of Christ	82-4-222-083-0111	9918 12th Street	627.00	\$ 108,101.07
Paul Gitzlaff	82-4-222-083-0115	12th Street	264.00	\$ 45,516.24
Paul Gitzlaff	82-4-222-083-0125	12th Street	112.00	\$ 19,309.92
Samuel A. Johnson	82-4-222-083-0120	9700 12th Street	112.00	\$ 19,309.92
Matthew Mathey	82-4-222-083-0130	9610 12th Street	112.00	\$ 19,309.92
Shoreland Lutheran High School	82-4-222-084-0301	9026 12th Street	1,324.88	\$ 228,422.56
Tammy Rose	82-4-222-084-0425	9230 12th Street	212.30	\$ 36,602.64
Matthew J. Mitten	82-4-222-084-0406	9210 12th Street	245.98	\$ 42,409.41
Jeanne Haverkamp	82-4-222-084-0415	9130 12th Street	120.00	\$ 20,689.20
Richard Vanderleest	82-4-222-084-0420	9122 12th Street	120.00	\$ 20,689.20
Richard Vanderleest	82-4-222-084-0265	9110 12th Street	124.00	\$ 21,378.84
David Van Blarcom	82-4-222-172-0180	9915 12th Street	100.00	\$ 17,241.00
Jason E. Christensen	82-4-222-172-0170	9905 12th Street	174.25	\$ 30,042.44
George L. Mikulski	82-4-222-172-0160	9821 12th Street	295.75	\$ 50,990.26
Michael Guenter Boozer	82-4-222-172-0150	9725 12th Street	244.00	\$ 42,068.04
Steven G. Raith	82-4-222-172-0145	1212 97th Avenue	125.00	\$ 21,551.25
Carol A. Anderson	82-4-222-172-0010	1209 97th Avenue	125.00	\$ 21,551.25
Anthony D. Looney	82-4-222-172-0005	9601 12th Street	100.00	\$ 17,241.00
James Clark	82-4-222-171-0540	9415 12th Street	297.00	\$ 51,205.77
Wendy S. Denman	82-4-222-171-0535	9407 12th Street	162.55	\$ 28,025.25
Janal Family Trust	82-4-222-171-0530	1208 93rd Avenue	149.73	\$ 25,814.95
Lori J. Scharneck	82-4-222-171-0115	9221 12th Street	149.72	\$ 25,813.23
Tehl Borger	82-4-222-171-0111	9219 12th Street	40.00	\$ 6,896.40
Tehl Borger	82-4-222-171-0101	9211 12th Street	125.00	\$ 21,551.25
Mastercraft Builders, LLC	82-4-222-171-0043	12th Street	338.00	\$ 58,274.58
Mastercraft Builders, LLC	82-4-222-171-0041	9193 12th Street	100.00	\$ 17,241.00
Mastercraft Builders, LLC	82-4-222-171-0042	9035 12th Street	100.00	\$ 17,241.00
Michael A. Andresen	82-4-222-171-0031	9025 12th Street	143.93	\$ 24,814.97
Ted Terletzky	82-4-222-171-0035	9015 12th Street	150.00	\$ 25,861.50
Merwyn N. Tetzlaff	82-4-222-171-0025	9001 12th Street	250.00	\$ 43,102.50
TOTALS			6,544.09	\$ 1,128,266.56

SCHEDULE B

Assessment Calculation

Item to be Assessed	Cost
Project Cost - See Schedule A	\$ 3,564,606.43
TID Contribution	\$ 2,000,000.00
Amount Assessed to Property Owners	\$ 1,564,606.43
Total Assessed Water Main Footage - See Schedule C	14,622.49
Assessment per foot	\$ 107.00

SCHEDULE C

ASSESSMENT SCHEDULE - 100th Avenue to Post Office

<u>OWNER</u>	<u>TAX KEY NO.</u>	<u>ADDRESS</u>	<u>WATER MAIN</u>	
			<u>FRONTAGE (FEET)</u>	<u>ASSESSMENT</u>
			Assessment Per Foot \$107.00	
Somers United Church of Christ	82-4-222-083-0111	9918 12th Street	627.00	\$ 67,089.00
Paul Gitzlaff	82-4-222-083-0115	12th Street	264.00	\$ 28,248.00
Paul Gitzlaff	82-4-222-083-0125	12th Street	112.00	\$ 11,984.00
Samuel A. Johnson	82-4-222-083-0120	9700 12th Street	112.00	\$ 11,984.00
Matthew Mathey	82-4-222-083-0130	9610 12th Street	112.00	\$ 11,984.00
Shoreland Lutheran High School	82-4-222-084-0301	9026 12th Street	1324.88	\$ 141,762.16
Tammy Rose	82-4-222-084-0425	9230 12th Street	212.30	\$ 22,716.10
Matthew J. Mitten	82-4-222-084-0406	9210 12th Street	245.98	\$ 26,319.86
Jeanne Haverkamp	82-4-222-084-0415	9130 12th Street	120.00	\$ 12,840.00
Richard Vanderleest	82-4-222-084-0420	9122 12th Street	120.00	\$ 12,840.00
Richard Vanderleest	82-4-222-084-0265	9110 12th Street	124.00	\$ 13,268.00
David Van Blarcom	82-4-222-172-0180	9915 12th Street	100.00	\$ 10,700.00
Jason E. Christensen	82-4-222-172-0170	9905 12th Street	174.25	\$ 18,644.75
George L. Mikulski	82-4-222-172-0160	9821 12th Street	295.75	\$ 31,645.25
Michael Guenter Boozer	82-4-222-172-0150	9725 12th Street	244.00	\$ 26,108.00
Steven G. Raith	82-4-222-172-0145	1212 97th Avenue	125.00	\$ 13,375.00
Carol A. Anderson	82-4-222-172-0010	1209 97th Avenue	125.00	\$ 13,375.00
Anthony D. Looney	82-4-222-172-0005	9601 12th Street	100.00	\$ 10,700.00
James Clark	82-4-222-171-0540	9415 12th Street	297.00	\$ 31,779.00
Wendy S. Denman	82-4-222-171-0535	9407 12th Street	162.55	\$ 17,392.85
Janal Family Trust	82-4-222-171-0530	1208 93rd Avenue	149.73	\$ 16,021.11
Lori J. Scharneck	82-4-222-171-0115	9221 12th Street	149.72	\$ 16,020.04
Tehl Borger	82-4-222-171-0111	9219 12th Street	40.00	\$ 4,280.00
Tehl Borger	82-4-222-171-0101	9211 12th Street	125.00	\$ 13,375.00
Mastercraft Builders, LLC	82-4-222-171-0043	12th Street	338.00	\$ 36,166.00
Mastercraft Builders, LLC	82-4-222-171-0041	9193 12th Street	100.00	\$ 10,700.00
Mastercraft Builders, LLC	82-4-222-171-0042	9035 12th Street	100.00	\$ 10,700.00
Michael A. Andresen	82-4-222-171-0031	9025 12th Street	143.93	\$ 15,400.51
Ted Terletzky	82-4-222-171-0035	9015 12th Street	150.00	\$ 16,050.00
Merwyn N. Tetzlaff	82-4-222-171-0025	9001 12th Street	540.18	\$ 57,799.26
SAMC Enterprise, LLC	82-4-222-171-0010	88th Avenue	258.70	\$ 27,680.90
Thomas J. Harper	82-4-222-084-0280	8910 12th Street	141.50	\$ 15,140.50
Thomas J. Harper	82-4-222-084-0285	8830 12th Street	141.50	\$ 15,140.50
BMM Properties, LLC	82-4-222-084-0291	8820 12th Street	123.30	\$ 13,193.10
Benjamin Metz	82-4-222-084-0296	8810 12th Street	140.00	\$ 14,980.00
Sharon M. Janusz	82-4-222-093-0505	8730 12th Street	69.97	\$ 7,486.79

