

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

**Village Work Session Meeting
Agenda
Tuesday, July 21, 2026
5:30 p.m.**

Village Board Work Session Meeting:	
Item #	
1	Call to Order
2	Quarterly Financial Report
3	President & Trustee Reports
4	Citizens Comments
5	Discuss proposed capital improvement plan updates
6	Discuss proposed Ordinance to Create Sec. 12.06 Mobile Temporary Food Vendors, and Amend Sec. 12.04 Penalties
7	Discuss proposed Agreement with the Wisconsin Humane Society
8	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the July 21st, 2026 Village Work Session & Agenda in 1 public place & on the Village website.

Dated this 17th day of July , 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.**

REVENUE AND EXPENDITURE REPORT FOR SOMERS VILLAGE AND TOWN
 PERIOD ENDING 06/30/2026
 % Fiscal Year Completed: 49.59

		2026		YTD BALANCE	ACTIVITY FOR	AVAILABLE	
GL NUMBER	DESCRIPTION	ORIGINAL	2026	06/30/2026	MONTH 06/30/26	BALANCE	% BDGT
		BUDGET	AMENDED BUDGET	NORM (ABNORM)	INCR (DECR)	NORM (ABNORM)	USED
Fund 101 - GENERAL FUND							
Revenues							
Dept 41000 - TAXES							
Account Type: Revenue							
101-41000-41111	VILLAGE PROPERTY TAXES	3,449,476.00	3,449,476.00	3,449,057.77	0.00	418.23	99.99
101-41000-41112	TOWN PROPERTY TAXES	237,465.00	237,465.00	237,433.68	0.00	31.32	99.99
101-41000-41140	MOBILE HOME TAXES	40,000.00	40,000.00	12,040.89	0.00	27,959.11	30.10
101-41000-41150	PRIVATE AND MANAGED FOREST, WOODLAND TAX	200.00	200.00	3.40	3.40	196.60	1.70
101-41000-41320	TAXES FROM OTHER TAX EXEMPT ENTITIES	0.00	0.00	0.00	0.00	0.00	0.00
101-41000-41800	INTEREST AND PENALTY ON TAXES	0.00	0.00	0.00	0.00	0.00	0.00
101-41000-41910	OMITTED TAXES	0.00	0.00	0.00	0.00	0.00	0.00
101-41000-41920	AG-USE PENALTY	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
101-41000-41930	BOUNDARY AGREEMENT	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenue:		3,732,141.00	3,732,141.00	3,698,535.74	3.40	33,605.26	99.10
Total Dept 41000 - TAXES		3,732,141.00	3,732,141.00	3,698,535.74	3.40	33,605.26	99.10
Dept 42000 - SPECIAL ASSESSMENTS							
Account Type: Revenue							
101-42000-42110	STREET IMPROVEMENT ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	0.00
101-42000-42180	VOLUNTARY DONATION	0.00	0.00	0.00	0.00	0.00	0.00
101-42000-42190	OTHER SPECIAL ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenue:		0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 42000 - SPECIAL ASSESSMENTS		0.00	0.00	0.00	0.00	0.00	0.00
Dept 43000 - INTERGOVERNMENTAL							
Account Type: Revenue							
101-43000-43212	FEMA GRANT	0.00	0.00	0.00	0.00	0.00	0.00
101-43000-43219	SAFER GRANT	0.00	0.00	0.00	0.00	0.00	0.00
101-43000-43300	OTHER FEDERAL PAYMENTS	0.00	0.00	0.00	0.00	0.00	0.00
101-43000-43410	STATE SHARED REVENUE	468,526.00	468,526.00	0.00	0.00	468,526.00	0.00
101-43000-43411	PERSONAL PROPERTY AID	40,943.00	40,943.00	40,942.91	0.00	0.09	100.00

