

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

**Village Board Meeting
Amended Agenda
Tuesday, March 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 March 10, Special Board Meeting on March 17 and Vouchers dated March 12 and 19, 2026.
4	Correspondence:
5	Citizens Comments
6	President and Trustee Comments
7	Motion to take action on purchase of water meters by the Somers Water Utility to provide service to residents of Phase 2 of the Savannah at Pike Creek from Core & Main in the amount of \$57,375.00.
8	Motion to take action on Resolution 2026-007 to Amend the 2025 Capital Improvement Plan
9	Motion to take action on Resolution 2026-009 to Amend the 2026 Capital Improvement Plan
10	Motion to take action on Resolution 2026-010 to Amend the 2025 Budget
11	Motion to take action on request by Somers American Legion Post No 552, PO Box 31, Somers, WI 53171 (Owner); Arnold E. Gentz, PO Box 431, Somers, WI 53171 (Agent), requesting rezoning approval from I-1 Institutional Dist. & R-4 Urban Single-Family Residential Dist. to R-4 Urban Single-Family Residential Dist. & PUD Planned Unit Development Overlay Dist., on Tax Parcel #82-4-222-162-0275, located in the NW ¼ Section 16, T2 N, R22 E, Village of Somers.
12	Motion to take action on purchase of Fire Extrication Equipment for \$49,836 from Jefferson Fire & Safety

13	Possible action on third amendment to development agreement with Archives and Armory PMML Wisconsin LLC (Pritzker Military Museum & Library) 3
14	Discuss and possible action on Kristen Edwards's request for a hearing for the Board to reconsider Operators License
15	Action on Operator's License for Valery Barrientos, Douglas Behringer, Karissa Franceschina, Jillian Miller and Brett Westbrook
16	Motion to take action on Resolution 2026-011 Approving Variance in Ordinance 10.03(B)(1) for Ms. Tammy Rose, Parcel 82-4-222-084-0425
17	Motion to convene into closed session per Wisconsin State Statute §19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction – building Inspector. (Roll call required)
18	Reconvene in Open Session (Roll call vote required)
19	Possible Action on Item Discussed in Closed Session
20	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the March 23, 2026 Village Work Session Meeting & Agenda in 1 public place & on the Village website.

Dated this 23rd day of March 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 March 10, 2026**

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

President Stoner led the Pledge of Allegiance.

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

Consent and Approval of Minutes of Regular meetings on Feb. 24, 2026, Vouchers dated February 26 and March 5, 2026 & February ACH Payments, January Investment Statements, January Budget v. Actual Report.

Trustee Nelson moved to approve Minutes of Regular meetings on Feb. 24, 2026, Vouchers dated February 26 and March 5, 2026 & February ACH Payments, January Investment Statements, January Budget v. Actual Report

Seconded by Trustee Ostby

Motion carried. 6-0 vote

Correspondence: Chief Andersen read a letter from resident Luella Vines, expressing appreciation for the exemplary service and dedication demonstrated by the Fire Department.

President and Trustee Comments

President Stoner thanked Trustee Ostby for setting up a meeting with a potential builder that is looking to come into the Village of Somers. He mentioned the Plan Commission voted down the apartment complex. President Stoner stated he was for the project and if anyone has any questions, he would be more than happy to answer.

Trustee Nelson reported that she recently contacted the Fire Department after her smoke detectors activated without an apparent cause. Due to concerns about a potential fire within the walls, the Fire Department responded and conducted a thorough inspection of the interior and exterior of the home but did not identify any issues. She reminded residents that smoke detectors typically have a lifespan of approximately 10 years and should be replaced accordingly.

Recognition for Somers Elementary Students that designed voter stickers for the Village of Somers Residents

Angie Lasecki, the former Village Clerk 1, recognized the students from Somers Elementary School who were selected as winners of the Election Voter Sticker Contest. Two students from each grade level were chosen, and the Board acknowledged and commended them for their participation and contributions to the contest.

Action on Operator’s Licenses: Jamie Dodge

The board tabled this item until the March 17th Work Session Meeting.

Motion to approve Proposed Replacement of Access Points for \$8,576.42

Trustee Ostby moved to approve Proposed Replacement of Access Points for \$8,576.42

Seconded by Trustee Harbach Motion carried. 6-0 vote

Motion to approve Proposal from Baxter & Woodman for design and oversight of 2026 Roadway Improvements and Culvert Replacements in the Valley View Subdivision for \$47,000.

Trustee Ostby moved to approve Proposal from Baxter & Woodman for design and oversight of 2026 Roadway Improvements and Culvert Replacements in the Valley View Subdivision for \$47,000.

Seconded by Trustee Aupperle Motion carried. 6-0 vote

Action on appointment of: Donald Boxx, Vinnie Chambers and Kent Mayes to the Plan Commission.

Trustee Harbach moved to approve appointment of: Donald Boxx, Vinnie Chambers and Kent Mayes to the Plan Commission.

Seconded by Aupperle Motion carried. 6-0 Vote

Action on Operator’s Licenses: Alexis Jager

Trustee Harbach moved to approve Operator’s Licenses: Alexis Jager

Seconded by Trustee Ostby Motion carried. 6-0 vote

Citizen Comments

Ted Terletzky addressed the board regarding several issues, beginning with concerns about the January 24th public hearing on the Highway E water main project. He stated that comments made about Mastercraft’s involvement were inaccurate, noting that Mastercraft had been in contact with the village as early as December, contrary to statements made at the hearing. He expressed that providing misleading information to the public is unacceptable and could warrant further investigation. Mr. Terletzky proposed that there is a \$411,000 contingency fund. That comes off the special assessment. And that goes to Mastercraft. If the overage of the project comes in at \$100,000, Mastercraft pays an extra \$100,000. But they’ll be capped at \$411. He states he believes that more than fair.

He also raised concerns regarding a new subdivision, pointing out that areas described as retention ponds are outlets, and that the increased impermeable surfaces could exacerbate existing flooding problems in

the neighborhood. He emphasized the importance of reviewing engineering and administrative reports carefully to avoid misrepresentation.

Regarding the water main referendum, Mr. Terletzky clarified that the \$110 per \$100,000 figure is not fixed, stressing that the total \$1.3 million referendum amount is what is established, and the per-\$100,000 rate will adjust as assessed values increase with new developments.

Drawing on his 28 years of experience as a firefighter, Mr. Terletzky stressed the need for adequate staffing to ensure safety during emergency response, highlighting that proper staffing is critical for structure fire operations. He concluded by recommending that the board provide funding to stock fire department rigs with smoke detectors, suggesting this as a practical safety measure and a goodwill gesture for the community.

Patti Tetzlaff, 9001 12th Street

Patty Tetzlaff addressed the board regarding the Highway E water project. She clarified that more than 13 residents objected to the project, contrary to a statement made at the February 24th meeting, noting that a group of residents on Highway E has been actively involved over the past five years. She expressed concern that Mastercraft is exerting undue influence in the process and suggested that, as a significant stakeholder, the company should bear a proportionate share of costs.

Ms. Tetzlaff also raised questions about the \$800 per-house estimate for water connections, explaining that it was a simple division of total project costs by the number of homes. She questioned a report indicating that she would owe over \$2,000 in interest, noting that billing does not begin until the end of the year and that the accumulated interest appears excessive. Emphasizing her consistent record of paying taxes on time since 2008, she requested that the board consider an alternative method for calculating assessments to ensure fairness, stating that the \$57,000 charge is a significant burden.

Gregg Sinnen, 750 Greenbay Road

Gregg Sinnen provided an update on Hawthorne Hollow. He reported that the board has engaged Kubala Wasatchka Architects (WTKA) to assist with long-range planning, including potential building improvements that align with Kenosha County planning and Village of Somers requirements. Mr. Sinnen emphasized that this planning process will be gradual due to the nonprofit's budget considerations.

He highlighted current educational activities, including maple sugaring demonstrations for school groups, and noted that upcoming events, such as the summer concert series, will require permit applications to ensure compliance. Mr. Sinnen also mentioned ongoing security concerns, specifically break-ins at cash donation boxes, and stated that the foundation is coordinating with the village to develop appropriate security measures. He invited board members and residents to visit Hawthorne Hollow to experience its educational and natural offerings.

Motion to Adjourn

Trustee Harbach moved to adjourn at 6:25pm

Seconded by Trustee Smith

Motion carried. 6-0 vote

These minutes are considered a draft and have not been approved by the Village Board. Wendy Burnette
Clerk/Treasurer

**Village of Somers
Special Board Meeting March 17, 2026**

President Stoner called the meeting to order at 7:17pm

President Stoner led the Pledge of Allegiance.

Present: President Stoner, Trustees Karl Ostby, Jackie Nelson, Jack Aupperle and Trustee Smith. Trustee Harbach was excused. Trustee Fredrick appeared virtually. Also present, Administrator Jim Hurley, Clerk Treasurer Wendy Burnette and Chief Andersen.

Correspondence: none

Citizens Comments: None

President and Trustee Comments: None

Action on Jamie Dodge Operator's License

Trustee Aupperle moved to approve operators license for Jamie Dodge.

Seconded by Trustee Smith

Motion Carried. 6-0 Vote

Adjourn

Trustee Nelson moved to Adjourn at 7:20 pm.

Seconded by Trustee Ostby

Motion carried. 6-0 vote

Drafted this 18th day of March 2026 by Wendy Burnette Clerk/Treasurer

These minutes are not official until approved by the Village Board.

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
03/12/2026	POOL	312(E)	BCM1	BCM ONE INC	549.97
03/12/2026	POOL	313(E)	SAMSMC	SAM'S CLUB MC/SYNCB	917.14
03/12/2026	POOL	65965	AT&T001	AT&T	303.55
03/12/2026	POOL	65966	AT&T001	AT&T	99.54
03/12/2026	POOL	65967	MCDEVITTS	ATLAS SERVICE CENTER INC	308.81
03/12/2026	POOL	65968	SPECTRUM	CHARTER COMMUNICATIONS	139.98
03/12/2026	POOL	65969	DIMARIA	DAN DIMARIA	50.30
03/12/2026	POOL	65970	DROPRITE	DROPRITE TREE & LANDSCAPE SERV LLC	5,000.00
03/12/2026	POOL	65971	SAWATZKI	EVAN SAWATZKI	98.80
03/12/2026	POOL	65972	HOL001	HOLLAND SUPPLY, INC	53.10
03/12/2026	POOL	65973	IMG001	IMAGE TREND LLC	3,125.00
03/12/2026	POOL	65974	INTER001	INTERSPIRO INC	744.00
03/12/2026	POOL	65975	JEF001	JEFFERSON FIRE & SAFETY INC	2,783.00
03/12/2026	POOL	65976	KCJOINT	KENOSHA COUNTY JOINT SERVICES	1,097.03
03/12/2026	POOL	65977	MTT001	MASTER TRUCK & TRAILER LLC	10,496.58
03/12/2026	POOL	65978	MEN001	MENARDS INC - RACINE	39.97
03/12/2026	POOL	65979	EASTON	MICHAEL M EASTON	600.00
03/12/2026	POOL	65980	SKK001	SEYMOUR KREMER KOCH LLP	3,119.89
03/12/2026	POOL	65981	STANLEY001	STANLEY STEEMER INTERNATIONAL INC	1,630.00
03/12/2026	POOL	65982	ULINE	ULINE	483.00
03/12/2026	POOL	65983	UNINS	UNEMPLOYMENT INSURANCE	172.76
03/12/2026	POOL	65984	USPOST	US POSTMASTER	650.52
03/12/2026	POOL	65985	VANSCOY	VAN SCOYOC ASSOCIATES	1,000.00
03/12/2026	POOL	65986	VONBRIES	VON BRIESEN & ROPER SC	6,572.50
03/12/2026	POOL	65987	WEE001	WE ENERGIES	246.25
03/12/2026	POOL	65988	WEE002	WE ENERGIES	82.68
03/12/2026	POOL	65989	WEE002	WE ENERGIES	2,072.61
03/12/2026	POOL	65990	WIHUMANE	WISCONSIN HUMANE SOCIETY	974.16
03/12/2026	POOL	65991	WSC001	WISCONSIN SUPREME COURT	800.00

POOL TOTALS:

Total of 29 Checks:	44,211.14
Less 0 Void Checks:	0.00
Total of 29 Disbursements:	44,211.14

03/19/2026 08:58 AM
 User: HKRUK
 DB: Somers

CHECK REGISTER FOR VILLAGE OF SOMERS
 CHECK DATE FROM 03/19/2026 - 03/19/2026

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
03/19/2026	POOL	65995	HOP001	ANDREA & ORENDORFF LLP	2,201.60
03/19/2026	POOL	65996	BAT001	BATTERIES PLUS LLC	69.90
03/19/2026	POOL	65997	BAXTER	BAXTER & WOODMAN INC	41,031.23
03/19/2026	POOL	65998	COLUMNS	COLUMN SOFTWARE PBC	165.78
03/19/2026	POOL	65999	EHLERS	EHLERS	2,700.00
03/19/2026	POOL	66000	GRAPHICCOM	GRAPHIC COMPOSITION LLC	1,594.00
03/19/2026	POOL	66001	KEN005	KENOSHA TIRE CORP	50.00
03/19/2026	POOL	66002	LIB001	LIBERTY MUTUAL INSURANCE CO	106.00
03/19/2026	POOL	66003	MEN001	MENARDS INC - RACINE	152.53
03/19/2026	POOL	66004	IPRINT	MTS PARTNERS INC	124.00
03/19/2026	POOL	66005	PAT001	PATS SERVICES INC	1,073.57
03/19/2026	POOL	66006	PSC001	PUBLIC SERVICE COMMISSION OF WI	539.17
03/19/2026	POOL	66007	R&RINS	R & R INSURANCE SERVICES INC	18,326.83
03/19/2026	POOL	66008	RICOHUSA	RICOH USA, INC	163.90
03/19/2026	POOL	66009	SCHIND	SCHINDLER ELEVATOR CORPORATION	1,295.00
03/19/2026	POOL	66010	SEILER	SEILER INSTRUMENT & MANUFAC CO INC	1,000.00
03/19/2026	POOL	66011	UR001	UNITED RENTAL (NORTH AMERICA) INC	2,600.00
03/19/2026	POOL	66012	VILLSOM	VILLAGE OF SOMERS	60,963.08
03/19/2026	POOL	66013	WEE001	WE ENERGIES	256.80
03/19/2026	POOL	66014	WEE001	WE ENERGIES	73.38
03/19/2026	POOL	66015	WEE001	WE ENERGIES	228.75
03/19/2026	POOL	66016	WEE001	WE ENERGIES	149.06
03/19/2026	POOL	66017	WEE001	WE ENERGIES	63.41
03/19/2026	POOL	66018	WELDSTAR	WELDSTAR COMPANY	316.58
03/19/2026	POOL	66019	MINUTEMAN	WILL TRAIL ENTERPRISES LLC	107.18

POOL TOTALS:

Total of 25 Checks:	135,351.75
Less 0 Void Checks:	0.00
Total of 25 Disbursements:	135,351.75



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

MEETING DATE: March 24, 2026

TO: Village President Stoner and Board of Trustees

PREPARED BY: Josh Fugate, Utilities Manager

REVIEWED BY: Jim Hurley, Village Administrator
Kevin Poirier, Assistant Administrator

AGENDA ITEM: #7 Motion to take action on purchase of water meters by the Somers Water Utility to provide service to residents of Phase 2 of the Savannah at Pike Creek from Core & Main in the amount of \$57,375.00.