SCHEDULE C

ASSESSMENT SCHEDULE - 100th Avenue to Post Office

<u>OWNER</u>	<u>TAX KEY NO.</u>	<u>ADDRESS</u>	<u>FRONTAGE (FEET)</u>	<u>ASSESSMENT</u>
Eric Knoedler	82-4-222-093-0510	8720 12th Street	95.00	\$ 10,165.00
Bryan Maraccini	82-4-222-093-0515	8700 12th Street	198.00	\$ 21,186.00
Paul McKillip	82-4-222-093-0520	8626 12th Street	68.64	\$ 7,344.48
Todd A. Graham	82-4-222-093-0525	8618 12th Street	68.64	\$ 7,344.48
Donald G. Feest	82-4-222-093-0530	8612 12th Street	132.00	\$ 14,124.00
Mary L. Cameron	82-4-222-093-0535	8530 12th Street	78.00	\$ 8,346.00
David A. Kirchner	82-4-222-093-0700	12th Street	218.00	\$ 23,326.00
Krista J. Reck	82-4-222-093-0545	8430 12th Street	215.00	\$ 23,005.00
Tabbert Family Asset Trust	82-4-222-093-0550	8420 12th Street	70.00	\$ 7,490.00
Maxwell R. Johnson	82-4-222-093-0555	8412 12th Street	112.00	\$ 11,984.00
Tabbert Family Asset Trust	82-4-222-093-0560	8326 12th Street	150.00	\$ 16,050.00
Darin S. Schnabel	82-4-222-093-0565	8314 12th Street	64.00	\$ 6,848.00
Darin S. Schnabel	82-4-222-093-0570	12th Street	66.00	\$ 7,062.00
Yovani Beltran	82-4-222-093-0575	8300 12th Street	66.00	\$ 7,062.00
Ellen M. Mortensen Trust	82-4-222-093-0580	8222 12th Street	132.00	\$ 14,124.00
Lorrie A. Krodel	82-4-222-093-0585	8210 12th Street	132.00	\$ 14,124.00
Lorilee Adams	82-4-222-093-0100	8200 12th Street	66.00	\$ 7,062.00
K and K Trust	82-4-222-093-0590	8116 12th Street	132.00	\$ 14,124.00
Village of Somers	82-4-222-093-0596	8100 12th Street	300.00	\$ 32,100.00
David E. Grams	82-4-222-093-0600	8004 12th Street	145.50	\$ 15,568.50
Colin Frink	82-4-222-094-0215	7914 12th Street	110.79	\$ 11,854.53
Robert J. Dibiase	82-4-222-094-0220	7906 12th Street	93.55	\$ 10,009.85
Gretchen Christman Trust	82-4-222-094-0225	7826 12th Street	95.00	\$ 10,165.00
Robert G. Hamilton	82-4-222-094-0230	7816 12th Street	140.18	\$ 14,999.26
Paul E. and Margaret F. Hannes Revocable Trust	82-4-222-094-0209	7806 12th Street	100.00	\$ 10,700.00
Courtney P. Nelson	82-4-222-094-0207	7800 12th Street	107.00	\$ 11,449.00
Village of Somers	82-4-222-094-0201	12th Street	317.00	\$ 33,919.00
Michael and Debra Stanich Living Trust	82-4-222-161-0130	7715 12th Street	259.42	\$ 27,757.94
Lakeview Real Estate Investments LLC	82-4-222-161-0140	7725 12th Street	220.00	\$ 23,540.00
David A. Daniels	82-4-222-161-0150	7809 12th Street	164.73	\$ 17,626.11
Timothy P. Williams	82-4-222-161-0160	7825 12th Street	82.00	\$ 8,774.00
Timothy P. Williams	82-4-222-161-0170	7827 12th Street	50.00	\$ 5,350.00
7831 12th Street LLC	82-4-222-161-0190	7831 12th Street	70.00	\$ 7,490.00
7831 12th Street LLC	82-4-222-161-0180	12th Street	116.00	\$ 12,412.00
Mun Sang Yi	82-4-222-162-0005	8001 12th Street	99.00	\$ 10,593.00
Eclectic LLC	82-4-222-162-0007	8013 12th Street	99.00	\$ 10,593.00
Linda Wawioroka	82-4-222-162-0015	8101 12th Street	98.67	\$ 10,557.69
George Wojtak	82-4-222-162-0020	8111 12th Street	99.00	\$ 10,593.00
Steven A. Lichter	82-4-222-162-0026	8115 12th Street	99.00	\$ 10,593.00

SCHEDULE C

ASSESSMENT SCHEDULE - 100th Avenue to Post Office

<u>OWNER</u>	<u>TAX KEY NO.</u>	<u>ADDRESS</u>	<u>FRONTAGE (FEET)</u>	<u>ASSESSMENT</u>
Molly Rea	82-4-222-162-0106	8207 12th Street	104.50	\$ 11,181.50
Frank Ciesielski	82-4-222-162-0110	8215 12th Street	66.00	\$ 7,062.00
Cheryl A. Ellsworth Revocable Trust	82-4-222-162-0115	8221 12th Street	99.00	\$ 10,593.00
Somers American Legion Post No 552	82-4-222-162-0275	8229 12th Street	45.00	\$ 4,815.00
Arnold E. Gentz	82-4-222-162-0120	8301 12th Street	54.07	\$ 5,785.49
Kevin A. Devoe	82-4-222-162-0126	8311 12th Street	101.28	\$ 10,836.96
John W. Gitzlaff	82-4-222-162-0130	8319 12th Street	99.00	\$ 10,593.00
Justin R. Graf	82-4-222-162-0135	8329 12th Street	99.00	\$ 10,593.00
Rochelle Wagner	82-4-222-162-0140	8405 12th Street	100.00	\$ 10,700.00
Robert S. Tabaka	82-4-222-162-0145	8415 12th Street	100.00	\$ 10,700.00
Edith Patricia Maya	82-4-222-162-0150	8427 12th Street	97.00	\$ 10,379.00
David N. Angotti	82-4-222-162-0155	8503 12th Street	94.00	\$ 10,058.00
Katherine H. Lee	82-4-222-162-0160	8513 12th Street	104.00	\$ 11,128.00
Daniel I. Garofalo	82-4-222-162-0165	8521 12th Street	99.00	\$ 10,593.00
Amanda J. Mudrak	82-4-222-162-0170	8523 12th Street	99.00	\$ 10,593.00
Megan E. Woods	82-4-222-162-0175	8601 12th Street	148.50	\$ 15,889.50
Vicki J. Hebert	82-4-222-162-0180	8613 12th Street	148.50	\$ 15,889.50
Anessa Ortiz	82-4-222-162-0185	8625 12th Street	106.76	\$ 11,423.32
Edward J. Trudeau	82-4-222-162-0190	88th Avenue	102.53	\$ 10,970.71
Edward J. Trudeau	82-4-222-162-0195	1211 88th Avenue	116.99	\$ 12,517.93
TOTALS			14622.49	\$ 1,564,606.43