101-43000-43420	FIRE INSURANCE DUES	75,000.00	75,000.00	74,191.50	74,191.50	808.50	98.92
101-43000-43431	EXEMPT COMPUTER AID	3,797.00	3,797.00	0.00	0.00	3,797.00	0.00
101-43000-43432	EXPENDITURE RESTRAINT AID	0.00	0.00	0.00	0.00	0.00	0.00
101-43000-43433	VIDEO SERVICE PROVIDER AID	24,485.00	24,485.00	0.00	0.00	24,485.00	0.00
101-43000-43529	AMBULANCE FUNDING	42,000.00	42,000.00	0.00	0.00	42,000.00	0.00
101-43000-43531	TRANSPORTATION AID	225,000.00	225,000.00	121,980.38	0.00	103,019.62	54.21
101-43000-43532	DISASTER DAMAGE AIDS	0.00	0.00	0.00	0.00	0.00	0.00
101-43000-43534	LRIP FUNDING	0.00	0.00	0.00	0.00	0.00	0.00
101-43000-43545	RECYCLING GRANT	30,000.00	30,000.00	29,832.55	29,832.55	167.45	99.44
101-43000-43690	OTHER STATE PAYMENTS	0.00	0.00	0.00	0.00	0.00	0.00
101-43000-43691	PAYMENT FOR MUNICIPAL SERVICES	230,000.00	230,000.00	239,976.23	0.00	(9,976.23)	104.34
101-43000-43692	ENVIRONMENTAL IMPROVEMENT FUND	108,180.00	108,180.00	118,631.00	0.00	(10,451.00)	109.66
101-43000-43693	DNR GRANT - PW	0.00	0.00	0.00	0.00	0.00	0.00
101-43000-43694	DNR GRANT - PS	1,100.00	1,100.00	763.82	0.00	336.18	69.44
101-43000-43791	OTHER LOCAL GOVERNMENT GRANTS - PS	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenue:		1,249,031.00	1,249,031.00	626,318.39	104,024.05	622,712.61	50.14
Total Dept 43000 - INTERGOVERNMENTAL		1,249,031.00	1,249,031.00	626,318.39	104,024.05	622,712.61	50.14
Dept 44000 - LICENSES & PERMITS							
Account Type: Revenue							
101-44000-44110	CLASS A LIQUOR LICENSES	6,000.00	6,000.00	6,000.00	3,000.00	0.00	100.00
101-44000-44111	CLASS B LIQUOR LICENSES	9,000.00	9,000.00	7,847.00	5,400.00	1,153.00	87.19
101-44000-44112	OPERATORS LICENSES	8,000.00	8,000.00	7,700.00	1,385.00	300.00	96.25
101-44000-44113	BUSINESS AND OCCUPATIONAL LICENSES	1,525.00	1,525.00	3,325.00	2,000.00	(1,800.00)	218.03
101-44000-44116	CIGARETTE LICENSES	1,200.00	1,200.00	1,200.00	800.00	0.00	100.00
101-44000-44121	CABLE FRANCHISE FEES	95,000.00	95,000.00	19,504.17	0.00	75,495.83	20.53
101-44000-44122	MOBILE HOME PARK LICENSES	500.00	500.00	0.00	0.00	500.00	0.00
101-44000-44130	DOG PARK LICENSES	400.00	400.00	340.00	0.00	60.00	85.00
101-44000-44131	DOG LICENSES	2,500.00	2,500.00	1,531.12	0.00	968.88	61.24
101-44000-44135	KENNEL LICENSES	0.00	0.00	0.00	0.00	0.00	0.00
101-44000-44300	BUILDING PERMITS	250,000.00	250,000.00	139,976.20	12,030.35	110,023.80	55.99
101-44000-44900	OTHER LICENSES AND PERMITS	6,000.00	6,000.00	4,640.00	1,210.00	1,360.00	77.33
Total Revenue:		380,125.00	380,125.00	192,063.49	25,825.35	188,061.51	50.53
Total Dept 44000 - LICENSES & PERMITS		380,125.00	380,125.00	192,063.49	25,825.35	188,061.51	50.53
Dept 45000 - FINES AND FORFEITURES							
Account Type: Revenue							
101-45000-45100	COURT PENALTIES	190,000.00	190,000.00	118,895.48	17,759.30	71,104.52	62.58
101-45000-45102	ORDINANCE VIOLATION PENALTIES	0.00	0.00	0.00	0.00	0.00	0.00
101-45000-45105	DOG PENALTIES	25.00	25.00	0.00	0.00	25.00	0.00