BACKGROUND:

The developer for Savannah Phase 2 is requesting the purchase of water meters for all buildings. Since this development is utilizing 1 large diameter meter per building, the lead time for delivery of the larger meters is much longer than a standard residential meter. This purchase request also includes the new radio units to allow staff to read meters via drive-by and wire to connect meters to meter reading unit. (See 501M M2 S/Point on proposal).

UPDATE:

Public Works received a quote for the requested meter from Core & Main, and the amount exceeds the purchase price limit for staff, so this item is being brought in front of the board.

COMMENTS:

To prevent unnecessary hold-ups on the project and potential price increases, staff is requesting that the board approve this purchase to the developer can proceed with completing the project.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

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

“Motion to approve the purchase of water meters by the Somers Water Utility to provide service to residents of Phase 2 of the Savannah at Pike Creek from Core & Main in the amount of \$57,375.00.”

ATTACHMENTS:

Meter Quote



Bid Proposal for Somers - Omni+ Meters 2-24-26

VILLAGE OF SOMERS
Job Location: Somers, WI
Bid Date: 02/24/2026
Core & Main Bid #: 4757648

Core & Main
 15655 West Rogers Dr
 New Berlin, WI 53151
Phone: 2627865186
Fax: 2627864240

Seq#	Qty	Description	Units	Price	Ext Price
10	10	1-1/2 T2 OMNI+ METER	EA	1,085.00	10,850.00
20	23	2 C2 OMNI+ METER	EA	1,825.00	41,975.00
40	23	510M M2 S/POINT WIRED SP HR & LD NON-PIT SET 5396353751202MI	EA	180.00	4,140.00
50	1000	#18 3 PLY REMOTE WIRE	FT	0.41	410.00
				Sub Total	57,375.00
				Tax	0.00
				Total	57,375.00

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/terms-of-sale/>

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.



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

MEETING DATE: March 24th, 2026

TO: Village President Stoner and Village Trustees

PREPARED BY: Tanya Ealy, Accounting Manager

REVIEWED BY: Jim Hurley, Administrator

AGENDA ITEM: #8 Action on Proposed Resolution 2026-007, a Resolution to amend the 2025 CIP Budget

Background

Administration is requesting an amendment to the 2025 Capital Improvement Plan (CIP) budget to allow certain unused funds to be carried forward to the 2026 CIP. These adjustments account for project retainage, remaining balances from completed purchases, and items that were ordered in 2025 but not received or paid until 2026.

Requested Budget Amendments

2023 Borrowed Funds

2025 Paving – \$27,215.90

- Carry forward funds to cover retainage owed to Payne & Dolan for the 2025 paving project once punch list items have been completed.

Public Works

- **2010 – Falcon Asphalt Hot Box – \$16,389.50**

- Funds remain after completion of the purchase. The Public Works Department requests that the remaining balance be carried forward and applied toward the 2026 paving project.

General Fund Reserves

Public Works

2025 Ford 4x4 F-550 1-Ton Chassis – \$124,819

- The vehicle was delivered and paid for in 2026. Funds are requested to be carried forward to cover this expenditure.

2025 Ford 4x4 Super Cab Pickup with Snowplow – \$10,759

- Funds will be used to cover the remaining parts needed for the vehicle.

Administration

Replacement Computer Plan – \$7,911

- Funds will cover computers ordered in 2025 but received and paid for in 2026.

Recommendation

Motion to adopt Resolution 2026-007 to amend the 2025 CIP Budget.

Attachment

Amended 2025 Capital Improvement Plan

CIP Amendment Resolution

Exhibit A

2025 Consolidated CIP

Use of funds

General fund:

Paving- Have Retainage of \$27215.90

	2025 total proposed CIP budget	2025 proposed General fund	Spent	Remaining	2023A borrowing	2025 cash	2026 cash
37th Ave. (CTH A to 6th PL) Pets Sub. , Paser Rating = 2	\$71,634	71,634	\$ 71,634.00	-	71,634	-	-
6th Place (37th Ave. to 39th Ave.) Pets Sub. PASER Rating = 2	\$31,000	31,000	\$ 31,000.00	-	31,000	-	-
39th Ave. (6th PL to Cul-De-Sac) Pets Sub. PASER Rating = 2	\$57,400	57,400	\$ 57,400.00	-	57,400	-	-
39th Ave. (6th PL to 5th PL) Pets Sub. PASER Rating =2	\$85,400	85,400	\$ 85,400.00	-	85,400	-	-
5th Place (39th Ave. to Cul-De-Sac) Pets Sub. PASER Rating = 2	\$61,700	61,700	\$ 61,700.00	-	61,700	-	-
5th Place (39th Ave. to 4204, 6th St.) Pets Sub. PASER Rating = 2	\$103,473	103,473	\$ 103,473.00	-	103,473	-	-
6th Street (6th Street to Termination) Pets Sub. PASER Rating = 2	\$30,000	30,000	\$ 30,000.00	-	30,000	-	-
96th Ave	\$92,593	92,593	\$ 76,495.17	16,098	\$92,593	-	-
10% Contingencies; Engineering	\$93,300	\$93,300	\$ 37,629.08	55,671	93,300	-	-
	\$626,500	626,500	\$ 554,731.25	\$ 71,768.97	626,500	-	-

Public works:

Trench Box	\$15,000	\$15,000	\$ 14,720.00	280	-	\$15,000	-
GIS	\$15,000	15,000	\$ 15,630.00	(630)	-	\$15,000	-
2010 - Falcon Asphalt Hot Box	\$55,000	\$55,000	\$ 38,610.50	16,389.50	\$55,000	-	-
2025 Ford 4x4 F550 1-Ton: Chassis	\$124,819	\$124,819	-	124,819	-	124,819	-
2025 Ford 4x4 Super Cab pickup with snowplow	\$67,317	\$67,317	\$ 56,558.00	10,759	-	67,317	-
	\$277,136	\$277,136	\$ 125,518.50	\$ 151,617.50	\$55,000	\$222,136	-

Parks:

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

Public Safety:

Turnout Gear	150,000	150,000	\$ 149,114.00	886	-	150,000	149,114
Fire Hose Replacement	15,000	15,000	\$ 14,866.00	134	-	15,000	14,866
CO2 Meters	12,000	12,000	\$ 12,032.15	(32)	-	12,000	12,032
Dispatch Software	12,500	12,500	\$ 5,407.83	7,092	-	12,500	5,408
Gym Equipment	15,000	15,000	\$ 14,913.98	86	-	15,000	14,914
Station #2 Architectue	50,000	50,000	\$ 5,616.00	44,384	-	50,000	5,616
Station #2 Architectue	-	-	-	-	-	-	-
	254,500	254,500	\$ 201,949.96	\$ 52,550.04	-	254,500	201,950

Administration:

Website upgrade	5,000	5,000	\$ 2,550.00	2,450	-	5,000	-
Fire Department Lobby - Push to 2026	25,000	25,000	-	25,000	-	25,000	-
Replacement Computer Plan	20,000	20,000	\$ 12,089.31	7,911	-	20,000	-
Electronic Speed Signs	15,000	15,000	-	15,000	-	15,000	-
Village Buildings HVAC Repairs	10,000	10,000	\$ 9,999.65	0	-	10,000	-
Banners-Push to 2026	3,500	3,500	-	3,500	-	3,500	-
	78,500	78,500	\$ 24,638.96	\$ 53,861.04	-	78,500	-

TOTAL GENERAL FUND	\$1,236,636	1,236,636	\$ 906,838.67	329,798	681,500	555,136	201,950
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Sewer fund:

			\$ -	-	-	-	-
			\$ -	-	-	-	-
I&I Replacement/Repaid Program-Sanitary Sewer Rehab – Televising and Engineering	250,000	250,000	\$ 29,410.74	220,589	-	250,000	-
	-	-	\$ -	-	-	-	-
TOTAL SEWER FUND	250,000	250,000	\$ 29,410.74	\$ 220,589.26	-	250,000	-

Water fund: updated 6/20/24

Water Meter AMR Program	-	-	-	-	-	-	-
TOTAL WATER FUND	-	-	-	-	-	-	-

Storm water fund:

Greenbay Road Mueller parcel	40,000	40,000	-	40,000	-	40,000	-
Gitzlaff Phase II	39,762	39,762	\$ 39,801.00	(39)	-	39,762	-
Neumiller Woods Phase II	21,949	21,949	-	21,949	-	21,949	-
Davis Culvert	40,000	40,000	-	40,000	-	40,000	-
4th Street Culvert Replacement-	140,123	140,123	\$ 140,123.12	-	-	140,123	-
1/2 of Strand's Grant Money /Flood Study	40,500	40,500	\$ 81,950.00	(41,450)	-	40,500	-
TOTAL STORM WATER FUND	322,334	322,334	\$ 261,874.12	60,460	-	322,334	-

TID#1:

	-	-	-	-	-	-	-
TOTAL TID #1 FUND	-	-	-	-	-	-	-

TOTAL	\$1,808,970	1,808,970	\$ 1,198,123.53	\$ 610,846.60	681,500	1,127,470	201,950
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Village of Somers

RESOLUTION NO. 2026-007

**A RESOLUTION TO AMEND THE 2025 VILLAGE OF SOMERS
CAPITAL IMPROVEMENT PLAN PROJECTS FOR 2025**

WHEREAS, the Village Board adopted a 2025 CIP Budget;

WHEREAS, there is a need to update the Capital Projects Plan to determine which capital projects and capital equipment purchases should go forward; and

WHEREAS, the Village Board has previously amended the 2025 CIP Budget through Resolution 2025-003 and 2025-008, 2025-010, and

WHEREAS, the Village Board has reviewed changes that need to be made to reference capital projects and capital equipment purchases that the Village Board wishes to move forward with in 2026; and

NOW THEREFORE, the Village Board of the Village of Somers, Kenosha County, Wisconsin does hereby resolve:

1. That the Amended 2025 Capital Projects Plan for the Village of Somers as set forth in Exhibit A, which is attached hereto and incorporated herein, is authorized and approved.

Dated this day of March, 2026

George Stoner, President

Wendy Burnette, Clerk-Treasurer

2/3 vote required

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

MEETING DATE: March 24, 2026

TO: Village President Stoner and Village Trustees

PREPARED BY: Tanya Ealy, Accounting Manager
Josh Fugate, Utilities Manager

REVIEWED BY: Jim Hurley, Administrator

AGENDA ITEM: #9 Proposed Resolution 2026-009, a Resolution to amend
the 2026 CIP Budget

Background

Staff are requesting an amendment to the 2026 Capital Improvement Program (CIP) Budget due to the following:

* Reallocate remaining funds associated with the Village's 2023 financing held by Ehlers.

- Use of returned reserves for the Access Point and add the 12th Street Water Transfer Station Project to the Water CIP.
- Updated cost estimated for the 13th Avenue Lift Station.

Proposed Use of Remaining Borrowed Funds

Staff is requesting authorization to use the remaining borrowed funds from 2023 borrowing totaling **\$268,086.63**. We would like to use \$143,268 for the 2026 paving. This includes the \$27,216 left over in retainage for the 2025 Paving projects. We would like to use the remaining \$124,819 for the 2025 Ford truck for Public Works. Use of these funds will allow the Village to close the remaining Ehlers investment account in 2026.

2026 Paving Program – Approved Funding

The Village Board previously approved **\$779,000** for the 2026 paving program funded by:

- **\$704,000** – General Fund reserves
- **\$75,000** – 2023 borrowed funds

2025 Public Works Ford Truck – Approved Funding

The Village Board previously approved **\$124,418** for the 2025 Ford Truck funded by General Fund reserves.

Source Amount

Remaining funds from 2025 Paving \$88,158.47
Unspent bank transfers from Ehlers \$24,440.46
Ehlers Investment Account \$155,487.70
Total Available Funds \$268,086.6

Additional Budget Adjustments

Access Point Project

Staff proposes allocating **\$8,576.42** in returned General Fund reserves from the paving project budget to fund the Access Point project.

12th Street Water Main Extension Project

Staff recommends adding the 12th Street Water Main Extension to the Water CIP.

- Total Project Costs for Construction, Engineering, Design and Design Review: \$2,972,435
 - The Village is planning to cover upfront expenses from the Sewer Fund (\$2.1M) and TID 3 (\$720,000). Remaining expenses will be initially funded by General Fund reserves.
 - General Fund reserves and the Sewer Fund will be reimbursed from special assessments and funds from TID 6.
 - The estimated total from the General Fund is **\$152,435**. The Village will make another CIP amendment after the project is completed to reflect actual costs.
-

13th Avenue Lift Station

The 2026 Capital Improvement Plan (CIP) originally included a budget request of \$160,500 for improvements at the 13th Avenue Lift Station. This project is intended to address aging infrastructure, improve operational reliability, and ensure continued compliance with system performance standards.

Following further evaluation, vendor proposals, and refinement of project scope, updated cost estimates have been received for key components of the rehabilitation.

Recent proposals indicate that the original CIP budget is insufficient to fully complete the improvements intended at the 13th Avenue Lift Station.

- The control panel replacement price increased significantly, and quotes came in at **\$120,000**
- The generator replacement and installation totals **\$108,962.13** (equipment and installation combined)

While not all components may be implemented simultaneously depending on final scope and phasing, these updated quotes reflect current market pricing and supply conditions.

Based on this information, staff is requesting to increase the CIP allocation for this project from **\$160,500 to \$240,500**, which includes a five percent contingency to ensure adequate funding coverage for priority improvements.

Additionally, staff have identified potential funding offsets and savings within other utility capital programs:

- **Tax Increment District (TID) Eligibility:**
Certain utility-related improvements are anticipated to qualify for TID funding instead of CIP funding, including:
 - Select improvements at the Pike Creek Lift Station
 - Air release valve upgrades within the sanitary system. These items may be shifted from utility-funded CIP to TID-funded projects, reducing pressure on enterprise funds.
- **UD#1 Fund Savings (Sanitary Sewer):**
Following televising efforts in the Biex's and Valley View subdivisions, it has been determined that Cured-In-Place Pipe (CIPP) lining is not required in these areas. This results in anticipated cost savings within the UD#1 fund, which can help offset other capital needs.

Staff Recommendation

Staff recommend the Village Board consider approval of **Resolution 2026-009 amending the 2026 CIP Budget** to authorize the use of remaining borrowed funds, fund the Access Point project, add the 12th Street Water Main Project, and increase the 13th Avenue Lift Station to \$240,500.