Village of Somers, WI

BAXTER & WOODMAN
Consulting Engineers



**VILLAGE OF SOMERS
VILLAGE BOARD MEMORANDUM**

MEETING: February 24, 2026

TO: Village President Stoner and Board of Trustees

PREPARED BY: Jim Hurley, Village Administrator

REVIEWED BY: Kevin Poirier, Assistant Administrator

AGENDA ITEM: #10 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, and are scheduled for possible action this evening.

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

‘Motion to accept the proposal from GEI Consultants for Geotechnical Peer Engineering Review of the 12th Street Water Main Crossing in the amount of \$15,000.’

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 Somer, 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 Somer, 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

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.

STANDARD PROFESSIONAL SERVICES AGREEMENT

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

- 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:



(Signature)

(Signature)

Chia K. Tan, PE

(Print Name)

(Print Name)

Senior Consultant

(Title)

(Title)

January 15, 2026

(Date)

(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.

STANDARD PROFESSIONAL SERVICES AGREEMENT

- 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.~~

STANDARD PROFESSIONAL SERVICES AGREEMENT

~~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> <u>\$ per hour</u>
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.

February 20, 2026

Village President and Trustees
Village of Somers
7511 12th Street
Somers, WI 53171
Delivered Via Email: jhurley@somerswi.gov

Subject: Village of Somers – Award Recommendation - 12th Street Water Transfer Station

Dear President and Trustees.

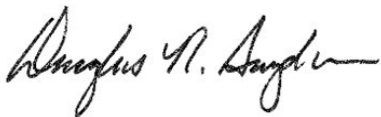
Bids for the 12th Street Water Transfer Station were received on January 29, 2026, at 10:00a; enclosed is a tabulation. This letter is based on the Village awarding the water main contract to PTS Contractors for both parts of the associated water main bid prior to acting on this project.

We reviewed the bids and found Lee Mechanical Inc. to be the lowest responsible and responsive bidder. Based on our prior experience with this bidder, we believe that Lee Mechanical Inc. is qualified to complete the project. We recommend awarding this contract to Lee Mechanical Inc. for \$653,200.00, contingent on regulatory approvals.

Please advise us of your decision.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Douglas R. Snyder, PE

Encs.

C: Wendy Burnette, Clerk-Treasurer – email
Kevin Poirier, Assistant Administrator – email
Josh Fugate, Utilities Manager - email

P:\SOMEV\2500618-12th Street Water Main Extension\00-Design\12-Bidding\Bid Recommendation - Water Transfer Station.docx

				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 WaterTransfer 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



**VILLAGE OF SOMERS
VILLAGE BOARD MEMORANDUM**

MEETING: February 24, 2026

TO: Village President Stoner and Board of Trustees

PREPARED BY: Jim Hurley, Village Administrator

REVIEWED BY: Kevin Poirier, Assistant Administrator

AGENDA ITEM: #12 Proposal from Baxter & Woodman for the 12th Street Water Main & Water Transfer Station Construction Related Engineering in the amount of \$178,000

BACKGROUND:

Last year, the Village authorized Baxter & Woodman to complete the design of the 12th Street Water Main Project from 100th Avenue to the U.S. Post Office, and Water Transfer Station. The design work was extended from Shoreland Lutheran High School to the U.S. Post Office due to public benefits, including improved fire suppression, reliability of the Village's water system, and expanded residential access to municipal water. Additionally, a portion of the water main project could be paid for by tax increment financing from TIDs 3 & 6.

Baxter & Woodman completed the design, bid the work and completed engineering reports. The reports were published at the Village website, and available for review at the Clerk/Treasurer's Office.

COMMENTS:

The Village Board is considering a special assessment of properties on 12th Street from 100th Avenue to the Post Office. If approved, then the Village will award the bid for the construction of the water main project, and water transfer station.

The project requires a construction engineer to oversee the work of the contractors. Baxter & Woodman's quote of \$178,000 includes all engineering services as outlined in the Master Engineering Services Agreement, and preparation of the final special assessment report.

SUGGESTED ACTION

“Motion to accept the proposal from Baxter & Woodman for Construction Related Engineering for the 12th Street Water Main and Water Transfer Station in the amount of \$178,000.”

ATTACHMENTS:

Proposal for Baxter & Woodman

**VILLAGE OF SOMERS, WISCONSIN
12th STREET WATER MAIN – 100th AVENUE TO POST OFFICE
CONSTRUCTION RELATED ENGINEERING**

Engineer's Project No. 2500618.60

Project Description:

Construction of an 8,400 lineal feet water main extension on 12th Street east of 100th Avenue and a water transfer station addition to the public works generator building. The scope also includes preparation of a final special assessment report.

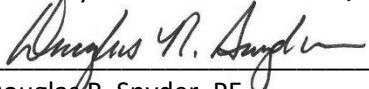
Engineering Services:

Specific Engineering services are described in the Master Engineering Services Agreement between the Village and Engineers dated January 24, 2017. A detailed scope of services for this project is listed in Attachment A of this Work Order. Manpower requirements and a fee summary are listed in Attachment B.

Compensation:

Compensation for the services to be provided under this Work Order will be in accordance with the Master Engineering Services Agreement dated January 24, 2017. The Owner shall pay the Engineer for the services performed or furnished under Attachment A a lump sum amount of **\$178,000**.

Submitted by: **Baxter & Woodman, Inc.**

By: 
Douglas R. Snyder, PE

Title: Vice President

Date: February 20, 2026

Approved by: **Village of Somers**

By: _____
George Stoner

Title: President

Date: _____

Attest: _____
Wendy Burnette, Clerk

Additional Comments and Conditions: Construction related services will be divided between the following Village grant codes:

2025-011: Water Main - 100th Avenue to Shoreland HS - \$61,000

2025-020: Water Main – Shoreland HS to Post Office - \$79,000

2025-021: Water Transfer Station - \$38,000

Project Description

Construction of an 8,400 lineal feet water main extension on 12th Street east of 100th Avenue and a water transfer station addition to the public works generator building. The scope also includes preparation of a final special assessment report.

Scope of Services

The following scope of services details the anticipated tasks necessary to successfully complete this Project.