101-45000-45210	OTHER COURT PENALTIES	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenue:		190,025.00	190,025.00	118,895.48	17,759.30	71,129.52	62.57
Total Dept 45000 - FINES AND FORFEITURES		190,025.00	190,025.00	118,895.48	17,759.30	71,129.52	62.57
Dept 46000 - PUBLIC CHARGES FOR SERVICES							
Account Type: Revenue							
101-46000-46100	LICENSE PUBLICATION FEES	1,040.00	1,040.00	1,155.00	40.00	(115.00)	111.06
101-46000-46103	PREQUALIFICATION BID FEES	1,125.00	1,125.00	1,050.00	0.00	75.00	93.33
101-46000-46105	CHARGES FOR SERVICES	4,500.00	4,500.00	5,251.32	0.00	(751.32)	116.70
101-46000-46106	COURT SERVICE FEES	0.00	0.00	0.00	0.00	0.00	0.00
101-46000-46220	FIRE AND RESCUE SERVICE FEES	1,100,000.00	1,100,000.00	453,073.99	10,997.40	646,926.01	41.19
101-46000-46221	FIRE INSPECTION FEES	33,000.00	33,000.00	14,373.60	380.00	18,626.40	43.56
101-46000-46222	BURN PERMITS	4,000.00	4,000.00	3,425.00	400.00	575.00	85.63
101-46000-46290	FIRE AND RESCUE ALLOWANCE	(330,000.00)	(330,000.00)	(191,426.66)	0.00	(138,573.34)	58.01
101-46000-46310	PUBLIC WORKS SERVICE FEES	4,500.00	4,500.00	2,697.74	2,697.74	1,802.26	59.95
101-46000-46431	LANDFILL PERMITS	150.00	150.00	0.00	0.00	150.00	0.00
101-46000-46440	WEED CUTTING FEES	9,250.00	9,250.00	8,000.00	0.00	1,250.00	86.49
101-46000-46445	POND MAINTENANCE FEES	6,390.00	6,390.00	0.00	0.00	6,390.00	0.00
101-46000-46590	OTHER HEALTH SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
101-46000-46742	AUDITORIUM RENTAL	125.00	125.00	125.00	0.00	0.00	100.00
101-46000-46743	FIELD RENTAL	200.00	200.00	300.00	50.00	(100.00)	150.00
101-46000-46750	RECREATION FEES - BASKETBALL	0.00	0.00	0.00	0.00	0.00	0.00
101-46000-46751	RECREATION FEES - SOCCER	0.00	0.00	0.00	0.00	0.00	0.00
101-46000-46752	RECREATION FEES - SOFTBALL	0.00	0.00	0.00	0.00	0.00	0.00
101-46000-46753	RECREATION FEES - GOLF	0.00	0.00	0.00	0.00	0.00	0.00
101-46000-46754	RECREATION FEES - FLAG FOOTBALL	0.00	0.00	0.00	0.00	0.00	0.00
101-46000-46765	CONCESSION RENTAL	0.00	0.00	0.00	0.00	0.00	0.00
101-46000-46851	DEVELOPER FILING FEES	3,000.00	3,000.00	1,800.00	600.00	1,200.00	60.00
101-46000-46852	DEVELOPER FEES	85,000.00	85,000.00	158,716.32	147,716.32	(73,716.32)	186.73
101-46000-46853	PLAN COMMISSION FEES	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenue:		922,280.00	922,280.00	458,541.31	162,881.46	463,738.69	49.72
Total Dept 46000 - PUBLIC CHARGES FOR SERVICES		922,280.00	922,280.00	458,541.31	162,881.46	463,738.69	49.72
Dept 47000 - INTERGOVERNMENTAL CHARGES FOR SERVICES							
Account Type: Revenue							
101-47000-47222	STATE HIGHWAY FIRES	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenue:		0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 47000 - INTERGOVERNMENTAL CHARGES FOR SERVICES		0.00	0.00	0.00	0.00	0.00	0.00