Suggested Motion:

Motion to adopt Resolution 2026-009 amending the 2026 CIP Budget.

Attachment

CIP Amendment Resolution

Amendment to the 2026 CIP

2026 CIP Request form dated Nov. 10, 2025

Altronex Proposal

Cummins quote

Village of Somers

RESOLUTION NO. 2026-009

**A RESOLUTION TO AMEND THE 2026 VILLAGE OF SOMERS
BUDGET TO REFERENCE UPDATED CAPITAL IMPROVEMENT PLAN
PROJECTS FOR 2026**

WHEREAS, the Village Board adopted a 2026 CIP Budget;

WHEREAS, there is a need to update the Capital Projects Plan to determine which capital projects and capital equipment purchases should go forward; and

WHEREAS, the Village Board has reviewed changes that need to be made to reference capital projects and capital equipment purchases that the Village Board wishes to move forward with in 2026; and

NOW THEREFORE, the Village Board of the Village of Somers, Kenosha County, Wisconsin does hereby resolve:

1. That the Amended 2026 Capital Projects Plan for the Village of Somers as set forth in Exhibit A, which is attached hereto and incorporated herein, is authorized and approved.

Dated this _____ day of March, 2026

George Stoner, President

Wendy Burnette, Clerk-Treasurer

2/3 vote required



FY 2026 CIP Request Form

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

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

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

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

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

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

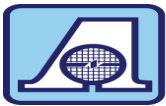
12. Age of Item to be Replaced 24 13. Estimated Useful Life of Replacement 15 to 20 14. End of Useful Life Year 2041

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

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

Sewer Fund

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



Name	Customer	Proposal#	Due/Bid Date
Somers, WI - 13th Ave LS Control Panel	Somers, WI	20260408	1/23/2026, 12:00 PM

Scope

L.W. Allen and its Altronex Control Systems division are pleased to provide a quotation for the following equipment and services

13th Avenue Lift Station

- Duplex Pump Control Panel
- 480V, 3 Phase, 3 Wire, 200 Amp Service
- NEMA 12 Freestanding Enclosure
 - 72" high x 36" wide x 16" deep
- Main Lugs
- Surge Protection Device
- Phase Monitor Relay
- Single Phase Breakers as needed
- IS Barriers
- Float Backup Logic
- 7" Panelview Plus 7 (Matching 7th, 11th, 45th and 63rd Lift Stations)
- DC Power Supply
- DC UPS and batteries
- Typical for both pump
 - Pump Breaker
 - VFD with bypass (Similar to the existing panel) (Motor info: 50HP, 72FLA, 1180 RPM)
- Typical pilot devices for both pumps
 - Hand-Off-Auto Selector Switch
 - Run Light
 - Overload Light
 - High Temp Light
 - Seal Fail Light
 - Reset Pushbutton
 - ETM
- Equipment that will be reused and relocated from the existing RTU panel
 - Ethernet Switch
 - Micrologix 1400 PLC
 - Telemetry Radio

Remote Devices

- Aqua Tap Level Gauge
- (5) Floats
- 50 ft of cable
- Suspension Kit

Note: This station will match the control at 63rd Ave. Lift Station

Electrical Contractor Scope (included):

- Demo and removal of existing control panel

Standard Terms and Conditions

Controlling Provisions: The terms and conditions and supplemental exhibits contained herein (the "Terms and Conditions") shall supersede any provisions, terms, and conditions contained on any purchase order or other written form any direct buyer ("Buyer") may use or provide (whether received by S.J. Electro Systems, Inc. or any of its subsidiaries or affiliates (collectively, "SJE") prior or subsequent to the date hereof), and the rights of the parties shall be governed exclusively by the Terms and Conditions as described herein. SJE sells certain services, products, replacement parts and related software (collectively, the "Goods"). The purchase of the Goods is governed by the Terms and Conditions. Any communication by Buyer to SJE to purchase Goods will be treated by SJE as a request to purchase the Goods. The response, however communicated, will be understood by all parties as an agreement by SJE to sell to Buyer the requested Goods pursuant to the Terms and Conditions. **SJE specifically opposes any terms or conditions that are in addition to or different from the Terms and Conditions, unless specifically agreed to in each instance in writing by SJE.**

Quotations, Acceptance, and Agreements: Any quotation is a good faith estimate. To the extent that SJE has been provided by or on behalf of Buyer any specifications, description of operating conditions or other data and Information In connection with the selection or design of the Goods, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by SJE, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgement and approval of the quotation as written and an acceptance of the Terms and Conditions. Written quotations which have not been finalized by a binding purchase order shall expire on the date specified in the quotation or, in the absence of such specification, thirty (30) calendar days from the date issued. SJE may revise or withdraw a quotation at any time prior to the finalization of a binding purchase order.

Per company policy, a separate written agreement signed by both parties or a purchase order accepted and acknowledged by SJE is required to form any legally binding agreement.

Intellectual Property: All devices, patents, designs (including drawings, plans and specifications), software existing or to be developed, estimates, prices, notes, memos, summaries, electronic data and other documents or information prepared or disclosed by SJE shall remain the sole intellectual property of SJE. Following acceptance and final payment, SJE shall grant to Buyer a non-transferable, non-exclusive license for use and sale of the Goods.

Credit Approval: The credit terms granted on each order are subject to SJE's continuing approval of Buyer's credit. SJE may withdraw the extension of credit and require modified payment terms if, in SJE's sole judgment, Buyer's credit or financial standing is impaired such that SJE in good faith deems payment insecure.

Prices and Taxes: All prices are FOB shipping point, unless otherwise stated or referenced in attached exhibits. All prices are subject to any commercially reasonable additions that may be necessary to cover any duties, taxes or charges. All prices are in U.S. Dollars. Prices may be subject to change without notice.

Shipping Policy: Shipping and handling charges cover the transportation of the Goods from SJE's warehouse to Buyer, unless otherwise specified. Standard shipping rates are assessed upon placement of order. SJE uses many methods of shipment including UPS shipping services but reserves the right to substitute carriers without notice. UPS next-day air, UPS second-day air, UPS three-day ground, UPS Express and UPS Expedited are services available to Buyer for expediting orders. Expedited orders will be shipped based on the method Buyer selects. These services may not be available for shipment into all countries.

While SJE will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by SJE, all shipping dates are approximate and not guaranteed. SJE reserves the right to make partial shipments. SJE, at its option, shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions and other required information. If the shipment of the Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse SJE for any and all storage costs and other additional expenses resulting therefrom. The actual shipping weights may vary.

Title, Risk of Loss, Inspection of Equipment: Title and risk of loss to the Goods shall pass to Buyer upon delivery of the Goods to the respective delivery carrier. Buyer shall immediately inspect the Goods upon receipt and any damage must be noted on the delivery carrier's bill of lading at time of receipt. SJE is not liable for any damages caused by shipping. SJE is not liable for any shortages or nonconformance unless notified by Buyer within two (2) business days of Buyer's receipt of the Goods.

Operations/Maintenance Manuals: Installation, maintenance and operation manuals will be furnished to Buyer in the number of copies specified at the time of quotation or order. Additional copies subject to charges as outlined in attached exhibits.

Installation and Use: Buyer will be solely responsible for the proper application, installation and service of the Goods. Installation instructions are supplied by SJE and must be followed.

Export/Import: Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including, but not limited to, those of the United States and the European Union, and the jurisdictions in which SJE and Buyer are established or from which Goods may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, or export Goods in violation of such applicable laws, regulations, orders or requirements.

Payment: Buyer shall pay SJE the full purchase price as set forth in the respective order between SJE and Buyer. Unless otherwise agreed to in writing between SJE and Buyer, freight, storage, insurance, taxes, duties, and any governmental charges relating to the Goods shall be paid by Buyer. If SJE is required to pay any such charges, Buyer shall immediately reimburse SJE upon notice from SJE of same. All payments are due within approved credit terms. Buyer may be charged the lower of 1.5% interest per month or the maximum legal rate on all amounts not received by the due date described therein.

Security Interest: SJE shall retain a security interest in the Goods until the full purchase price has been paid. Buyer's failure to pay any amounts due, including interest, shall give SJE the right to possession and removal of the Goods after providing ten (10) days written notice to Buyer. SJE's taking of such possession shall be without prejudice to any other remedies SJE may have.

Changes, Cancellations, Returns: Buyer may request changes or additions to the Goods consistent with SJE's specifications and criteria. In the event such changes or additions are accepted by SJE, SJE shall have the absolute right to revise the prices and dates of delivery, and to add charges for work and materials rendered unnecessary by such changes or additions. All changes, cancellations, or returns must have SJE prior written approval and subject to restocking fees and service charges. Authorized returns must be packaged and shipped prepaid to SJE.

Return Policy: SJE will only accept Goods returned within one (1) year from the date of manufacture, un-used, and current production models. Returned Material Authorization ("RMA") numbers must be assigned to any Goods Buyer wishes to return for credit. To obtain an RMA, Buyer must contact SJE's Service Center at 218-847-1317 or toll free at 888-342-5753. Buyer is responsible for payment of return shipping fees unless such returned Goods result from an SJE order processing error. Upon return, SJE shall reimburse Buyer for the return freight resulting from the return of Goods due to such SJE order processing error. In the event of any return in compliance with this paragraph, SJE will provide Buyer credit for the returned Goods and work to reship correct Goods to Buyer. SJE reserves the right to refuse acceptance of returned Goods after inspection. SJE will not accept returns for Goods that are custom-built for Buyer as such items cannot be resold by SJE; however, custom-built Goods remain subject to applicable warranty provisions in each case.

Notwithstanding the foregoing (and so long as the return is not due to an order processing error of SJE), a restocking fee shall be charged to Buyer for returned Goods as outlined in the attached Exhibits.

Force Majeure: SJE shall not be liable or responsible to Buyer, nor be deemed to have defaulted under or breached any agreement with Buyer, for any failure or delay in fulfilling or performing any term of any agreement with Buyer, when and to the extent such failure or delay is caused by or results (directly or indirectly) from acts beyond SJE's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of any subject agreement between SJE and Buyer; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial services; or (i) any other cause beyond the reasonable control of SJE.

Indemnification and Default: In addition to all other amounts due hereunder, Buyer shall reimburse SJE in full for all collection costs or charges, including reasonable attorney fees, which SJE may incur in the collection of any past due amounts from Buyer, including applicable interest on overdue accounts. If Buyer is in default under this or any other agreement with SJE, SJE may defer performance hereunder until such default is resolved. SJE shall have no obligation to provide factory startup assistance or factory training (when requested) until all invoices (including retentions) for equipment have been paid in full. Furthermore, SJE shall have no liability to Buyer to the extent Buyer damages, or any damages are suffered by, or claims are made against Buyer as a result of Buyer's negligence, willful misconduct, misrepresentation of any Goods, or failure to utilize the Goods properly.

Warranty and Liability: During the warranty period, Buyer's exclusive remedy will be either repair or replacement, at the sole discretion of SJE and subject to the Terms and Conditions of any component which proves to be defective due to defective materials or workmanship of SJE.

SJE DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND SJE SHALL NOT, IN ANY MATTER, BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, OR PENALTIES THAT RESULT FROM A BREACH OF CONTRACT, BREACH OF WARRANTY (EXPRESS OR IMPLIED), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. IN NO EVENT SHALL SJE'S LIABILITY TO BUYER OR ANY OTHER PARTY EXCEED THE LESSER OF (i) THE COST OF REMEDIATING ANY DEFECT OR DEFICIENCY IN THE PERFORMANCE OF SJE HEREUNDER OR (ii) THE PURCHASE PRICE OF THE GOODS IN RESPECT OF WHICH THE CLAIM IS MADE.

ANY ELECTRICAL WIRING AND SERVICING OF THE GOODS MUST BE PERFORMED BY A LICENSED ELECTRICIAN. WARRANTY CLAIMS FOR GOODS WHICH WERE AT ANY TIME WIRED OR SERVICED BY ANYONE OTHER THAN A LICENSED ELECTRICIAN SHALL NOT BE HONORED IN WHOLE OR PART BY SJE.

Furthermore, this warranty shall not apply to: (a) damage due to any weather-related or other conditions beyond the control of SJE; (b) defects or malfunctions resulting from the Goods not installed, operated, or maintained in accordance with instructions provided, applicable local codes, ordinances, or accepted trade practices; (c) failures resulting from abuse, misuse, accident, or negligence; or (d) Goods repaired and/or modified without prior written authorization from SJE.

Some states do not allow limitations on implied warranty duration, as such, this limitation may not apply to Buyer. Some states do not allow the exclusion or limitation of incidental or consequential damages, as such, these limitations or exclusions may not apply to Buyer. The above-described warranty gives Buyer specific legal rights, and Buyer may also have other rights which vary from state to state.

TO OBTAIN WARRANTY SERVICE: Buyer shall assume all responsibility and expense for removal, reinstallation, and freight associated with any warranty service. Any Goods to be repaired or replaced under this warranty must be returned to SJE, or such place as designated by SJE. Buyer can contact SJE Service Center at 218-847-1317 or toll free at 888-342-5753 for an RMA on any Goods being submitted for a warranty claim.

Applicable Law and Forum: Any disputes between Buyer and SJE shall be venued in Becker County District Court in the State of Minnesota. Buyer agrees to submit to such jurisdiction and agrees that the dispute shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule.