1. Act as the Owner's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
2. PROJECT INITIATION
 - A. Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Receive Contractor insurance documents.
 - B. Attend and prepare minutes for the preconstruction conference and review the Contractor's proposed construction schedule and list of subcontractors.
3. CONSTRUCTION ADMINISTRATION
 - A. Attend periodic construction progress meetings.
 - B. Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.
 - C. Review construction record drawings for completeness.
 - D. Prepare construction contract change orders and work directives when authorized by the Owner.
 - E. Review the Contractor's requests for payments as construction work progresses and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
 - F. Research and prepare written response by Engineer to request for information from the Owner and Contractor.
 - G. Project manager or other office staff visit site as needed.

4. FIELD OBSERVATION – Part Time

- A. Engineer will provide a Resident Project Representative at the construction site on a periodic part-time basis from the Engineer's office of not more than eight (8) hours per regular weekday, not including legal holidays as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion.
- B. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If the Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.
- C. Part-Time Field Observation provides that the Resident Project Representative will make intermittent site visits to observe the progress and quality of Contractor's executed Work. Part-Time Field Observation does not guarantee the Engineer will observe or comment on work completed by the contractor at times the Resident Project Representative is not present on site. Such visits and observations by the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any.
- D. Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- E. Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work and provide weekly reports to the Owner of the construction progress and working days charged against the Contractor's time for completion.

-
5. SUBSTANTIAL COMPLETION OF PROJECT
 - A. Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.
 - B. Prepare Certificate of Substantial Completion.
 6. COMPLETION OF PROJECT
 - A. Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
 - B. Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Owner.
 - C. Review the Contractor's requests for final payment and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
 - D. Prepare construction record drawings which show field measured dimensions of the completed work which the Engineers consider significant and provide the Owner with an electronic copy within ninety (90) days of the Project completion.
 7. PROJECT CLOSEOUT – Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.

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Village of Somers

Project Number: 2500618.60 (Vg. # 2025-011)

12th Street Water Main Extension - Construction Related Engineering

100th Ave. to Shoreland

	Task	Planned Hrs	Compensation Fee	Reimb Allowance	Total Compensation
Overall Project Total		338.00	59,500.00	1,500.00	61,000.00
Project Management		48.00	10,200.00	200.00	10,400.00
	Water Main	48.00	10,200.00	0.00	10,200.00
	Joe Marchese	40.00			
	Brett Biwer	8.00			
Construction Observation		290.00	49,300.00	1,300.00	50,600.00
	Water Main	290.00	49,300.00	1,300.00	50,600.00
	Steve Morrow	290.00			

Village of Somers

Project Number: 2500618.60 (Vg. # 2025-020)

12th Street Water Main Extension - Construction Related Engineering

100th Ave. to Post Office

	Task	Planned Hrs	Compensation Fee	Reimb Allowance	Total Compensation
Overall Project Total		438.00	76,500.00	2,500.00	79,000.00
Project Management		48.00	10,200.00	300.00	10,500.00
	Water Main	48.00	10,200.00	300.00	10,500.00
	Joe Marchese	40.00			
	Brett Biwer	8.00			
Construction Observation		390.00	66,300.00	2,200.00	68,500.00
	Water Main	390.00	66,300.00	2,200.00	68,500.00
	Steve Morrow	390.00			

Village of Somers

Project Number: 2500618.60 (Vg. # 2025-021)

12th Street Water Main Extension - Construction Related Engineering

Water Transfer Station

	Task	Planned Hrs	Compensation Fee	Reimb Allowance	Total Compensation
Overall Project Total		162.00	37,800.00	200.00	38,000.00
Project Management		112.00	25,600.00	0.00	25,600.00
	Water Transfer Station	112.00	25,600.00	0.00	25,600.00
	Joe Marchese	80.00			
	Doug Snyder	32.00			
Construction Observation		50.00	12,200.00	200.00	12,400.00
	Water Transfer Station	50.00	12,200.00	200.00	12,400.00
	Joe Marchese	25.00			
	Doug Snyder	25.00			



**VILLAGE OF SOMERS
VILLAGE BOARD MEMORANDUM**

MEETING: Feb. 24, 2026

TO: Village President Stoner and Board of Trustees

PREPARED BY: Kevin Poirier, Assistant Administrator

REVIEWED BY: Jim Hurley, Village Administrator

AGENDA ITEM: #14 Action on Final Payment request from PTS Contractors, Inc. in the amount of \$14,974.75 for the Public Improvement Plans for Golden Oil- Somers Gateway Center.

BACKGROUND:

In April 2025, Golden Oil granted an easement to the Village for Municipal Utilities to reach the site of the Somers Gateway Travel Center on the northeast corner of Highway E and the East Frontage Road.

Staff has worked with Golden Oil's engineers to design the project. These improvements would be paid for by the Developer, but the work was required to be publicly bid because it crossed the public right of way.

In May of 2025, the Board approved a Development Agreement. This agreement has been executed and recorded. After the amendment was in place a request for bids was prepared by our Engineers.

Subsequently, the Board approved the bid for Public Improvements for Golden Oil – Somers Gateway Center Project from PTS Contractors, Inc. in the amount of \$332,270.00.

Payment requests so far are as follows:

• 1 st request	July 1, 2025	\$ 229,418.25
• 2 nd request	July 30, 2025	\$ 88,056.00
Payments to date		\$ 317,474.25

UPDATE:

The project has been completed, and the contractor has submitted a pay request for the final payment in the amount of \$14,974.75. Engineer Biwer reviewed the request and recommended payment.

SUGGESTED ACTION

“Motion to approve Final Payment request from PTS Contractors, Inc. in the amount of \$14,974.75 for the Public Improvement Plans for Golden Oil- Somers Gateway Center.”

ATTACHMENTS:

Engineer Brett Biwer’s Payment Recommendation letter dated Feb. 2, 2026.

Payment Request

Final Lien Waiver

Warranty

Maintenance Bond

Consent of Surety

Insurance Certificates

February 9, 2026

Wendy Burnette, Clerk
Village of Somers
7511 12th Street
Somers, WI 53171

Subject: Proposed Public Improvement Plans for Golden Oil- Somers Gateway Center – Final Payment Recommendation

Dear Wendy,

Enclosed are the Final Application for Payment, Sworn Statement, Final Lien Waivers, Warranty Letter, Maintenance Bond, Consent of Surety, and Insurance Certificates from PTS Contractors, Inc, Contractor, for work performed on the CTH E Public Improvement for Golden Oil- Somers Gateway Center- Utilities Project. The following is our opinion of the amount due and payable to the Contractor:

Contract Price	\$332,270.00
Work Completed to Date	\$332,449.00
Less Amount Retained	<u>(\$8,306.75)</u>
Subtotal	\$332,449.00
Less Previous Payments	<u>(\$317,474.25)</u>
Total Amount Due for Final Payment	\$14,974.75

We recommend final payment to PTS Contractors, Inc. for \$14,974.75.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Brett D. Biwer

Brett D. Biwer, P.E.

BDB/bdb

Encs.