Dept 48000 - MISCELLANEOUS REVENUES

Account Type: Revenue

101-48000-48110	INTEREST INCOME	400,000.00	400,000.00	248,981.25	38,869.14	151,018.75	62.25
101-48000-48111	UNREALIZED GAIN/LOSS IN INVESTMENTS	0.00	0.00	2,410.41	(775.93)	(2,410.41)	100.00
101-48000-48115	PENALTIES AND INTEREST INCOME	6,000.00	6,000.00	1,126.68	0.00	4,873.32	18.78
101-48000-48120	INTERFUND LOAN INTEREST INCOME	0.00	0.00	0.00	0.00	0.00	0.00
101-48000-48130	SPECIAL ASSESSMENT INCOME	0.00	0.00	0.00	0.00	0.00	0.00
101-48000-48200	RENTAL INCOME	35,160.00	35,160.00	3,000.00	0.00	32,160.00	8.53
101-48000-48303	SALE OF HIGHWAY PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00
101-48000-48306	SELL OF VILLAGE PROPERTY	28,452.00	28,452.00	19,063.00	0.00	9,389.00	67.00
101-48000-48307	SALE OF RECYCLABLES	2,100.00	2,100.00	758.12	0.00	1,341.88	36.10
101-48000-48500	DONATIONS - OTHER	2,000.00	2,000.00	3,000.00	2,000.00	(1,000.00)	150.00
101-48000-48510	DONATIONS - PARADE	10,000.00	10,000.00	12,550.00	3,550.00	(2,550.00)	125.50
101-48000-48520	DONATIONS - RECREATION	0.00	0.00	0.00	0.00	0.00	0.00
101-48000-48900	MISCELLANEOUS REVENUE	2,000.00	2,000.00	28,593.39	0.00	(26,593.39)	1,429.67
Total Revenue:		485,712.00	485,712.00	319,482.85	43,643.21	166,229.15	65.78
Total Dept 48000 - MISCELLANEOUS REVENUES		485,712.00	485,712.00	319,482.85	43,643.21	166,229.15	65.78

Dept 49000 - FINANCING SOURCES

Account Type: Revenue

101-49000-49200	TRANSFER FROM OTHER FUNDS	0.00	0.00	(10,163.00)	0.00	10,163.00	100.00
101-49000-49900	CONTINUING APPROPRIATIONS	509,036.00	509,036.00	0.00	0.00	509,036.00	0.00
Total Revenue:		509,036.00	509,036.00	(10,163.00)	0.00	519,199.00	(2.00)
Total Dept 49000 - FINANCING SOURCES		509,036.00	509,036.00	(10,163.00)	0.00	519,199.00	(2.00)

TOTAL REVENUES

7,468,350.00	7,468,350.00	5,403,674.26	354,136.77	2,064,675.74	72.35
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Expenditures

Dept 51110 - VILLAGE BOARD

Account Type: Expenditure

101-51110-50101	SALARIES	48,000.00	48,000.00	22,521.20	3,692.00	25,478.80	46.92
101-51110-50201	FICA	3,672.00	3,672.00	1,722.84	282.47	1,949.16	46.92
101-51110-50202	RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00
101-51110-50204	DENTAL INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
101-51110-50301	OFFICE SUPPLIES	50.00	50.00	0.00	0.00	50.00	0.00
101-51110-50404	LEGAL	0.00	0.00	906.10	0.00	(906.10)	100.00
101-51110-50701	CONFERENCES & TRAINING	300.00	300.00	431.35	0.00	(131.35)	143.78
101-51110-50702	TRAVEL	2,400.00	2,400.00	1,200.00	200.00	1,200.00	50.00
101-51110-50704	STRINGENT PLAN	0.00	0.00	0.00	0.00	0.00	0.00