February 16, 2026

Prepared by

Tony Schmidt
 Sales Representative-PG
 (920) 915-0559
 LD636@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	C150N6, 150kW, 60Hz, Standby, Natural Gas/Propane Genset C150N6, 150kW, 60Hz, Standby, Natural Gas/Propane Genset U.S. EPA, Stationary Emergency Application Duty Rating - Standby Power (ESP) Emissions Certification - SI, EPA, Emergency, Stationary, 40CFR60 Listing - UL 2200 NFPA 110 Type 10 Level 1 Capable Exciter/Reg - Torque Match Voltage - 277/480, 3 Phase, Wye, 4 Wire Alternator - 60Hz, Reconnect, Full Output, 105C, 40C Ambient, Increased Motor Starting (IMS) Enclosure - None Battery Rack Skidbase - Housing Ready Control Mounting - Left Facing PowerCommand 2.3 Controller Gauge - Oil Pressure Stop Switch - Emergency Relays - Auxiliary, Qty 2, 25A - 15V DC/10A - 30V DC Control Display Language - English Load Connection - Single Circuit Breaker, Location A, 70A - 250A, 3P, LSI, 600 Volts AC, 100%, UL Circuit Breaker or Terminal Box (Position B) - None Circuit Breaker or Terminal Box (Position C) - None Circuit Breaker or Entrance Box - Bottom Entry, Right Side Engine Governor - Electronic, Isochronous Single Gas Fuel - NG or LP Vapor Engine Starter - 12 Volt DC Motor Exhaust Connector - NPT Engine Air Cleaner - Normal Duty Battery Charging Alternator Battery Charger - 6 Amp, Regulated Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted Shutdown - Low Coolant Level Extension - Coolant Drain Duct Adaptor - Radiator Outlet	1



	<p>Engine Coolant - 50% Antifreeze, 50% Water Mixture Coolant Heater, Extreme Cold Ambient Engine Oil Heater - 120 Volts AC, Single Phase Engine Oil Genset Warranty - 2 Years Base Literature - English Packing - Skid, Poly Bag Extension - Oil Drain</p>	
2	Battery	2
3	Regulator-Natural Gas, 1 1/4"NPT Inlet/Outlet, 1500CFH, 25PSI	1
4	Muffler, Critical-Side Inlet, End Outlet, 5.0"ASA Flange	1
5	Exhaust Pipe Package-Side Inlet, 4.0"NPT to 5.0"ASA	1
6	<p>OTECB, OTEC Transfer Switch-Electronic Control: 225A OTEC225, Transfer Switch, PowerCommand, 225 Amp Listing - UL 1008/CSA Certification Application - Utility to Genset Cabinet - Type 1 Poles - 3 (Solid Neutral) Frequency - 60 Hz System - 3 Phase, 3 or 4 Wire Voltage - 480 Volts AC Genset Starting Battery - 12V DC PC40 Control Interface - Communications Network, MODBUS RTU Module Transfer Switch Warranty - 1 Year Comprehensive</p>	1
7	<p>Removal of existing Generator and Installation of new Generator Labor and materials to complete installation</p> <ul style="list-style-type: none"> • Disconnect and remove existing generator and associated components <ul style="list-style-type: none"> o Removal of wall thimbles and exhaust o Automatic transfer switch o Disposal of all removed equipment and components • Installation of new 150KW natural gas generator provided by others • Installation of new 225 Amp automatic transfer switch provided by others • Provide and install new conduit and conductors for the following... <ul style="list-style-type: none"> o Between generator and automatic transfer switch o Block heater o Battery charger • Natural gas piping and regulator • Ductwork with flex connection to existing louver • Provide and install new exhaust piping and new wall thimble <ul style="list-style-type: none"> o Muffler provided by others • Provide and install new exhaust insulation with aluminum jacket • Provide and install painted steel closure plate for unused exhaust opening • Coordination of delivery, off-loading, installation and startup of new generator • Startup • Excludes: <ul style="list-style-type: none"> o Utility fees o Temporary power and controls o Housekeeping pads 	1



	<ul style="list-style-type: none"> o Louvers, dampers and actuators o OT labor o Generator o Automatic transfer switch o Automatic transfer switch line and load conduits and conductors o Bypass pumping o SCADA and integration 	
8	Service - start up & testing	1
9	Freight to site	1

GENERATOR TOTAL: \$47,856.07

REMOVAL/INSTALL (LINE 7) TOTAL: \$61,106.06

Quote value does not include any tax.

NOTES:

Fuel and permits, unless listed above, is not included.

Cummins Standard Start-up and testing is included. Additional tests, such as NETA testing, if required, is by others

Coordination Study not provided.



Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Tony Schmidt

Tony Schmidt
Sales Representative-PG
(920) 915-0559
LD636@cummins.com

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

<Rest of the page is intentionally left blank>



TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. The purchase of Equipment is a "take or pay" obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Equipment if delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right to invoice the Customer and, upon Cummins' sole discretion, Cummins may either: (i) deliver the Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed one hundred twenty (120) days from the agreed upon delivery date, unless otherwise agreed by Cummins in writing. A storage fee of two thousand five hundred dollars (\$2,500.00) or two percent (2%) of the total quoted amount, whichever is greater, shall be assessed for any Equipment whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond one hundred twenty (120) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Equipment in accordance with applicable abandonment laws, and/or (ii) make the Equipment available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies,



equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.*

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that extending credit terms is no longer commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, after receipt of a purchase order for a generator already on order with the factory, or after Cummins is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the



scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.



16. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW, VENUE, AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.



22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

25. TARIFF AND DUTY SURCHARGES. In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

26. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is in writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

27. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.



28. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

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

MEETING DATE: March 24th, 2026

TO: Village President Stoner and Village Trustees

PREPARED BY: Tanya Ealy, Accounting Manager

REVIEWED BY: Jim Hurley, Administrator

AGENDA ITEM: #10 Action on proposed Resolution No. 2026-010, a Resolution to Amend the 2025 Village of Somers Adopted General Fund Budget

BACKGROUND:

As the fiscal year end, actual numbers come in, and adjustments help reflect reality more accurately. The proposed 2025 General Fund budget year end resulted in Revenues coming in over budgeted amounts, General Government, Public Safety, Public Works and Solid Waste expense coming in less than budgeted. The Village would like to reallocate these funds to better align with the Village's priorities. Below are some of the variances that resulted in this budget amendment.

1. Revenues are greater by \$1.029 million than budgeted. Requesting the Board to amend original budget amounts to include the excess revenues minus the \$509K we are using for the 2026 Budget.
2. General Government appropriation unit came in approximately \$39,821 from budgeted. The biggest variance is within the Village/Town Office.
 - Village/Town Office will be \$33K less than budgeted. The two big factors are computer and website and conferences.
3. Public Safety appropriation unit is under budget by \$141K. This is heavily due to the Fire Department salary and benefits coming in \$158K less than expected. There was a public safety employee on military leave for a big part of 2025. Law Enforcement came in \$19.8K over budget. This is mainly due to overtime. We are requesting to amend to actual spend.

4. Public Works appropriation unit is \$61K under budget. This is due to employment changes and health benefits not being taken. We are requesting the Board to adjust to actual cost.
5. Solid Waste appropriation unit is \$25,614.56 under budget. Garbage and Recycling were under the contract amount. Requesting the Board to adjust to actual spending.
6. The Transfer Out from General Fund to the Capital Improvement fund in the amount of \$514K is a yearly entry that is needed to fund our capital projects.

In 2025 the Village's General Fund has done very well with excess revenues of \$1,029,295.53 that will increase the General Fund balance by \$799,346.72 before the transfer of \$509K to the 2026's budget. 2025 General Fund balance unaudited is expected to be \$6.9 million compared to \$6.6 million in 2024.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Motion to adopt Resolution 2026-010 to amend the 2025 Budget.

ATTACHMENTS:

Budget Amendment Resolution

Budget Amendment Exhibit A

General Fund Variance by Categories Exhibit B

Village of Somers

RESOLUTION NO. 2026-010

**A RESOLUTION TO AMEND THE 2025 VILLAGE OF SOMERS
ADOPTED GENERAL FUND BUDGET**

WHEREAS, the Village Board adopted its 2025 General Fund Budget on November 26, 2024; and

WHEREAS, the Village has received revenues and incurred expenditures which were not anticipated at the time the 2025 General Fund Budget was adopted;

WHEREAS, there is an additional amendment required;

WHEREAS, the Village Board finds it necessary to amend the 2025 General Fund Budget;

NOW THEREFORE, the Village Board of the Village of Somers, Kenosha County, Wisconsin does hereby resolve:

1. That the following individual accounts in the 2025 General Fund Budget – Revenue and Expenditures are amended to read as listed in “Exhibit A” under the revenue and expenditures categories required by law.
2. That the following General Fund Categories in the 2025 General Fund Budget – Revenue and Expenditures are amended to read as listed in “Exhibit B” under the revenue and expenditures required by law.
3. The Clerk/Treasurer is hereby directed to post a notice of the changes on the Village website as provided in Section 65.90(5)(a) Wisconsin State Statutes.

Dated this _____ day of March, 2026

George Stoner, President

Wendy Burnette, Clerk-Treasurer

2/3 vote required

Exhibit A

GENERAL JOURNAL ENTRY

Post Date:	12/31/2025								
Journal Type:	GJ								
Explanation:	BUDGET MODIFICATIONS								
L i n e #	<u>Account Name</u>	<u>Account Number</u>	<u>Increase/(Decrease)</u>	<u>Amount - Increase/(Decrease)</u>					
		101-41000-41111	VILLAGE PROPERTY TAXES	Increase	(1.47)				
	101-41000-41112	TOWN PROPERTY TAXES	Decrease	0.22					
	101-41000-41140	MOBILE HOME TAXES	Increase	(30,453.15)	\$ 28,190.00	to 2026 budget			
	101-41000-41150	PRIVATE AND MANAGED FOREST, WOODLAND TAX	Decrease	19.15					
	101-41000-41320	TAXES FROM OTHER TAX EXEMPT ENTITIES	Decrease	2,834.98					
	101-41000-41910	OMITTED TAXES	None	0.00	\$ 2,638.76	to 2026 budget			
	101-41000-41920	AG-USE PENALTY	Increase	(1.43)	\$ 9,520.00	to 2026 budget			
	101-42000-42180	VOLUNTARY DONATION	Increase	(112,601.50)					
	101-43000-43410	STATE SHARED REVENUE	Increase	(1.23)	\$ 9,690.00	to 2026 budget			
	101-43000-43411	PERSONAL PROPERTY AID	Decrease	0.69					
	101-43000-43420	FIRE INSURANCE DUES	Decrease	972.49					
	101-43000-43431	EXEMPT COMPUTER AID	Increase	(0.45)					
	101-43000-43433	VIDEO SERVICE PROVIDER AID	Decrease	0.20					
	101-43000-43529	AMBULANCE FUNDING	Increase	(38,376.06)	\$ 32,920.00	to 2026 budget			
	101-43000-43531	TRANSPORTATION AID	Decrease	468.67					
	101-43000-43545	RECYCLING GRANT	Decrease	21.74					
	101-43000-43691	PAYMENT FOR MUNICIPAL SERVICES	Decrease	18.60					
	101-43000-43692	ENVIRONMENTAL IMPROVEMENT FUND	Increase	(10,451.00)					
	101-43000-43694	DNR GRANT - PS	Decrease	404.00					
	101-43000-43791	OTHER LOCAL GOVERNMENT GRANTS - PS	Increase	(1,872.00)					
	101-44000-44110	CLASS A LIQUOR LICENSES	Increase	(920.00)					
	101-44000-44111	CLASS B LIQUOR LICENSES	Decrease	732.00					
	101-44000-44112	OPERATORS LICENSES	Increase	(378.80)	\$ 6,000.00	to 2026 budget			
	101-44000-44113	BUSINESS AND OCCUPATIONAL LICENSES	Decrease	1,675.00					
	101-44000-44116	CIGARETTE LICENSES	Increase	(50.00)					
	101-44000-44121	CABLE FRANCHISE FEES	Decrease	11,372.22	Posted back Dec payment				
	101-44000-44122	MOBILE HOME PARK LICENSES	Decrease	600.00					
	101-44000-44130	DOG PARK LICENSES	Decrease	189.00					
	101-44000-44131	DOG LICENSES	Decrease	767.61					
	101-44000-44300	BUILDING PERMITS	Increase	(11,531.00)	\$ 285,000.00	to 2026 budget			
	101-44000-44900	OTHER LICENSES AND PERMITS	Increase	(400.25)	\$ 3,025.00	to 2026 budget			
	101-45000-45100	COURT PENALTIES	Increase	(50,717.76)	\$ 8,008.00	to 2026 budget			
	101-45000-45105	DOG PENALTIES	Decrease	25.00					
	101-46000-46100	LICENSE PUBLICATION FEES	Increase	(110.00)					
	101-46000-46105	CHARGES FOR SERVICES	Decrease	4,673.00					
	101-46000-46220	FIRE AND RESCUE SERVICE FEES	Increase	(62,090.46)					
	101-46000-46221	FIRE INSPECTION FEES	Decrease	23,850.00					
	101-46000-46222	BURN PERMITS	Increase	(120.00)					
	101-46000-46290	FIRE AND RESCUE ALLOWANCE	Increase	(32,891.31)					
	101-46000-46310	PUBLIC WORKS SERVICE FEES	Increase	(2,212.07)					
	101-46000-46431	LANDFILL PERMITS	Decrease	150.00					
	101-46000-46440	WEED CUTTING FEES	Decrease	10.15					
	101-46000-46445	POND MAINTENANCE FEES	Decrease	1,320.00					
	101-46000-46742	AUDITORIUM RENTAL	Decrease	250.00					
	101-46000-46743	FIELD RENTAL	Decrease	2,300.00					
	101-46000-46851	DEVELOPER FILING FEES	Decrease	1,600.00					
	101-46000-46852	DEVELOPER FEES	Increase	(104,230.16)					
	101-48000-48110	INTEREST INCOME	Increase	(23,126.36)	\$ 90,000.00	to 2026 budget			
	101-48000-48111	UNREALIZED GAIN/LOSS IN INVESTMENTS	Increase	(28,827.58)					
	101-48000-48115	PENALTIES AND INTEREST INCOME	Increase	(550.25)					
	101-48000-48200	RENTAL INCOME	Increase	(4.12)	\$ 8,400.00	to 2026 budget			
	101-48000-48306	SELL OF VILLAGE PROPERTY	Increase	(2.00)	\$ 19,950.00	to 2026 budget			
	101-48000-48307	SALE OF RECYCLABLES	Decrease	604.45					
	101-48000-48500	DONATIONS - OTHER	Decrease	2,000.00					
	101-48000-48510	DONATIONS - PARADE	Increase	(3,250.00)					
	101-48000-48900	MISCELLANEOUS REVENUE	Increase	(50.14)	\$ 5,694.00	to 2026 budget			
	101-49000-49200	TRANSFER FROM OTHER FUNDS	Increase	(80,670.62)				TID #10	
	101-51110-50101	SALARIES	Increase	(180.60)					
	101-51110-50201	FICA	Increase	(13.82)					
	101-51110-50301	OFFICE SUPPLIES	Decrease	30.00					
	101-51110-50701	CONFERENCES & TRAINING	Increase	(159.00)					
	101-51120-50101	SALARIES	Increase	(90.30)					
	101-51120-50201	FICA	Increase	(6.92)					
	101-51130-50309	OTHER SUPPLIES AND EXPENSE	Decrease	150.00					
	101-51210-50101	SALARIES	Decrease	492.75					
	101-51210-50201	FICA	Decrease	44.47					
	101-51210-50202	RETIREMENT	Increase	(16.47)					
	101-51210-50203	HEALTH INSURANCE	Increase	(20.98)					
	101-51210-50204	DENTAL INSURANCE	Increase	(0.53)					
	101-51210-50205	LIFE INSURANCE	Increase	(27.47)					
	101-51210-50301	OFFICE SUPPLIES	Decrease	141.61					
	101-51210-50309	OTHER SUPPLIES AND EXPENSE	Decrease	202.01					
	101-51210-50701	CONFERENCES & TRAINING	Decrease	1,481.51					
	101-51410-50101	SALARIES	Decrease	792.17					
	101-51410-50102	WAGES	Increase	(223.84)					
	101-51410-50104	OVERTIME	Decrease	1,500.00					
	101-51410-50201	FICA	Decrease	227.09					
	101-51410-50202	RETIREMENT	Decrease	1,050.10					