C/encs.: Jim Hurley, Administrator (email)
Kevin Poirer, Assistant to the Administrator (email)
Doug Snyder, Village Engineer (email)
Casey Ashman, PTS Contractors (email)

P:\SOMEV\2325743-CTH E Golden Oil Review\Construction Public Bid\Pay Applications\Pay App #3\Pay Request #3 Recommendation FINAL.doc

Payment Request

Request for: Final Payment No: 3 Date: 11/10/2025
(Partial/Final)

Project: Public Improvement for Golden Oil - Somers Gateway Center

Owner: Village of Somers

Contractor: PTS Contractors, Inc. - 4075 Eaton Road - Green Bay, WI 54311

Original Contract Amount as Bid: \$ 332,270.00

Net Add (Deduct) by Revised Quantities: \$ 179.00

Net Add (Deduct) by Change Order: _____

Total Contract This Date \$ 332,449.00

Value of Work Completed to Date: \$ 332,449.00

Less 5 Per Cent Retainage: (Of the first 50%) \$ -

Net Total \$ 332,449.00

Project on Schedule: XX Yes No 100% Complete

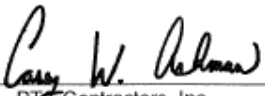
Record of Previous Pay Requests:

1	\$ <u>229,418.25</u>	6	_____
2	\$ <u>88,056.00</u>	7	_____
3	_____	8	_____
4	_____	9	_____
5	_____	10	_____

Amount Previously Billed \$ 317,474.25

Amount Due This Request \$ 14,974.75

This is to certify that, in accordance with the terms of the Contract, the Contractor is entitled to a payment in the amount requested.

By: 
PTS Contractors, Inc.

Engineers Approval: By: 
2/9/2026

Date: 11/10/2025

*See Attachments

Owner's Approval
for Payment: By: _____

PTS Contractors, Inc.
4075 Eaton Road - Green Bay, WI 54311
Phone#: (920) 468-5217-Fax#: (920) 468-4087

Village of Somers
Public Improvement for Golden Oil - Somers Gateway Center
Payment Request

Payment Request: **3**
Date: 11/10/2025

			Scheduled			Previous Request Totals		This Request Totals		Completed to Date			Balance to Finish	
Bid	Description	Units	Qty	Unit Price	Amount	Qty	Amount	Qty	Amount	%	Qty	Amount	Amount	Qty
1	Mobilization	LS	1.00	\$ 16,000.00	\$ 16,000.00	1.00	\$ 16,000.00		\$ -	100%	1.00	\$ 16,000.00	\$ -	-
2	Construction Layout and Staking	LS	1.00	\$ 2,650.00	\$ 2,650.00	1.00	\$ 2,650.00		\$ -	100%	1.00	\$ 2,650.00	\$ -	-
3	Utility Investigation Pothole	EA	12.00	\$ 1.00	\$ 12.00		\$ -		\$ -			\$ -	\$ 12.00	12.00
4	12-Inch Sanitary Sewer (Open Cut)	LF	316.00	\$ 180.00	\$ 56,880.00	316.00	\$ 56,880.00		\$ -	100%	316.00	\$ 56,880.00	\$ -	-
5	10-Inch Sanitary Sewer (Trenchless)	LF	201.00	\$ 675.00	\$ 135,675.00	206.00	\$ 139,050.00		\$ -	102%	206.00	\$ 139,050.00	\$ (3,375.00)	(5.00)
6	Sanitary Sewer Manhole Connection	EA	1.00	\$ 9,000.00	\$ 9,000.00	1.00	\$ 9,000.00		\$ -	100%	1.00	\$ 9,000.00	\$ -	-
7	48-Inch Sanitary Sewer Manhole	EA	2.00	\$ 14,245.00	\$ 28,490.00	2.00	\$ 28,490.00		\$ -	100%	2.00	\$ 28,490.00	\$ -	-
8	Televise Sanitary Sewer	LF	517.00	\$ 4.00	\$ 2,068.00		\$ -	517.00	\$ 2,068.00	100%	517.00	\$ 2,068.00	\$ -	-
9	12-Inch Water Main (Trenchless)	LF	195.00	\$ 236.00	\$ 46,020.00	201.00	\$ 47,436.00		\$ -	103%	201.00	\$ 47,436.00	\$ (1,416.00)	(6.00)
10	12-Inch Connect to Water Main (Non-Pressure)	EA	1.00	\$ 8,375.00	\$ 8,375.00	1.00	\$ 8,375.00		\$ -	100%	1.00	\$ 8,375.00	\$ -	-
11	12-Inch Gate Valve and Box	EA	2.00	\$ 5,000.00	\$ 10,000.00	2.00	\$ 10,000.00		\$ -	100%	2.00	\$ 10,000.00	\$ -	-
12	Erosion and Sedimentation Control	LS	1.00	\$ 2,600.00	\$ 2,600.00	1.00	\$ 2,600.00		\$ -	100%	1.00	\$ 2,600.00	\$ -	-
13	Restoration of Lawns and Parkways	LS	1.00	\$ 9,200.00	\$ 9,200.00		\$ -	0.50	\$ 4,600.00	50%	0.50	\$ 4,600.00	\$ 4,600.00	0.50
14	Traffic Control and Protection	LS	1.00	\$ 5,300.00	\$ 5,300.00	1.00	\$ 5,300.00		\$ -	100%	1.00	\$ 5,300.00	\$ -	-
				\$ -	\$ -		\$ -		\$ -			\$ -	\$ -	-
	TOTALS				\$ 332,270.00		\$ 325,781.00		\$ 6,668.00	100%	-	\$ 332,449.00	\$ (179.00)	-

State of Wisconsin
County of Brown

}ss.
}

Casey Ashman

BEING FIRST DULY SWORN, ON OATH DEPOSES AND SAYS

(POSITION)

THAT PTS CONTRACTORS, INC., HAS

Village of Somers

, OWNER

FOR

Proposed Public Improvements for Golden Oil

(KIND OF WORK)

ON THE FOLLOWING DESCRIBED PREMISES IN SAID COUNTY, TO-WIT:

KENOSHA

1	2	3	4	5	6	7
NAME AND ADDRESS	KIND OF WORK	ADJUSTED TOTAL CONTRACT INCL. EXTRAS AND CREDITS	TOTAL RETAINED INCLUDING THIS APPLICATION	NET PREVIOUSLY PAID	NET AMOUNT OF THIS PAYMENT	BALANCE TO BECOME DUE (INC. RETENTION)
The Red Ants	Boring Sub	\$69,345.00	\$3,467.25	\$69,345.00	\$0.00	\$0.00
Ferguson	Pipe Supplier	\$40,400.00	\$0.00	\$40,400.00	\$0.00	\$0.00
Waas Boring & Cable	Boring Sub	\$38,634.75	\$1,931.74	\$38,634.75	\$0.00	\$0.00
PTS Contractors	Utility Installation				\$14,974.75	\$14,974.75
TOTAL						

AMOUNT OF ORIGINAL CONTRACT	\$332,270.00	WORK COMPLETED TO DATE	\$ 332,449.00
EXTRAS TO CONTRACT	\$179.00	LESS % RETAINED	\$ -
TOTAL CONTRACT AND EXTRAS	\$332,449.00	MATERIAL STORED	\$ -
CREDITS TO CONTRACT	\$0.00	NEW AMOUNT EARNED	\$ 332,449.00
ADJUSTED TOTAL CONTRACT	\$332,449.00	NEW PREVIOUSLY PAID	\$ 317,474.25
		NET AMOUNT OF THIS PAYMENT	\$ 14,974.75
		BALANCE TO BECOME DUE (INC. RETENTION)	\$0.00

It is understood that the total amount paid to date plus the amount requested in this application shall not exceed % of the cost of work completed to date.

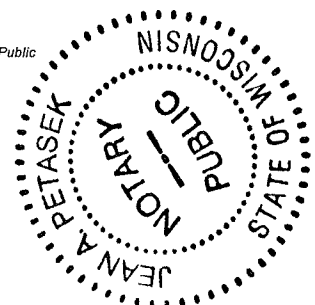
I agree to furnish Waivers of Lien for all materials under my contract when demanded.

Signed

Controller
(Position)

Subscribed and sworn to before me this 22nd of January 2026

Notary Public



FINAL WAIVER of LIEN

To All Whom It May Concern:

Date: January 22, 2026

Whereas, the undersigned has been employed by PTS Contractors, Inc.

to furnish labor or material as Sewer/Water Utility Work

under a contract Village of Somers

for the improvements of the premises described as:

Proposed Public Improvements for Golden Oil - Somers Gateway Center

in the Village (City, Town, Village) of Kenosha County

of Somers, State of Wisconsin

of which Village of Somers is the Owner.

NOW, THEREFORE, the 22nd day of January 2026

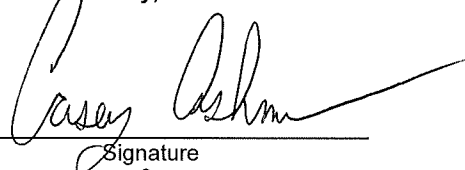
For and in consideration paid simultaneously

acknowledged by the undersigned, the undersigned does hereby waive and release all lien rights to, or claim rights to, of claim lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus, or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by the said contract.

PTS Contractors, Inc.

4075 Eaton Road

Green Bay, WI 54311


Signature

Title: Controller

Date: 01/22/2026

****Please email signed lien waiver to cashman@ptscontractors.net**

FINAL WAIVER of LIEN

To All Whom It May Concern:

Date: January 13, 2026

Whereas, the undersigned has been employed by PTS Contractors, Inc.

to furnish labor or material as Pipe Supplier

under a contract Village of Somers

for the improvements of the premises described as:

Proposed Public Improvements for Golden Oil - Somers Gateway Center

in the Village (City, Town, Village) of Kenosha County

of Somers, State of Wisconsin

of which Village of Somers is the Owner.

NOW, THEREFORE, the 13th day of January 2026

For and in consideration paid simultaneously acknowledged by the undersigned, the undersigned does hereby waive and release all lien rights to, or claim rights to, of claim lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus, or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by the said contract.

Ferguson Waterworks

5350 N Richmond St

Appleton, WI 54913


Signature

Title: CREDIT SERVICES SPECIALIST

Date: 01/14/2026

****Please email signed lien waiver to cashman@ptscontractors.net**

FINAL WAIVER of LIEN

To All Whom It May Concern:

Date: January 13, 2026

Whereas, the undersigned has been employed by PTS Contractors, Inc.

to furnish labor or material as Precast Concrete Structures

under a contract Village of Somers

for the improvements of the premises described as:

Proposed Public Improvements for Golden Oil - Somers Gateway Center

in the Village (City, Town, Village) of Kenosha County

of Somers, State of Wisconsin

of which Village of Somers is the Owner.

NOW, THEREFORE, the 13th day of January 2026

For and in consideration paid simultaneously acknowledged by the undersigned, the undersigned does hereby waive and release all lien rights to, or claim rights to, of claim lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus, or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by the said contract.

Old Castle Infrastructure

8011 Green Bay Rd

Kenosha, WI 53142



Signature

Title: AR Specialist

Date: January 14, 2026

****Please email signed lien waiver to cashman@ptscontractors.net**

FINAL WAIVER of LIEN

To All Whom It May Concern:

Date: January 13, 2026

Whereas, the undersigned has been employed by

PTS Contractors, Inc.

to furnish labor or material as

Boring Work

under a contract

Village of Somers

for the improvements of the premises described as:

Proposed Public Improvements for Golden Oil - Somers Gateway Center

in the Village (City, Town, Village) of Kenosha County

of Somers, State of Wisconsin

of which Village of Somers is the Owner.

NOW, THEREFORE, the 13th day of January 2026

For and in consideration paid simultaneously

acknowledged by the undersigned, the undersigned does hereby waive and release all lien rights to, or claim rights to, of claim lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus, or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by the said contract.

The Red Ants Boring Co.

2210 Carmel Blvd

Zion, IL 60099



Signature

Title:

CFO

Date:

1/20/26

****Please email signed lien waiver to cashman@ptscontractors.net**

FINAL WAIVER of LIEN

To All Whom It May Concern:

Date: January 13, 2026

Whereas, the undersigned has been employed by

PTS Contractors, Inc.

to furnish labor or material as

Drilling/Boring Work

under a contract

Village of Somers

for the improvements of the premises described as:

Proposed Public Improvements for Golden Oil - Somers Gateway Center

in the Village (City, Town, Village) of Kenosha County

of Somers, State of Wisconsin

of which Village of Somers is the Owner.

NOW, THEREFORE, the 13th day of January 2026

For and in consideration paid simultaneously

acknowledged by the undersigned, the undersigned does hereby waive and release all lien rights to, or claim rights to, of claim lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus, or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by the said contract.

Waas Boring & Cable Inc.

W10483 Waas Road

Lomira, WI 53048

Randy Waas
Signature

Title: VICE-PRES.

Date: 1/13/2026

****Please email signed lien waiver to cashman@ptscontractors.net**



PTS Contractors, Inc.
4075 Eaton Road, Green Bay, WI. 54311
Phone: 920-468-5217
Fax: 920-468-4087

January 22, 2026

Warranty for Somers – Proposed Public Improvements for Golden Oil – Somers Gateway Cener

Owner: Village of Somers

Location: Somers, WI

Date of warranty start: September 19, 2025

Today's Date: January 22, 2026

PTS Contractors, Inc. warrants to the owner of Proposed Public Improvements for Golden Oil – Somers Gateway Cener that all of the work performed by the General Contractor is warranted and guaranteed to be of good quality, free from defects in workmanship, and in conformance with the drawings and specifications.

For a period of three (3) years from September 19, 2025 the date of acceptance of the property by the Owner, PTS Contractors, Inc. agrees to repair, replace, or coordinate with the Subcontractors all work which may prove to be defective in workmanship during this warranty period. Repairs made necessary by normal wear or damage by others are not part of this warranty.

The General Contractor is:

PTS Contractors, Inc.
4075 Eaton Road
Green Bay, WI 54311-9340
(920) 468-5217

Sincerely,

A handwritten signature in black ink, appearing to read "Casey Ashman", with a long horizontal flourish extending to the right.

Casey Ashman

PTS Contractors, Inc.