101-51410-50303	HEALTH INSURANCE	Decrease	8,196.36			
101-51410-50204	DENTAL INSURANCE	Decrease	479.26			
101-51410-50205	LIFE INSURANCE	Decrease	150.74			
101-51410-50206	POST RETIREMENT BENEFITS	Increase	(38.98)			
101-51410-50301	OFFICE SUPPLIES	Decrease	2,046.82			
101-51410-50302	COPIER	Decrease	157.88			
101-51410-50303	POSTAGE	Increase	(300.98)			
101-51410-50309	OTHER SUPPLIES AND EXPENSE	Decrease	2,525.49			
101-51410-50404	LEGAL	Increase	(4,569.50)			
101-51410-50405	COMPUTER AND WEBSITE	Decrease	20,208.56			
101-51410-50503	EQUIPMENT LEASE AND RENTAL	Increase	(9,459.61)			
101-51410-50701	CONFERENCES & TRAINING	Decrease	10,524.41	No BS& A conference		
101-51410-50702	TRAVEL	Decrease	1,500.00			
101-51410-50805	ADMINISTRATIVE CHARGE	Increase	(1,817.70)			
101-51410-50902	EQUIPMENT CAPITAL OUTLAY	Decrease	400.00			
101-51420-50101	SALARIES	Decrease	223.40			
101-51420-50201	FICA	Decrease	16.87			
101-51420-50202	RETIREMENT	Decrease	8.53			
101-51420-50203	HEALTH INSURANCE	Decrease	1,416.19			
101-51420-50204	DENTAL INSURANCE	Decrease	171.85			
101-51420-50205	LIFE INSURANCE	Decrease	86.60			
101-51420-50206	POST RETIREMENT BENEFITS	Decrease	291.00			
101-51420-50301	OFFICE SUPPLIES	Decrease	40.05			
101-51420-50309	OTHER SUPPLIES AND EXPENSE	Decrease	5.02			
101-51420-50701	CONFERENCES & TRAINING	Decrease	1,257.00			
101-51420-50702	TRAVEL	Decrease	125.17			
101-51420-50902	EQUIPMENT CAPITAL OUTLAY	Decrease	170.01			
101-51421-50305	PRINTING AND PUBLISHING	Increase	(55.94)			
101-51430-50101	SALARIES	Decrease	157.31			
101-51430-50201	FICA	Decrease	11.99			
101-51430-50303	POSTAGE	Decrease	945.00			
101-51430-50309	OTHER SUPPLIES AND EXPENSE	Decrease	61.78			
101-51430-50902	EQUIPMENT CAPITAL OUTLAY	Increase	(676.62)			
101-51510-50301	OFFICE SUPPLIES	Increase	(1,468.66)			
101-51520-50101	SALARIES	Decrease	400.00			
101-51520-50201	FICA	Decrease	31.00			
101-51520-50309	OTHER SUPPLIES AND EXPENSE	Decrease	100.00			
101-51520-50404	LEGAL	Decrease	44.00			
101-51520-50701	CONFERENCES & TRAINING	Decrease	60.00			
101-51610-50309	OTHER SUPPLIES AND EXPENSE	Decrease	948.42			
101-51610-50409	OTHER CONTRACTED SERVICES	Decrease	100.00			
101-51610-50501	BUILDINGS AND GROUNDS	Increase	(6,287.73)			
101-51610-50602	ELECTRICITY	Decrease	2,543.96			
101-51610-50603	GAS	Decrease	1,058.34			
101-51610-50604	TELEPHONE	Increase	(3,746.12)			
101-51610-50606	WATER AND SEWER	Decrease	1,204.72			
101-51910-50304	MEMBERSHIPS	Decrease	4,190.50			
101-51910-50305	PRINTING AND PUBLISHING	Decrease	531.12			
101-51910-50401	AUDITING AND ACCOUNTING	Decrease	18.24			
101-51910-50402	CONSULTING AND FINANCIAL ADVISOR	Increase	(35,666.64)			
101-51910-50403	ENGINEERING AND INSPECTION	Increase	(61,406.49)			
101-51910-50404	LEGAL	Increase	(19,171.06)			
101-51910-50409	OTHER CONTRACTED SERVICES	Increase	(69,392.78)			
101-51910-50803	COLLECTION EXPENSE	Increase	(8,733.26)			
101-51910-50804	UNCOLLECTIBLE ACCOUNTS	Increase	(90.00)			
101-51910-50808	PRIOR YEAR EXPENSES	Decrease	12,378.50			
101-51910-50809	OTHER MISCELLANEOUS EXPENSES	Decrease	138,834.93	Paris payment on hold		
101-51910-50811	LIABILITY INSURANCE	Decrease	42,763.23	Audit & dividend refund		
101-51911-50404	LEGAL	Decrease	500.00			
101-51913-50809	OTHER MISCELLANEOUS EXPENSES	Decrease	16.84			
101-52100-50406	LAW ENFORCEMENT	Increase	(19,800.57)	Overtime		
101-52210-50101	SALARIES	Decrease	69,625.93			
101-52210-50103	PART-TIME	Decrease	18,350.00			
101-52210-50104	OVERTIME	Increase	(8,901.55)			
101-52210-50107	OFFICERS	Decrease	145.63			
101-52210-50108	PAID ON CALL	Increase	(8,018.95)			
101-52210-50109	PAID ON PREMISES	Decrease	18,184.53			
101-52210-50201	FICA	Decrease	7,785.59			
101-52210-50202	RETIREMENT	Decrease	17,923.99			
101-52210-50203	HEALTH INSURANCE	Decrease	17,374.60			
101-52210-50204	DENTAL INSURANCE	Decrease	1,342.70			
101-52210-50205	LIFE INSURANCE	Decrease	645.39			
101-52210-50206	POST RETIREMENT BENEFITS	Decrease	856.25			
101-52210-50207	UNEMPLOYMENT	Increase	(84.37)			
101-52210-50302	COPIER	Decrease	190.74			
101-52210-50303	POSTAGE	Decrease	58.47			
101-52210-50306	MEDICAL SUPPLIES	Increase	(2,489.98)			
101-52210-50307	GEAR AND CLOTHING	Increase	(942.50)			
101-52210-50309	OTHER SUPPLIES AND EXPENSE	Increase	(870.46)			
101-52210-50405	COMPUTER AND WEBSITE	Decrease	10,649.69			
101-52210-50502	EQUIPMENT MAINTENANCE	Decrease	706.19			
101-52210-50503	EQUIPMENT LEASE AND RENTAL	Decrease	96.77			
101-52210-50504	VEHICLE MAINTENANCE	Increase	(10,552.76)			
101-52210-50601	FUEL - GASOLINE AND DIESEL	Decrease	2,601.66			
101-52210-50602	ELECTRICITY	Decrease	3,585.54			
101-52210-50603	GAS	Decrease	3,593.07			
101-52210-50604	TELEPHONE	Decrease	1,775.30			
101-52210-50606	WATER AND SEWER	Decrease	45.67			
101-52210-50701	CONFERENCES & TRAINING	Decrease	13,778.19			

101-5210-50103	FIRE PREVENTION	Decrease	1,118.12			
101-52210-50809	OTHER MISCELLANEOUS EXPENSES	Decrease	587.71			
101-52210-50902	EQUIPMENT CAPITAL OUTLAY	Increase	(731.36)			
101-52220-50701	CONFERENCES & TRAINING	Decrease	300.00			
101-52400-50101	SALARIES	Increase	(290.76)			
101-52400-50102	WAGES	Increase	(29.25)			
101-52400-50201	FICA	Decrease	16.65			
101-52400-50202	RETIREMENT	Increase	(29.16)			
101-52400-50203	HEALTH INSURANCE	Decrease	114.80			
101-52400-50204	DENTAL INSURANCE	Decrease	6.76			
101-52400-50205	LIFE INSURANCE	Decrease	54.98			
101-52400-50206	POST RETIREMENT BENEFITS	Decrease	1,325.00			
101-52400-50309	OTHER SUPPLIES AND EXPENSE	Increase	(424.47)			
101-52400-50403	ENGINEERING AND INSPECTION	Decrease	1,680.07			
101-52400-50405	COMPUTER AND WEBSITE	Decrease	41.25			
101-52400-50504	VEHICLE MAINTENANCE	Decrease	119.29			
101-52400-50601	FUEL - GASOLINE AND DIESEL	Increase	(656.11)			
101-52400-50701	CONFERENCES & TRAINING	Increase	(1,268.27)			
101-52400-50702	TRAVEL	Decrease	2,100.00			
101-52400-50806	CODE ENFORCEMENT	Decrease	222.80			
101-53100-50101	SALARIES	Increase	(1,927.88)			
101-53100-50102	WAGES	Decrease	30,186.37			
101-53100-50104	OVERTIME	Increase	(2,730.06)			
101-53100-50105	SNOW REMOVAL	Increase	(10,313.66)			Snow fall on weekends
101-53100-50106	SEASONAL	Decrease	12,651.25			
101-53100-50201	FICA	Decrease	2,371.40			
101-53100-50202	RETIREMENT	Decrease	1,250.33			
101-53100-50203	HEALTH INSURANCE	Decrease	27,289.76			
101-53100-50204	DENTAL INSURANCE	Decrease	1,750.29			
101-53100-50205	LIFE INSURANCE	Decrease	133.90			
101-53100-50206	POST RETIREMENT BENEFITS	Decrease	6.80			
101-53100-50207	UNEMPLOYMENT	Increase	(172.77)			
101-53100-50309	OTHER SUPPLIES AND EXPENSE	Increase	(2,792.01)			
101-53100-50504	VEHICLE MAINTENANCE	Increase	(118.97)			
101-53100-50505	ROAD MAINTENANCE	Decrease	1,678.62			
101-53100-50601	FUEL - GASOLINE AND DIESEL	Increase	(336.08)			
101-53100-50602	ELECTRICITY	Decrease	1,578.08			
101-53100-50603	GAS	Decrease	1,951.77			
101-53100-50604	TELEPHONE	Increase	(401.66)			
101-53100-50606	WATER AND SEWER	Decrease	1,135.52			
101-53100-50607	STREET LIGHTS	Increase	(693.59)			
101-53100-50701	CONFERENCES & TRAINING	Increase	(935.87)			
101-53620-50102	WAGES	Decrease	635.73			
101-53620-50201	FICA	Decrease	54.30			
101-53620-50202	RETIREMENT	Decrease	56.07			
101-53620-50203	HEALTH INSURANCE	Decrease	986.32			
101-53620-50204	DENTAL INSURANCE	Decrease	59.16			
101-53620-50205	LIFE INSURANCE	Decrease	4.48			
101-53620-50301	OFFICE SUPPLIES	Decrease	1,000.00			
101-53620-50408	GARBAGE COLLECTION	Decrease	9,301.00			
101-53620-50608	RECYCLING AND TIPPING FEES	Decrease	13,517.50			
101-54100-50409	OTHER CONTRACTED SERVICES	Increase	(260.56)			
101-55200-50101	SALARIES	Decrease	500.00			
101-55200-50201	FICA	Decrease	38.00			
101-55200-50309	OTHER SUPPLIES AND EXPENSE	Decrease	673.49			
101-55300-50102	WAGES	Decrease	19.01			
101-55300-50106	SEASONAL	Decrease	1,500.00			
101-55300-50201	FICA	Decrease	125.21			
101-55300-50202	RETIREMENT	Decrease	30.04			
101-55300-50203	HEALTH INSURANCE	Decrease	995.45			
101-55300-50204	DENTAL INSURANCE	Decrease	59.20			
101-55300-50205	LIFE INSURANCE	Decrease	1.83			
101-56910-50101	SALARIES	Decrease	571.59			
101-56910-50102	WAGES	Decrease	2,480.00			
101-56910-50201	FICA	Decrease	233.70			
101-56910-50202	RETIREMENT	Decrease	550.48			
101-56910-50203	HEALTH INSURANCE	Decrease	3,604.81			
101-56910-50204	DENTAL INSURANCE	Decrease	214.80			
101-56910-50205	LIFE INSURANCE	Decrease	37.62			
101-56910-50305	PRINTING AND PUBLISHING	Decrease	52.53			
101-56910-50309	OTHER SUPPLIES AND EXPENSE	Decrease	30.00			
101-56910-50409	OTHER CONTRACTED SERVICES	Decrease	4,440.00			
101-56920-50102	WAGES	Decrease	400.00			
101-56920-50201	FICA	Decrease	31.00			
101-59100-50000	TRANSFER TO OTHER FUNDS	Increase	(514,756.72)	CIP Funds		
			(768,980.81)	\$	509,035.76	
					2026 BUDGET	