MAINTENANCE BOND

Bond #: **354229160**

KNOW ALL MEN BY THESE PRESENTS, that we,
PTS Contractors, Inc.

as Principal, and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto
Village of Somers

at 7511 12th Street, Somers, WI 53171

(hereinafter called the Oblige), in the penal sum of Sixteen Thousand Six Hundred Twenty-two Dollars And
Forty-five Cents (\$16,622.45)

for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

Dated: January 20, 2026 .

WHEREAS, the said Principal has heretofore entered into a contract with the Oblige for Proposed Public
Improvement Plans for Golden Oil - Somers Gateway Center for the Village of Somers, WI

and,

WHEREAS, the work called for under said contract has now been completed and accepted by said Oblige;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall for a
period of 3 years months from and after the date of the completion of the contract indemnify the
Oblige against any loss or damage directly arising by reason of any defect in the material or workmanship that may
be discovered within the period aforesaid, then this obligation shall be void; otherwise to remain in full force and
effect.

PROVIDED, HOWEVER, that in the event of any default on the part of the Principal, written statement of the
particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, at its
home office in the city of Boston, Massachusetts, promptly and in any event
within ten (10) days after the Oblige or his representative shall learn of such default; and that no claim, suit or
action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty days from
the end of the maintenance period as herein set forth.

PTS Contractors, Inc.

Liberty Mutual Insurance Company

By:

Casey Ashman
Casey Ashman, Corporate Secretary

(Principal)

By:

Roxanne Jensen
(Attorney-in-Fact) Roxanne Jensen





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213390-354019

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian Krause; Kelly Cody; Marc Sacia; Roxanne Jensen; Trudy A. Szalewski

all of the city of Milwaukee state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of March, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 18th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of Jan, 2026.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

Conforms with the American Institute of
Architects, AIA Document G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER

Bond No 354229160

PROJECT: Proposed Public Improvement Plans for Golden Oil - Somers Gateway Center, Somers, WI
(name, address)

TO (Owner)

VILLAGE OF SOMERS

7511 12th Street

Somers

WI 53171

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

Proposed Public Improvement Plans for Golden Oil - Somers Gateway
Center, Somers, WI

CONTRACT DATE: 5/28/2025

CONTRACTOR: PTS CONTRACTORS, INC.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(here insert name and address of Surety Company)

LIBERTY MUTUAL INSURANCE COMPANY

175 Berkeley Street

Boston

MA 02116

, SURETY COMPANY

on bond of (here insert name and address of Contractor)

PTS CONTRACTORS, INC.

4075 Eaton Road

Green Bay

WI 54311

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve
the Surety Company of any of its obligations to (here insert name and address of Owner)

VILLAGE OF SOMERS

7511 12th Street

Somers

WI 53171

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS, WHEREOF,

the Surety Company has hereunto set its hand this

14th

day of January, 2026

LIBERTY MUTUAL INSURANCE COMPANY

Surety Company

Signature of Authorized Representative

Roxanne Jensen

Attorney-in-Fact

Title

Attest: Kelly Cody, witness

(Seal):

Kelly Cody



NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS,
Current Edition

ONE PAGE



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213390-354019**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian Krause; Kelly Cody; Marc Sacia; Roxanne Jensen; Trudy A. Szalewski

all of the city of Milwaukee state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of March, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

Nathan J. Zangerle

Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 18th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of Jan, 2026.



By:

Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



PTSCONT-01

VANKO1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/14/2026

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

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

PRODUCER Appleton - Vizance, Inc. 2501 E. Enterprise Ave., Suite 301 Appleton, WI 54913	CONTACT NAME: Brianna Hauge, CISR Elite	
	PHONE (A/C, No, Ext): (920) 441-0098 FAX (A/C, No):	
	E-MAIL ADDRESS: bhauge@vizance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Citizens Insurance Company of America	31534
INSURED PTS Contractors, Inc. 4075 Eaton Road Green Bay, WI 54311	INSURER B : Allmerica Financial Benefit Insurance Company	41840
	INSURER C : Hanover Insurance Group	22292
	INSURER D : Indian Harbor Insurance Company	36940
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X		ZB1J468761-01	7/10/2024	7/10/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X		AW1J469242-01	7/10/2024	7/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			UH1J468762 01	7/10/2024	7/10/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WB1J468526-01	7/10/2024	7/10/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Builder's Risk			IH1J468031 01	7/10/2024	7/10/2025	Deductible: \$5,000 15,000,000
D	Pollution/Prof Liab			PEC004788508	7/10/2024	7/10/2025	Deductible: \$25,000 5,000,000

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

RE: #P22188 Golden Oil - Somers Gateway Center

The Village of Somers, Baxter & Woodman, Inc and Excel Engineering Inc are named as additional insured under the General Liability including ongoing and completed operations, and Auto Liability policies on a primary and non-contributory basis when required by written contract, and signed by all applicable parties prior to loss. Umbrella/Excess extend over underlying insurance. A 30 day Notice of Cancellation applies. All above referenced coverages are subject to actual policy forms, terms, and conditions.

CERTIFICATE HOLDER

CANCELLATION

Village of Somers 7511 12th Street Somers, WI 53171	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/14/2026

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PRODUCER Vizance, Inc. 2501 E. Enterprise Ave. Ste 301 Appleton WI 54913	CONTACT NAME: Bri Hauge PHONE (A/C, No, Ext): 262-367-8611 E-MAIL ADDRESS: certificates@vizance.com FAX (A/C, No): 262-367-8529
INSURED PTS Contractors, Inc. 4075 Eaton Road Green Bay WI 54311	INSURER(S) AFFORDING COVERAGE INSURER A : Citizens Insurance Company of America INSURER B : Allmerica Financial Benefit Insurance Company INSURER C : Hanover Insurance Company INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 1696061621

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		ZB1 J468761 02	7/10/2025	7/10/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		AW1 J469242 02	7/10/2025	7/10/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			UH1 J468762 02	7/10/2025	7/10/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WB1 J468526 02	7/10/2025	7/10/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Builders Risk			IH1 J468031 02	7/10/2025	7/10/2026	Limit 10,000,000

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

RE: #P22188 Golden Oil - Somers Gateway Center

The Village of Somers, Baxter & Woodman, Inc and Excel Engineering Inc are named as additional insured under the General Liability including ongoing and completed operations, and Auto Liability policies on a primary and non-contributory basis when required by written contract, and signed by all applicable parties prior to loss. Umbrella/Excess extend over underlying insurance. A 30 day Notice of Cancellation applies. All above referenced coverages are subject to actual policy forms, terms, and conditions.

CERTIFICATE HOLDER**CANCELLATION**

Village of Somers
7511 12th Street
Somers WI 53171
USA

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

AUTHORIZED REPRESENTATIVE

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**VILLAGE OF SOMERS
VILLAGE BOARD MEMORANDUM**

MEETING: February 24, 2026

TO: Village President Stoner and Board of Trustees

PREPARED BY: Jim Hurley, Village Administrator
Scott Seymour, Building Inspector

REVIEWED BY: Kevin Poirier, Assistant Administrator

AGENDA ITEM: #15 Proposed Ordinance No. 2026-007, an ordinance to amend section 12.08(g)(5) and create (Y) of the code of ordinances of the Village of Somers relating to regulations of manufactured, mobile homes and mobile home parks.