GENERAL FUND CATEGORIES WITH DEPARTMENT NUMBERS AND NAME

<u>General fund categories</u>	<u>Department number</u>	<u>Department name</u>	<u>Original Budget</u>	<u>Amended Budget</u>	<u>Change</u>
REVENUE					
	41000	TAXES	4,174,777.00	4,242,727.46	67,950.46
	43000	INTERGOVERNMENTAL	1,183,867.00	1,275,291.35	91,424.35
	44000	LICENSES & PERMITS	377,501.00	650,697.99	273,196.99
	45000	FINES & FORFEITURES	175,025.00	233,725.76	58,700.76
	46000	PUBLIC CHARGES FOR SERVICES	720,915.00	888,415.85	167,500.85
	47000	INTERGOVERNMENTAL CHARGES FOR SER	0.00	-	-
	48000 + 42000	MISCELLANEOUS REVENUES + SPECIAL ASS	138,600.00	315,325.14	176,725.14
	48000 - 48110	INVESTMENT INCOME	400,000.00	513,126.36	113,126.36
	49000	FINANCING SOURCES	0.00	80,670.62	80,670.62
		TOTAL REVENUES	\$ 7,170,685.00	\$ 8,199,980.53	\$ 1,029,295.53
EXPENSES					
<u>GENERAL GOVERNMENT</u>					
	51110	VILLAGE BOARD	54,602.00	54,925.42	323.42
	51120	TOWN BOARD	25,836.00	25,933.22	97.22
	51130	CIVIC COMMITTEE	10,000.00	9,850.00	(150.00)
	51210	MUNICIPAL COURT	98,938.00	96,641.10	(2,296.90)
	51410	VILLAGE/TOWN OFFICE	359,959.00	326,610.73	(33,348.27)
	51420	CLERK/TREASURER	112,869.00	109,057.31	(3,811.69)
	51421	LICENSE PUBLICATION FEES	800.00	855.94	55.94
	51430	ELECTIONS	17,725.00	17,225.54	(499.46)
	51510	ASSESSOR	60,500.00	61,968.66	1,468.66
	51520	BOARD OF REVIEW	1,091.00	456.00	(635.00)
	51610	VILLAGE/TOWN HALL	64,596.00	68,774.41	4,178.41
	51910	OTHER GENERAL GOVERNMENT	578,851.00	574,594.71	(4,256.29)
	51911	UNION	500.00	0.00	(500.00)
	51912	INTERGOVERNMENTAL AGREEMENTS	0.00	0.00	-
	51913	PAYMENTS FOR MUNICIPAL SERVICES	205,804.00	205,787.16	(16.84)
	51999	CONTINGENCY	0.00	0.00	-
	56920	BOARD OF APPEALS	431.00	-	(431.00)
			\$ 1,592,502.00	\$ 1,552,680.20	(39,821.80)
<u>PUBLIC SAFETY</u>					
	52100	LAW ENFORCEMENT	858,375.00	878,175.57	19,800.57
	52210	FIRE DEPARTMENT	3,011,788.00	2,853,358.20	(158,429.80)
	52220	FIRE COMMISSION	300.00	-	(300.00)
	52230	PUBLIC FIRE PROTECTION	217,077.00	217,077.00	-
	52300	AMBULANCE	0.00	-	-
	52400	BUILDING INSPECTION	124,441.00	121,457.42	(2,983.58)
	54100	ANIMAL CONTROL	10,862.00	11,122.56	260.56
			\$ 4,222,843.00	\$ 4,081,190.75	(141,652.25)
<u>PUBLIC WORKS</u>					
	53100	PUBLIC WORKS	620,818.00	559,256.46	(61,561.54)
<u>SOLID WASTE</u>					
	53620	SOLID WASTE	647,722.00	622,107.44	(25,614.56)
<u>LEISURE/RECREATION</u>					
	55200	PARKS	7,538.00	6,326.51	(1,211.49)
	55300	RECREATION	11,306.00	8,575.26	(2,730.74)
			\$ 18,844.00	\$ 14,901.77	\$ (3,942.23)
<u>PLANNING AND DEVELOPMENT</u>					
	56910	PLAN COMMISSION	67,956.00	55,740.47	(12,215.53)
<u>TRANSFERS OUT</u>					
	59100	TRANSFER OUT	-	514,756.72	514,756.72
		TOTAL EXPENDITURES	\$ 7,170,685.00	\$ 7,400,633.81	\$ 229,948.81
		Grand total Revenue/Expenses	\$ -	\$ 799,346.72	\$ 799,346.72
Footnotes:		Ending fund balance as on 12/31/24	\$ 6,652,952.91		
		Net Revenues & Expenditures	\$ 799,346.72		
		Ending fund balance as on 12/31/25	\$ 7,452,299.63		
		Use for 2026 budget	\$ (509,036.01)		
		ARPA-Committed	\$ (13,406.00)		
		ATC Restricted	\$ (97,547.00)		
		8 New PS Workers Payroll	\$ (84,500.00)		
		Revised unaudited fund balance	\$ 6,747,810.62		

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

MEETING DATE: March 24, 2026

TO: Village President Stoner and Board of Trustees

PREPARED BY: Kevin Poirier, Assistant Administrator

REVIEWED BY: Jim Hurley, Village Administrator

AGENDA ITEM: # 11 Action on request by Somers American Legion Post No 552, PO Box 31, Somers, WI 53171 (Owner); Arnold E. Gentz, PO Box 431, Somers, WI 53171 (Agent), requesting rezoning approval from I-1 Institutional Dist. & R-4 Urban Single-Family Residential Dist. to R-4 Urban Single-Family Residential Dist. & PUD Planned Unit Development Overlay Dist., on Tax Parcel #82-4-222-162-0275, located in the NW ¼ Section 16, T2 N, R22 E, Village of Somers. *(For information use only, the property is located 8229 12th Street)*

BACKGROUND:

Arnold Gentz filled an application for rezoning the former American Legion David Leet Post 552 from Institutional to Residential. Mr. Gentz's residence is on the parcel to the west. He intends to join the two and use the existing building as an accessory building.

That use requires a Plan Unit Development overlay to allow for the deviation from Section ZN 3.14(12) of the Village Ordinance that restricts the size of accessory building to 1,500 sq. ft. for lots sized between 20,000-39,999 square feet.

UPDATE:

Kenosha County Senior Land Use Planner Luke Godshall reviewed the application and recommended approval of the submitted rezoning application w/ PUD overlay that recognizes the requested zoning ordinance deviation from Section ZN 3.14(12) to allow one detached accessory building.

The petitioner is also proposing the following Deed Restrictions be placed on the new parcel:

- Restrict the use of the American Legion building to an accessory building.
- Prohibit the use of the combined parcel for business purposes except as permitted under an R-4 zoning district.
- Prohibit the combined parcel from being subdivided unless the American Legion building is razed or otherwise altered so that it complies with applicable Village of Somers zoning ordinances.

COMMENTS:

The Plan Commission recommended approval unanimously.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

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

“Motion to approve request for rezoning from I-1 Institutional Dist. & R-4 Urban Single-Family Residential District to R-4 Urban Single-Family Residential District & PUD Planned Unit Development Overlay Dist., on Tax Parcel #82-4-222-162-0275”

ATTACHMENTS:

Rezoning Application

Letter from the Petitioner dated January 28, 2026

Zoning Report dated Feb. 27, 2026



KENOSHA COUNTY

Shelly Billingsley, Director
Department of Public Works &
Development Services

Andy M. Buehler, Director
Division of Planning & Development

TO: Village of Somers Plan Commission
FROM: Luke Godshall, Senior Land Use Planner
APPLN DATE: 01-28-26
RPT DATE: 02-27-26
MTG DATE: 03-09-26
RE: Rezoning of Somers American Legion Post property

BACKGROUND:

1. Petitioner/Agent: Arnold E. Gentz
 2. Property Owner: Somers American Legion Post No. 552
 3. Location/Address: 8229 12th St
 4. Tax key Number(s): 82-4-222-162-0275
 5. Area: 0.846 acres
 6. Existing Zoning: I-1 Institutional Dist. & R-4 Urban Single-Family Residential Dist.
 7. Proposed Zoning: R-4 Urban Single-Family Residential Dist. & PUD Planned Unit Development Overlay District
-

OVERVIEW:

The Petitioner wishes to combine their residential parcel 82-4-222-162-0120 (8301 12th Street with the neighboring parcel 82-4-222-162-0275 containing the existing Somers American Legion Post building. Their intent is to retain the existing legion post building at its current size of 3,417.28 square feet to be utilized as a detached accessory structure. The legion parcel would be rezoned from I-1 Institutional to R-4 Urban Single-Family Residential to match the existing zoning of the Petitioner's neighboring residential parcel.

PLANNER COMMENTS:

The proposed combination of the existing two parcels would result in a total parcel size of 36,839 square feet (0.846 acre), according to a plat of survey provided by Mark R. Madsen of Nielsen, Madsen & Barber. Under the Village zoning ordinance regulations for detached accessory buildings, a parcel of this size would be limited to a maximum size detached accessory building of 1,500 square feet. The existing legion post building is sized 3,417.28 square feet according to the calculations provided by Nielsen, Madsen & Barber and would therefore not be allowed as a new accessory building under existing zoning code. The Petitioner would like for the Village to consider allowing the legion post building to remain at its current size and to be able to utilize it as an accessory building once combined with their neighboring residential parcel.

Staff had met with the Petitioner and their attorney in September 2025 to discuss their intentions for the site and the existing legion post building. After originally discussing requiring the legion post building to be physically reduced in size to conform to current ordinance regulations, the idea of pursuing a PUD zoning overlay was posed as a potential option to allow the existing building to remain at its existing size. Staff seemed to be more favorable to this option than requiring the building be partially demolished. The Petitioner and their attorney have also suggested placing certain deed restrictions on the property, as outlined in their application narrative.

The Petitioner shall be aware that the existing ground sign located on the legion property would need to be removed once rezoned to R-4, as that type of ground sign is not permitted in residential districts.

STAFF RECOMMENDATION:

Should the Plan Commission choose to recommend approval of the submitted application, staff would recommend the following:

1. That a motion to approve the submitted rezoning application w/ PUD overlay should recognize the requested zoning ordinance deviation from Section ZN 3.14(12) (lots sized between 20,000-39,999 sq. ft. may have one (1) detached accessory building of up to 1,500 sq. ft.), to allow one (1) detached accessory building of **3,417.28 sq. ft.**



VILLAGE OF SOMERS

Department of Planning and Development

RECEIVED

REZONING APPLICATION

JAN 28 2026

Kenosha County
Planning & Development

(a) Property Owner's Name:

Somers American Legion Post 552

Signature: *Owen L Davidson*

Print Name: Owen Davidson, Vice Commander

Signature: *James A Fonk*

Mailing Address: PO Box 31

City: Somers

State: WI Zip: 53171

Phone Number: (262)374-1544 Owen L. Davidson / (262)859-2047 James Fonk

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

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

Print Name: Arnold E. Gentz

Signature: *Arnold E Gentz*

Business Name:

Mailing Address: PO Box 431

City: Somers

State: WI Zip: 53171

Phone Number: (262)496-1655 E-mail (optional): eg070412@gmail.com

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

82-4-222-162-0275

Property Address of property to be rezoned:

8229 12th Street

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

Parcel to be rezoned to R-4 and joined with adjacent parcel 82-4-222-162-010 (8301 12th Street) and used as a SINGLE FAMILY Residence with Accessory Building.

SEE ATTACHED NARRATIVE.

REZONING APPLICATION

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

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

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

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

REZONING APPLICATION

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

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

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

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

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

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

Supervisory District Number: _____ County Board Supervisor: _____

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

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

(For other fees see the Fee Schedule)

Note: Agricultural Use Conversion Charge

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

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

* A survey of 8301 and 8229 12th Street is attached showing shared driveway and the location of the American Legion Building on 8229 12th Street and the residence on 8301 12th Street, and the GIS Map for each. A survey showing lot dimensions, building locations, and square footage to be provided.

**AMERICAN LEGION
DAVID LEET POST 552
SOMERS, WISCONSIN**
Post Office Box 31
Somers, Wisconsin 53171

January 28, 2026

HAND DELIVERED TO:

Village of Somers Plan Commission
Village Board of Trustees
c/o Mr. Luke Godshall
Kenosha County Public Works & Development Services
Division of Planning & Development
19600 75th Street, Suite 185-3
Bristol, Wisconsin 53104

Mr. Luke Godshall
Senior Land Use Planner
Kenosha County Public Works & Development Services
Division of Planning & Development
19600 75th Street, Suite 185-3
Bristol, Wisconsin 53104

RE: Rezoning of 8229 12th Street, Somers, Wisconsin with Planned Unit Development Overlay
To be Joined to 8301 12th Street, Somers, Wisconsin

Dear Ladies and Gentlemen:

Accompanying this letter is a Rezoning Application being submitted in triplicate original for 8229 12th Street, Somers, Wisconsin, with a Planned Unit Development Overlay and to be joined to 8301 12th Street, Somers, Wisconsin. Also enclosed is a check in the amount of \$1,450.00 payable to Kenosha County.


8229 12th Street is owned by the American Legion David Leet Post 552 of Somers, Wisconsin. The undersigned have been designated by the Executive Committee of Post 552 to sign documents necessary for the sale of the Post 552 Headquarters (8229 12th Street) to Arnold E. Gentz. The sale transaction between the Post 552 and Arnold E. Gentz requires the subject property to be rezoned from I-1 to R-4 and joined with Arnold Gentz' residence, 8301 12th Street. A copy of the Resolution

of the Executive Committee authorizing the undersigned to be signatories on documents associated with the sale transaction is attached.

Pursuant to the authority granted, Arnold E. Gentz (the prospective purchaser of 8229 12th Street) and his legal representatives are hereby authorized to submit the Rezoning Application and act on behalf of Post 552 in all matters associated.

Very truly yours,

Owen L. Davidson
Vice Commander



James Fonk
Chaplain

**RESOLUTION OF THE EXECUTIVE COMMITTEE
OF THE AMERICAN LEGION DAVID LEET POST 552
FOR SALE OF THE POST HEADQUARTERS BUILDING**

The undersigned, being all of the sitting members of the Executive Committee of the American Legion David Leet Post 552 of Somers, Wisconsin (the "Post") hereby adopt the following Resolution:

WHEREAS, the sale of 8229 12th Street, Somers, Wisconsin (the "Post Headquarters") to Arnold E. Gentz and Bonnie Gentz was approved at an Adjourned Special Meeting of the Members of the Post on December 9, 2025. A true and correct copy of the Resolutions of the Members authorizing such sale is attached as Exhibit A.

RESOLVED: Vice Commander Owen L. Davidson, and in his absence, Chaplain James A. Fonk, are hereby authorized and directed to sign documents necessary for the sale of the Post Headquarters as stated above. Such authority extends to the execution of a Deed and any other closing document required by a title company to issue title insurance or otherwise required by the Executive Committee or the Members of the Post to conclude the contemplated transaction.

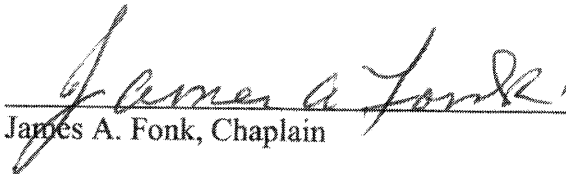
Dated this 12 day of December, 2025.



Arnold E. Gentz, Commander



Owen L. Davidson, Vice Commander



James A. Fonk, Chaplain

ARNOLD E. GENTZ
8301 12th Street
PO Box 431
Somers, Wisconsin 53171

January 28, 2026

TO: Members of the Village of Somers
Plan Commission and Village Board of Trustees

I am acting as the agent for the Somers American Legion Post 552 and as the intended purchaser of the American Legion property located at 8229 12th Street, Village of Somers. I ask that this Rezoning Application for 8229 12th Street be treated in addition as a petition for a Planned Unit Development Overlay District for 8229 12th Street and 8301 12th Street.

My homestead property is 8301 12th Street, immediately adjacent on the west of 8229 12th Street. Subject to approval of this Application I will acquire 8229 12th Street and join it to 8301 12th Street as one parcel, zoned R-4 Urban Single-Family Residence zoning. My intended use of 8229 12th Street is to convert the existing American Legion building to an accessory building. By combining the parcels, my home becomes the primary residence as a unified parcel zoned R-4. Following acquisition of 8229 12th Street, my intent is to convert the American Legion building to a combined garage, workshop, and storage space. The building footprint would not change.

This concept was discussed with the Village of Somers Work Group at a meeting on September 18, 2025. When the concept was discussed the reaction of the Group was favorable. The process has been delayed in meeting requirements involving the American Legion governing board and members. Permission to acquire this building has now been granted. I wish to proceed subject to your approval.

When I acquire 8229 12th Street and join it with 8301 12th Street, it would be done with deed restrictions as suggested by the Work Group. Those restrictions would be:

- Restrict the use of the American Legion building to an accessory building subject to my homestead. This would comply with the Village zoning ordinance.
- Prohibit the use of the combined parcel for business purposes except as permitted under an R-4 zoning district.

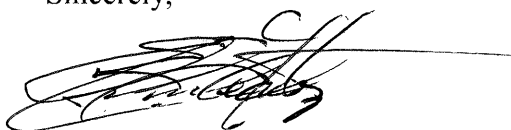
- Prohibit the combined parcel from being subdivided unless the American Legion building is razed or otherwise altered so that it complies with applicable Village of Somers zoning ordinances.

This proposed plan creates benefits both for the current owner and any future owner of 8301 12th Street as well as the Village of Somers. These benefits include:

- Creating a unified parcel that conforms to existing zoning.
- It would place 8229 12th Street on the Village of Somers tax roll. It currently is exempt.
- It creates a better access point for both 8229 12th Street and 8301 12th Street than does the existing shared driveway now serving both parcels. The current and future owners of 8301 12th Street would have a right of access to the residence not subject to the cooperation or ownership of 8229 12th Street.
- Currently 8229 12th Street is non-conforming under its existing I-1 zoning district. That non-conforming status would be eliminated and not permit commercial establishments that would otherwise be permitted under an I-1 zoning district.
- Prohibiting the subdivision of the combined parcels unless the American Legion building was either razed or altered so as to conform to any future subdivided use zoning requirements.
- The current and any future owner of 8301 12th Street access will not be dependent upon consent or cooperation of the owner of 8229 12th Street.

For the reasons set forth above, I respectfully request that this application for rezoning of 8229 12th Street, and the combination of this property with 8301 12th Street as a Planned Unit Development Overlay District be approved.

Sincerely,

A handwritten signature in black ink, appearing to read 'Arnold E. Gentz', with a long horizontal line extending to the right.

Arnold E. Gentz

Arnie

Gentz Property

KENOSHA COUNTY
INTERACTIVE MAPPING

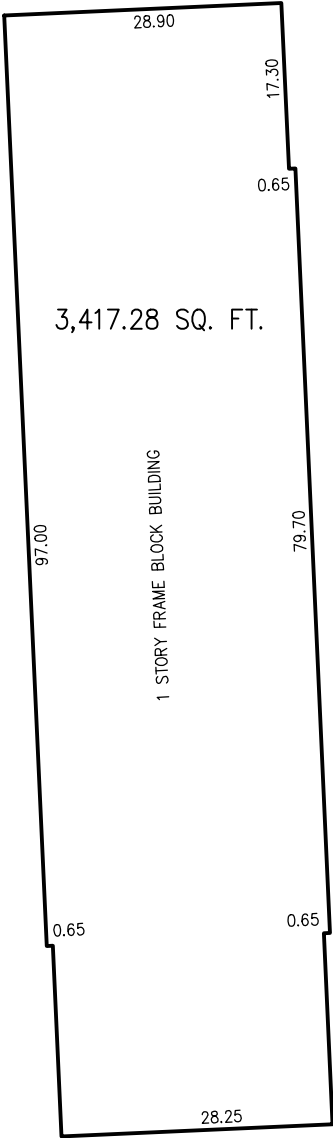
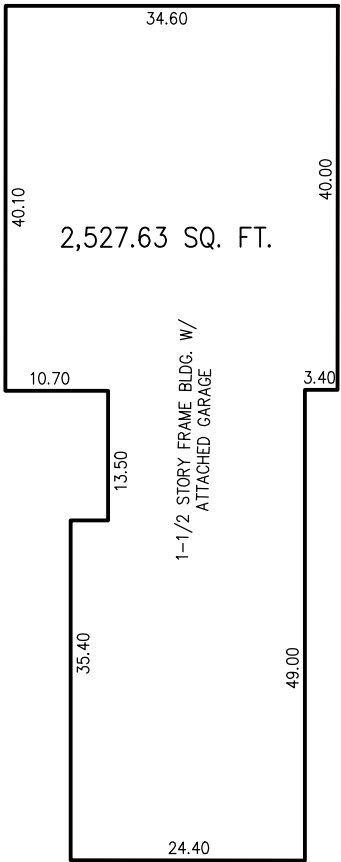
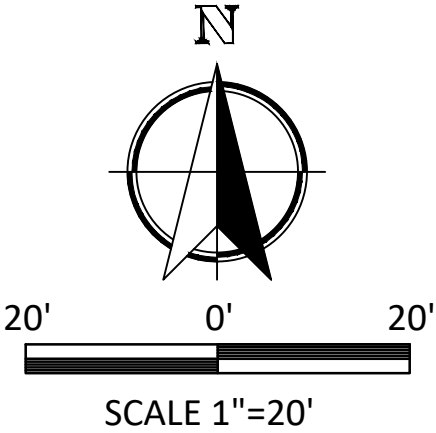


1:711
1" = 59'

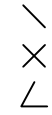
DISCLAIMER This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes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

Date Printed: 7/15/2025

BUILDING DETAIL



Monday, February 16, 2026 4:05:04 PM



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

SCALE 1" = 20'
SHEET 1 OF 1 SHEETS
JOB NO. 2026.0015.01

SOMERS FIRE & RESCUE



CHIEF
Benjamin Andersen

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

Request for approval to order CIP Item

In this year's approved CIP Budget, the fire department was approved for \$50,000 of extrication equipment. Below you will find a quote for \$49,836.00 for a new complete set of Holmatro Battery powered extrication tools. There is only 1 quote because a few years ago we got quotes and evaluated several brand extrication tools and went with Holmatro and we want to stay with 1 brand across all vehicles, so the batteries are interchangeable. Also, Holmatro only has one vendor per area so we can only order from Jefferson Fire & Safety for these tools. This set of battery tools will replace our last old set of tools that require hoses and a hydraulic pump to use so now all of our extrication equipment for cutting victims out of cars will be battery operated which makes our jobs easier.

When we did our previous evaluation of multiple battery powered tools Holmatro gave us the best product for the money. There were many tools that worked as well but were more expensive and there was one brand that was less expensive but did not function nearly as well and when it comes to life saving equipment we need to know the equipment will work when we need it.

Quote Attached Below

Respectfully submitted
Somers Fire Chief Benjamin Andersen
Bandersen@somers.org
Cell 262-620-0637



Jefferson Fire and Safety, Inc.
 7620 Donna Drive
 Middleton, WI, 53562
 Phone: 608-836-0068
 Web: www.jeffersonfire.com

Quote

Order No: 247488
Order Date: 3/4/2026
Due Date: 3/4/2026
Salesperson: Shane Conant
Customer ID: 03468

BILL TO:	SHIP TO:
Village of Somers Fire & Rescue Department P.O. Box 197 Somers WI 53171	Village of Somers Fire & Rescue Department 7511 12th Street Somers WI 53171

CUSTOMER P.O. NO.	TERMS	CONTACT
	Net 20 Days	

FOB POINT	SHIPPING TERMS	SHIP VIA
		UPS

ITEM	ITEM DESCRIPTION	QTY.	UNIT PRICE	EXT PRICE
HOL 159.000.224	Holmatro PCU50 Cutter Next Gen	1.00	12,740.00	12,740.00
HOL 159.000.226	Holmatro PSP40 Spreader Next Gen	1.00	13,137.00	13,137.00
HOL 159.000.227	Holmatro PTR50 Telescopic Ram Next Gen	1.00	10,804.00	10,804.00
HOL 151.001.902	Holmatro TRE05 Pentheon Extension Pipe	1.00	968.00	968.00
HOL 151.000.742	Holmatro PBCH2 Battery Charger, 115 VAC	3.00	567.00	1,701.00
HOL 151.000.499	Holmatro POTC1 On Tool Charging Cord	3.00	102.00	306.00
HOL 151.000.503	Holmatro DCPC1 Pentheon Daisy Chain Power Cord	2.00	15.00	30.00
HOL 151.004.490	Holmatro Battery PBPA288 (IP68)	6.00	825.00	4,950.00
HOL 150.182.044	Holmatro Tool Station Tarp	1.00	0.00	0.00
PHT AC-217	Power Hawk 17" Auto Crib-It (Pair)	4.00	1,300.00	5,200.00

Signature _____

Date _____

Where applicable, freight and/or tariff surcharge will be added to the invoice. All returns must be received within 30 days of delivery and may be subject to a 25% restocking fee. Custom orders cannot be returned. Visit our website for complete details: www.jeffersonfire.com

*** Credit card payments will incur a 3% processing fee ***

	Sales Total:	49,836.00
	Freight:	0.00
	Tax Total:	0.00
	Total (USD):	49,836.00



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

MEETING DATE: March 24, 2026

TO: Village President Stoner and Village Trustees

PREPARED BY: Jim Hurley, Village Administrator

REVIEWED BY: Kevin Poirier, Assistant Administrator

AGENDA ITEM: #13 Third Amendment to the Development Agreement with Archives and Armory Pritzker Military Museum & Library Archival Center, Wisconsin LLC

BACKGROUND:

On February 12, 2020, the Village and Developer entered into that certain Development Agreement for the Pritzker Military Museum & Library Archival Center.

Per the agreement, the Developer agreed to loan the Village for sanitary and water improvements to the site, and then the Village will repay the Developer (Tawani) by 2031.

The special assessment includes the Developer's property. Per Sec. IV(a)(3), the Village shall collect special assessment from the owner if the owner utilizes the sanitary improvements and subdivides the property within 40 years of the Agreement. After it's paid in full and collected by the Village, then the amount shall be repaid to the Developer within 30 days.

Sec. IV (b)(3) includes the same terms for water improvements.

REQUEST:

The Developer is planning to subdivide the property due to a change in ownership of Mission 94. Prior to subdividing the property, the special assessment must be paid in full. The total amount is \$1,650,803.78.

Rather than pay to the Village to then pay the Owner, the Developer is proposing that Mission 94 directly pay the full amount to Tawani.

The proposed amendment was reviewed and recommended for approval by the Village's legal counsel.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

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

“Motion to approve the third amendment to the development agreement with Archives and Armory Pritzker Military Museum & Library Archival Center, Wisconsin LLC”

ATTACHMENTS:

Proposed Third Amendment to the Development Agreement with Archives and Armory Pritzker Military Museum & Library Archival Center, Wisconsin LLC

**THIRD AMENDMENT TO
DEVELOPMENT AGREEMENT BETWEEN THE
VILLAGE OF SOMERS AND ARCHIVES AND ARMORY PMML WISCONSIN LLC
FOR “PRITZKER MILITARY MUSEUM & LIBRARY ARCHIVAL CENTER”
A PROPOSED DEVELOPMENT BEING A PART OF
SECTION 18, TOWN 2 NORTH, RANGE 22 EAST**

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (this “Third Amendment”) is made and entered into as of the ____ day of March, 2026, by and between the Village of Somers, Kenosha County, Wisconsin, the Village of Somers Utility District (“District”) and the Village of Somers Water Utility (“Utility”) (the Village of Somers, the District and the Utility are hereinafter collectively referred to as the “Village”), and Archives and Armory PMML Wisconsin LLC, a Wisconsin limited liability company organized and existing under the laws of the State of Wisconsin (“Developer”).

WITNESSETH

WHEREAS, on February 12, 2020, the Village and Developer entered into that certain Development Agreement for “Pritzker Military Museum & Library Archival Center” (the “Development Agreement”) relating to the real property more particularly described on **Exhibit A** attached hereto and made a part hereof, which was recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on February 14, 2020, as Document No. 1861123;

WHEREAS, on April 9, 2021, the Village and Developer entered into a First Amendment to Development Agreement (the “First Amendment”), which was recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on July 30, 2021, as Document No. 1906207;

WHEREAS, on November 4, 2022, the Village and Developer entered into a Second Amendment to Development Agreement (the “Second Amendment”), which was recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on February 8, 2023, as Document No. 1942761;

WHEREAS, the Development Agreement, as amended by the First Amendment and the Second Amendment, is referred to herein collectively as the “Agreement;”

WHEREAS, Developer paid the costs of certain sanitary sewer and municipal water improvements benefitting, among other properties, the real property described in the Agreement, and is entitled to reimbursement of such costs pursuant to Sections IV.A and IV.B of the Agreement, including by way of recapture from benefitted properties, up to the maximum amounts set forth therein;

WHEREAS, in connection with such sanitary sewer and municipal water improvements, the Village has imposed a special assessment in the total amount of One Million Six Hundred Fifty Thousand Eight Hundred Three and 78/100 Dollars (\$1,650,803.78) (the “Special Assessment”) against that certain real property more particularly described in **Exhibit B** attached hereto and made a part hereof (the “Developer Parcel”), which includes the portion of the Developer Parcel that Developer is under contract to sell to Mission94 Firearms Education Center LLC (“Mission94”), as more particularly described on **Exhibit C** attached hereto and made a part hereof (the “Mission94 Parcel”). The Special Assessment consists of One Million Two Hundred Twenty-Four Thousand Eight Hundred Seventy-Eight and 78/100 Dollars (\$1,224,878.78) for sanitary sewer extension and Four Hundred Twenty-Five Thousand Nine Hundred Twenty-Five and 00/100 Dollars (\$425,925.00) for water extension;

WHEREAS, as of the date of this Third Amendment, after giving effect to all reimbursements and credits previously made by the Village to Developer under the Agreement, the Village remains obligated

to Developer in the aggregate amount of Ten Million Eight Hundred Sixty-Two Thousand Nine Hundred Seventy-Two and 82/100 Dollars (\$10,862,972.82) (the “Outstanding Reimbursement Balance”);

WHEREAS, in lieu of Developer paying the Special Assessment in cash at closing on the sale of the Mission94 Parcel and thereafter seeking reimbursement from the Village in the ordinary course under Sections IV.A.(3) and IV.B.(3) of the Agreement, Developer and the Village desire to provide for an immediate offset of the Special Assessment against the Outstanding Reimbursement Balance, with the effect that: (i) the Special Assessment is deemed paid and satisfied in full as to the Developer Parcel, including, without limitation, the Mission94 Parcel, and (ii) the Outstanding Reimbursement Balance is reduced by a dollar amount equal to the Special Assessment; and

WHEREAS, the parties now desire to amend the Agreement to memorialize such offset and related agreements, all as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and Developer agree as follows:

1. **Definitions; Recitals.** Any capitalized term used in this Third Amendment and not otherwise defined herein shall have the meaning ascribed to said term in the Agreement unless the context otherwise requires. The recitals set forth above are true and correct and are hereby incorporated into and made a part of this Third Amendment as substantive provisions.