BACKGROUND:

The Village regulates manufactured, mobile homes and mobile home parks. Ordinance Section 12.08 defines requirements such as application and licensing requirements, allowable locations, and safety standards. Licensing is handled by the Clerk's Office, and standards are enforced by the building inspector.

Building Inspector Scott Seymour proposes amending the Mobile Home Stands and adding a General Requirements section. The intention is to comply with all State standards, improve public safety, and prevent the replacement of existing manufactured mobile homes with damaged and dilapidated mobile homes that are unfit for human occupancy.

On January 6, 2026, the Village Board recommended this item be placed on the following Board meeting agenda.

UPDATE:

Following the meeting, however, staff were contacted by a representative of the manufactured and modular housing industry in Wisconsin regarding concerns with compliance with state and federal standards.

Village staff have since updated the draft ordinance with changes to improve clarity and removed sections that could be out compliance. The proposed ordinance still accomplishes the Village's intent to improve manufactured and mobile home safety.

SUGGESTED ACTION:

Adopt proposed Ordinance No. 2026-007, an ordinance to amend section 12.08(g)(5) and create (Y) of the code of ordinances of the Village of Somers relating to regulations of manufactured, mobile homes and mobile home parks.

ATTACHMENTS:

Proposed Ordinance No. 2026-007 Relating to Regulations of Manufactured and Mobile Homes and Mobile Home Parks

ORDINANCE NO. 2026-007

AN ORDINANCE TO AMEND SECTION 12.08(G)(5) AND CREATE (Y) OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS RELATING TO REGULATIONS OF MOBILE HOMES AND MOBILE HOME PARKS

The Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereby amend Section 12.08(G)(5) and create (Y) of the Code of Ordinances of the Village of Somers to read as follows:

(G)

(5) Manufactured or Mobile Home Stands. The area of the manufactured or mobile home shall be improved to provide adequate support for the placement and tie-down of the manufactured or mobile home, thereby securing the superstructure against uplift, sliding, rotation and overturning.

(a) The manufactured or mobile home stand shall not heave, shift or settle unevenly under the weight of the manufactured or mobile home due to frost action, inadequate drainage, vibration or other forces acting on the structure.

(b) The mobile home stand shall be provided with anchors and tie-downs such as cast-on-place concrete "dead men", eyelets imbedded in concrete foundations or runways, screw augers, arrowhead anchors, or other devices securing the stability of the mobile home.

(Y) General Requirements

1. All manufactured or mobile homes shall comply with State and Village fire, health, and building regulations. Before a manufactured or mobile home unit may be occupied, the owner must secure the inspection and approval of the Building Inspector regarding compliance with such regulations.
2. A Zoning Permit and Building Permit is required for each Mobile or Manufactured Home unit prior to installation.
3. Manufactured or Mobile home units constructed prior to June 15, 1976, are prohibited unless they are lawful nonconforming uses and not otherwise a nuisance.
4. Before any mobile home is placed on a lot, regardless of year of manufacture, a stand consistent with SPS 321.40 shall be erected on the lot. Sufficient tie downs shall be provided to secure the manufactured or mobile home.
5. All manufactured or mobile home units shall have skirts around the entire manufactured or mobile home made of plastic, fiberglass or other comparable non-combustible material approved by the Building Inspector and shall be of a permanent color or painted to match the appropriate manufactured or mobile home so as to enhance the general appearance thereof.
6. A minimum of two off street parking spaces surfaced with asphalt or concrete shall be provided for each mobile home space.

7. Wrecked, damaged, dilapidated, or abandoned mobile homes shall not be placed, kept, or stored in a Manufactured or Mobile Home Park or upon any premises in the Village. The Building Inspector shall determine if a manufactured or mobile home is damaged or dilapidated to a point which makes it unfit for human occupancy. Such manufactured or mobile homes are hereby declared to be a public nuisance. If the Inspector makes such a determination, he/she shall notify the licensee, landowners and/or owner of the manufactured or mobile home in writing that such public nuisance exists. In the notice, he/she shall explain his/her findings upon which the determination is based and shall order such home removed from the park or site, or repaired to a safe, sanitary and wholesome condition of occupancy, within a reasonable time not to exceed 30 days.
8. No manufactured or mobile home shall be used primarily as a storage unit. Storage under mobile homes is prohibited.
9. Water and Sewer connections under the mobile home must be accessible and protected from freezing and other damage.
10. Any mobile home that is moved into a Manufactured or Mobile Home Park shall meet the following criteria: Shall have a pitched roof in good condition; Shall have windows and doors in good condition; Shall have exterior siding and material in good condition.

Dated at Somers, Wisconsin, this _____ day of _____, 2026.

VILLAGE OF SOMERS

BY: _____
George Stoner, President

ATTEST: _____
Wendy Burnette, Clerk/Treasurer



www.somers.org

P.O. Box 197, Somers, WI 53171 • PH: (262) 859-2822 • FAX: (262) 859-2331

**VILLAGE OF SOMERS
VILLAGE BOARD MEMORANDUM**

MEETING: February 24, 2026

TO: Village President Stoner and Board of Trustees

PREPARED BY: Jim Hurley, Village Administrator

REVIEWED BY: Kevin Poirier, Assistant Village Administrator

AGENDA ITEM: #16 Action on Resolution no. 2026-008, a Resolution to add Community State Bank as a Village depository of Village funds.

SUMMARY:

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

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

SUGGESTED ACTION:

"Motion to adopt Resolution no. 2026-008 a Resolution to add Community State Bank as a Village depository of Village funds."

ATTACHMENTS:

Proposed Resolution no. 2026-008

RESOLUTION NO. 2026-008

**A RESOLUTION TO ADD COMMUNITY STATE BANK AS A VILLAGE
DEPOSITORY OF VILLAGE FUNDS**

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

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

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

Bank

Johnson Financial Group

Hometown Bank

Tri City National Bank

Associated Bank

Educators Credit Union

State Bank of the Lakes N.A., A WinTrust Community Bank

First American Bank

Community State Bank

Trust Fund

Local Government Investment Pool

Pershing Investment

Schwab Investments

Baird

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

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

PASSED AND ADOPTED this ____ of _____, 2026

VILLAGE OF SOMERS

By:

Attest:

George Stoner, President

Wendy Burnette, Clerk/Treasurer



www.somers.org

P.O. Box 197, Somers, WI 53171 • PH: (262) 859-2822 • FAX: (262) 859-2331

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

MEETING DATE: February 24, 2026

TO: Village President Stoner and Village Trustees

PREPARED BY: Eugenia Lara – Deputy Clerk/Treasurer

AGENDA ITEM: #18 Action on Operator's Licenses: Anastasia Hujik and Crystal Swartz

BACKGROUND:

Anastasia Hujik and Crystal Swartz have applied for operator's licenses for the Village of Somers.

No discrepancies with the application.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

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

"Motion to approve Operator License for: Anastasia Hujik and Crystal Swartz."

ATTACHMENTS:

None