2. **Special Assessment Offset Against Outstanding Reimbursement Balance.**

a. **Agreement to Offset.** Pursuant to, and as a modification of, Sections IV.A and IV.B of the Agreement, the Village and Developer hereby agree that, effective as of the date of this Third Amendment, the full amount of the Special Assessment, totaling \$1,650,803.78, allocated as \$1,224,878.78 for sanitary sewer extension and \$425,925.00 for water extension, is hereby applied as an offset and credit against the Outstanding Reimbursement Balance owed by the Village to Developer under the Agreement.

b. **Reduction of Outstanding Reimbursement Balance.** As a result of the application of such offset and credit, the Outstanding Reimbursement Balance shall be, and hereby is, reduced by One Million Six Hundred Fifty Thousand Eight Hundred Three and 78/100 Dollars (\$1,650,803.78), resulting in a new Outstanding Reimbursement Balance owed by the Village to Developer under the Agreement of Nine Million Two Hundred Twelve Thousand One Hundred Seventy-Two and 04/100 Dollars (\$9,212,172.04). The parties acknowledge and agree that such reduced amount shall hereafter be used for all purposes under the Agreement, including, without limitation, the calculation of any future recapture and/or residual reimbursement obligations of the Village to Developer.

c. **Application as Reimbursement Under Sections IV.A and IV.B.** The parties acknowledge and agree that the offset described in this Section 2 constitutes a reimbursement and payment to Developer under Sections IV.A and IV.B of the Agreement, in lieu of the Village collecting the Special Assessment from Developer, as owner of the Developer Parcel, and then remitting to Developer its recapture share under Sections IV.A.(3) and IV.B.(3) of the Agreement. For all purposes under the Agreement, the amount of the Special Assessment offset shall be deemed to have been paid to Developer as recapture reimbursements.

d. **Satisfaction of Special Assessment as to Developer Parcel.** The Village acknowledges and agrees that, by virtue of the offset described in this Section 2:

(i) The Special Assessment is, and shall be deemed to be, paid in full and satisfied with respect to the Developer Parcel, including, without limitation, the Mission94 Parcel;

(ii) The Village shall not require payment of the Special Assessment, or any portion thereof, from Developer or from Mission94 (or its successors or assigns) as a condition to closing the conveyance of the Mission94 Parcel or thereafter; and

(iii) The Village shall, upon written request of Developer or Mission94, execute and record, at Developer's or Mission94's expense, any reasonable documentation customarily used in Kenosha County, Wisconsin to evidence the satisfaction of the Special Assessment, including, without limitation, any partial release, satisfaction or similar instrument, to the extent necessary to reflect of record that the Special Assessment has been paid and satisfied as to the Developer Parcel, including, without limitation, the Mission94 Parcel.

e. No Waiver of Assessment as to Other Property. The parties acknowledge and agree that the satisfaction of the Special Assessment as to the Developer Parcel as provided herein shall not be construed as a waiver, release, reduction or satisfaction of any other special assessment, charge or lien that may be validly imposed in accordance with applicable law against any other benefitted property, except to the extent such assessment is directly and specifically the Special Assessment applied to the Developer Parcel, including, without limitation, the Mission94 Parcel, and expressly offset pursuant to this Third Amendment.

3. No Modification of Other Rights and Obligations. Except as expressly set forth in this Third Amendment: (a) the Agreement shall remain in full force and effect, unchanged and unmodified, and is hereby ratified and confirmed in all respects; and (b) nothing in this Third Amendment shall be construed to modify, limit, waive or impair any other rights, remedies, obligations or covenants of the Village or Developer under the Agreement, including, without limitation, Developer's rights to receive (and the Village's obligation to pay) future recapture and/or residual reimbursement amounts under the Agreement.

4. Miscellaneous.

a. Conflict. In the event of any conflict or inconsistency between the terms and provisions of this Third Amendment and the terms and provisions of the Agreement, the terms and provisions of this Third Amendment shall control. In all other respects, the Agreement shall remain in full force and effect.

b. Integration. This Third Amendment, together with the Agreement and all other amendments thereto, embodies the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements or understandings related hereto.

c. Recordation. This Third Amendment shall be recorded in the office of the Register of Deeds for Kenosha County, Wisconsin.

d. Choice of Law; Venue. This Third Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Wisconsin. The parties reaffirm that any legal action arising out of or relating to the Agreement, as amended hereby, shall be brought exclusively in the Circuit Court for Kenosha County, Wisconsin, and each party consents to such venue and the court's personal jurisdiction.

e. Further Assurances. The parties agree to execute and deliver such additional documents, and to take such further actions, as may be reasonably necessary or desirable to carry out the

intent and purposes of this Third Amendment, including, without limitation, documentation evidencing of record the satisfaction of the Special Assessment as to the Developer Parcel and the adjustment to the Outstanding Reimbursement Balance.

f. Counterparts; Electronic Signatures. This Third Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures delivered by facsimile, .pdf or other electronic means shall be deemed original signatures for all purposes.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Third Amendment effective as of the date first set forth above.

VILLAGE OF SOMERS

By: _____
Name: _____
Title: President

Attest: _____
Name: _____
Title: Clerk/Treasurer

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this ___ day of March, 2026, the above-named _____, President, and _____, Clerk/Treasurer of the Village of Somers, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

[signatures continue on next page]

DEVELOPER

**ARCHIVES AND ARMORY PMML
WISCONSIN LLC**, a Wisconsin limited liability
company

By: _____
Name: Scott D. English
Title: President & CEO

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this ____ day of March, 2026, the above-named Scott D. English, President & CEO of Archives and Armory PMML Wisconsin LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

EXHIBIT A

Legal Description of Properties Encumbered by the Agreement

Lot 1 of Certified Survey Map No. 2957 recorded with the Kenosha County Register of Deeds Office on November 2, 2020, as Document Number 1882107, being a part of the NW 1/4, NE 1/4, SW 1/4, SE 1/4 of the NW 1/4 and the NW 1/4, NE 1/4, SW 1/4, SE 1/4 of the NE 1/4 of Section 18 and the NW 1/4 of the NW 1/4 and the SW 1/4 of the NW 1/4 of Section 17, Town 2 North, Range 22 East, Village of Somers, Kenosha County, State of Wisconsin.

Tax Key Nos. 82-4-222-181-0201, 82-4-222-172-0206 and 82-4-222-172-0405

81.92 Acres of land from and off the South side of Northwest fractional quarter of Section 18, Town 2 North, Range 22 East of the Fourth Principal Meridian, to be taken off by a line parallel with the South line of said quarter section, lying and being in the Village of Somers, Kenosha County, Wisconsin, excepting therefrom those Lands conveyed in deed dated February 5, 1937 and recorded in the office of the register of deeds for Kenosha County, Wisconsin on June 30, 1937 in volume 198 of deeds, page 365, as document No. 227294 further accepting therefrom those lands conveyed in warranty deed dated July 30, 1957 and recorded in said register's office on August 16, 1957 in volume 462 of records, page 410, as document No. 386558. ALSO EXCEPTING THEREFROM lands conveyed to the Wisconsin Department of Transportation, in Trustees deed recorded on September 3, 2008, as Document No. 1567020. ALSO EXCEPTING THEREFROM, a parcel of land lying East of the East line of relocated East Frontage Road.

Tax Key No. 82-4-222-182-0202

EXHIBIT B

Legal Description of the Developer Parcel

Lot One (1) of CERTIFIED SURVEY MAP NO. 2957 recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin on November 02, 2020, as Document No. 1882107, Said Certified Survey Map being a part of the Northwest 1/4, Northeast 1/4, Southwest 1/4, Southeast 1/4 of the Northwest 1/4 and the Northwest 1/4, Northeast 1/4, Southwest 1/4, Southeast 1/4 of the Northeast 1/4 of Section 18, and the Northwest 1/4 of the Northwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 17, Township 2 North, Range 22 East of the Fourth Principal Meridian, in the Village of Somers, Kenosha County, Wisconsin

LESS AND EXCEPT the following described property:

Beginning at the Northwest corner of the Northwest Quarter of said Section 17; thence North 89 degrees 29 minutes 31 seconds East along the North line of said Northwest Quarter 753.84 feet; thence South 01 degree 13 minutes 00 seconds East 1105.52 feet; thence North 89 degrees 29 minutes 35 seconds East, 574.55 feet to the East line of the West Half of the Northwest Quarter of said Section 17; thence South 01 degree 05 minutes 04 seconds East, along said East line 673.01 feet; thence South 89 degrees 25 minutes 22 seconds West, 1,328.39 feet; thence North 01 degree 05 minutes 04 seconds West, 1,778.53 feet to the Northwest corner of the Northwest Quarter of said Section 17, and the point of beginning, in Kenosha County, Wisconsin.

Tax Key No.: 82-4-222-181-0201

EXHIBIT C

Legal Description of the Mission94 Parcel

Part of Lot 1 of CSM #2957, located in the Northwest Quarter of Section 18, Town 2 North, Range 22 East of the Fourth Principal Meridian, part of the Village of Somers, Kenosha County, Wisconsin, and described as follows: Beginning at the Southeast corner of the Northwest Quarter of said Section 18; thence South 87 degrees 49 minutes 21 seconds West along the South line of said Northwest Quarter for 1,815.36 feet to the East line of Interstate Highway 94 per Document 1544082 recorded with the Kenosha County Register of Deeds; thence North 00 degrees 56 minutes 38 seconds West along said East right of way line for 389.28 feet; thence North 08 degrees 22 minutes 00 seconds East along said East right of way line for 96.18 feet; thence North 88 degrees 55 minutes 07 seconds East for 407.39 feet; thence South 85 degrees 53 minutes 15 seconds East for 408.37 feet; thence South 82 degrees 34 minutes 34 seconds East for 349.40 feet; thence South 76 degrees 36 minutes 20 seconds East for 330.77 feet; thence South 70 degrees 33 minutes 25 seconds East for 340.60 feet to the East line of said Northwest Quarter; thence South 00 degrees 52 minutes 05 seconds East along said East line for 158.68 feet to the Southeast corner of said Northwest Quarter, and the Point of Beginning, in Kenosha County, Wisconsin.

Tax Key No.: Part of 82-4-222-181-0201



**VILLAGE OF SOMERS
VILLAGE BOARD
ITEM MEMORANDUM**

WORK SESSION: March 24, 2026

TO: Village President Stoner and Board of Trustees

PREPARED BY: Wendy Burnette, Clerk-Treasurer

AGENDA ITEM: #14 Discuss and possible action on Kristen Edwards's request for a hearing for the Board to reconsider Operators License

BACKGROUND:

Kristen Edwards operators permit was denied on February 10, because her background check showed multiple occurrences. After the meeting she was sent a letter noting the denial and according to state statute she has a right to request a hearing.

UPDATE:

Kristen approached the Clerk/Treasurer with a letter, which is attached. She was invited to attend tonight's meeting to present to you why you should reconsider her application.

COMMENTS:

A copy of her background check has been given to each board member prior to the meeting.

ATTACHMENTS:

Kristen's letter for requesting a hearing.

Hey my name is Kristen
Edwards, im writing to request
a hearing to be reconsidered
for an operators license, was
recently denied.

Thank You for your time
any questions or concerns
contact 262-344-5273

Sincerely,

Kristen Edwards



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

MEETING DATE: March 24, 2026

TO: Village President Stoner and Village Trustees

PREPARED BY: Wendy Burnette – Clerk Treasurer

AGENDA ITEM: #15 Action on Operator’s Licenses: Valery Barrientos, Douglas Behringer, Karissa Franceschina, Jillian Miller and Brett Westbrook

BACKGROUND:

Valery Barrientos, Douglas Behringer, Karissa Franceschina, Jillian Miller and Brett Westbrook 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: Valery Barrientos, Douglas Behringer, Karissa Franceschina, Jillian Miller and Brett Westbrook.”

ATTACHMENTS:

None



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

MEETING DATE: March 24, 2026

TO: Village President Stoner and Village Trustees

PREPARED BY: Jim Hurley, Village Administrator

AGENDA ITEM: #16 Resolution 2026-011 Approving Variance in Ordinance 10.03(B)(1) for Ms. Tammy Rose, Parcel 82-4-222-084-0425.

BACKGROUND:

On February 10, 2026, the Village Board approved the Settlement Agreement & Release with Ms. Tammy Rose. The purpose of the Agreement is to resolve outstanding citations and complaints addressing the accommodation of Resident's horse as a service animal under the American with Disabilities Act and the Village's Ordinance S. 10.03(B)(1), requiring a minimum property size of three acres for a horse.

REQUEST:

As part of the Settlement Agreement, the Village committed to adopting a Resolution approving a variance to Ordinance 10.03(B)(1) (Regulation of Large Animals and Fowls. Keeping Animals Restricted, Horses). The exemption will allow Ms. Rose to keep her service horse on her property (9230 12th Street, Kenosha WI 53144) even though it is less than three acres.

The exemption shall remain in effect until the horse or Ms. Rose while living at the property dies, whichever occurs first. If the property is sold or changes ownership and/or Ms. Rose is no longer living at the property, the exemption is not transferable to the new owner.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

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

“Motion to adopt Resolution No. 2026-011 Approving Variance in Ordinance No. 10.03(B)(1), for Ms. Tammy Rose for parcel 82-4-222-084-0425.

ATTACHMENTS:

Resolution 2026-011 Approving Variance in Ordinance 10.03(B)(1)

VILLAGE BOARD RESOLUTION NO. 2026- 011

VILLAGE OF SOMERS
KENOSHA COUNTY, WISCONSIN
APPROVING VARIANCE IN ORDINANCE 10.03(B)(1)

Adopted at a Village Board Meeting
Duly Noticed and Held on March 24, 2026

BACKGROUND

1. Tammy Rose resides at 9230 12th Street, Kenosha, WI, 53144 (Parcel 82-4-222-084-0425) (“Ms. Rose’s Property”), which property size is less than three acres;
2. Ms. Rose provided the Village confidential medical information substantiating that she requires the support of a service animal that is a miniature horse named “Sir Trottington;”
3. Below is a photograph of a true and correct image of “Sir Trottington” in 2024;



4. Village Ordinance 10.03(B)(1) (Regulation of Large Animals and Fowls. Keeping Animals Restricted. Horses) provides in pertinent part: “Must have three (3) acres for the first horse. May have one (1) additional horse for each additional acre above three (3) acres;” and
5. The U.S. Department of Justice takes the position that the Village should modify this ordinance as a reasonable modification of Ms. Rose under the law.

RESOLUTION

NOW, THEREFORE, following consideration of the above background, the Board of the Village of Somers resolves as follows:

1. It grants an exemption from the first clause of Ordinance 10.03(B)(1) only for Ms. Rose’s Property as a reasonable modification under the law. This exemption will allow her to keep “Sir Trottington,” her miniature service horse, on Ms. Rose’s Property even though it is less than

three acres;

2. The exemption shall remain in effect until “Sir Trottington” or Ms. Rose while living at the property dies, whichever occurs first;
3. The exemption shall be considered personal to Ms. Rose and shall not run with the property. If the property is sold or changes ownership and/or Ms. Rose is no longer living at the property, the exemption is not transferable to the new owner;
4. It is the duty of Ms. Rose, if alive, and the new owner to notify the Village of the death of “Sir Trottingham” or Ms. Rose and any change in ownership; and
5. Nothing in this Resolution will alter Ms. Rose’s obligation to comply with other applicable federal and state laws and Somers’ other ordinances.

By signing below, we certify that the information in this Resolution is accurate and complete, and that this Resolution was approved by the Village Board on _____, 2026.

VILLAGE OF SOMERS

Signature of Authorized Official Date

Printed Name of Official

Title of Authorized Official

ATTESTED BY:
VILLAGE OF SOMERS

Signature of Authorized Official Date

Printed Name of Official

Title of Authorized Official