Total Expenditure:		54,422.00	54,422.00	26,781.49	4,174.47	27,640.51	49.21
Total Dept 51110 - VILLAGE BOARD		54,422.00	54,422.00	26,781.49	4,174.47	27,640.51	49.21
Dept 51120 - TOWN BOARD							
Account Type: Expenditure							
101-51120-50101	SALARIES	24,000.00	24,000.00	11,260.60	1,846.00	12,739.40	46.92
101-51120-50201	FICA	1,836.00	1,836.00	861.42	141.23	974.58	46.92
101-51120-50202	RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00
101-51120-50206	POST RETIREMENT BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00
101-51120-50404	LEGAL	0.00	0.00	0.00	0.00	0.00	0.00
101-51120-50405	COMPUTER AND WEBSITE	0.00	0.00	0.00	0.00	0.00	0.00
101-51120-50604	TELEPHONE	0.00	0.00	0.00	0.00	0.00	0.00
101-51120-50801	NEWSLETTER	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditure:		25,836.00	25,836.00	12,122.02	1,987.23	13,713.98	46.92
Total Dept 51120 - TOWN BOARD		25,836.00	25,836.00	12,122.02	1,987.23	13,713.98	46.92
Dept 51130 - CIVIC COMMITTEE							
Account Type: Expenditure							
101-51130-50309	OTHER SUPPLIES AND EXPENSE	10,000.00	10,000.00	250.00	500.00	9,750.00	2.50
Total Expenditure:		10,000.00	10,000.00	250.00	500.00	9,750.00	2.50
Total Dept 51130 - CIVIC COMMITTEE		10,000.00	10,000.00	250.00	500.00	9,750.00	2.50
Dept 51210 - MUNICIPAL COURT							
Account Type: Expenditure							
101-51210-50101	SALARIES	72,386.00	72,386.00	30,193.95	5,568.16	42,192.05	41.71
101-51210-50102	WAGES	0.00	0.00	0.00	0.00	0.00	0.00
101-51210-50201	FICA	5,538.00	5,538.00	2,033.26	342.20	3,504.74	36.71
101-51210-50202	RETIREMENT	3,957.00	3,957.00	1,855.36	304.36	2,101.64	46.89
101-51210-50203	HEALTH INSURANCE	11,249.00	11,249.00	5,624.52	937.42	5,624.48	50.00
101-51210-50204	DENTAL INSURANCE	567.00	567.00	283.38	47.23	283.62	49.98
101-51210-50205	LIFE INSURANCE	292.00	292.00	116.22	20.67	175.78	39.80
101-51210-50301	OFFICE SUPPLIES	600.00	600.00	474.24	0.00	125.76	79.04
101-51210-50303	POSTAGE	795.00	795.00	204.94	25.00	590.06	25.78
101-51210-50309	OTHER SUPPLIES AND EXPENSE	6,000.00	6,000.00	5,966.86	34.96	33.14	99.45
101-51210-50402	CONSULTING AND FINANCIAL ADVISOR	0.00	0.00	1,200.00	0.00	(1,200.00)	100.00
101-51210-50404	LEGAL	0.00	0.00	0.00	0.00	0.00	0.00
101-51210-50405	COMPUTER AND WEBSITE	2,387.00	2,387.00	616.79	87.50	1,770.21	25.84
101-51210-50701	CONFERENCES & TRAINING	1,700.00	1,700.00	599.71	0.00	1,100.29	35.28
101-51210-50702	TRAVEL	0.00	0.00	0.00	0.00	0.00	0.00

101-51210-50806	CODE ENFORCEMENT	0.00	0.00	0.00	0.00	0.00	0.00
101-51210-50902	EQUIPMENT CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditure:		105,471.00	105,471.00	49,169.23	7,367.50	56,301.77	46.62
Total Dept 51210 - MUNICIPAL COURT		105,471.00	105,471.00	49,169.23	7,367.50	56,301.77	46.62
Dept 51410 - VILLAGE/TOWN OFFICE							
Account Type: Expenditure							
101-51410-50101	SALARIES	179,417.00	179,417.00	83,883.20	13,801.22	95,533.80	46.75
101-51410-50102	WAGES	56,070.00	56,070.00	23,036.60	3,370.50	33,033.40	41.09
101-51410-50104	OVERTIME	498.00	498.00	0.00	0.00	498.00	0.00
101-51410-50201	FICA	18,053.00	18,053.00	8,158.41	1,310.35	9,894.59	45.19
101-51410-50202	RETIREMENT	16,955.00	16,955.00	7,477.03	1,197.28	9,477.97	44.10
101-51410-50203	HEALTH INSURANCE	46,002.00	46,002.00	21,122.45	3,411.56	24,879.55	45.92
101-51410-50204	DENTAL INSURANCE	3,148.00	3,148.00	1,479.35	241.07	1,668.65	46.99
101-51410-50205	LIFE INSURANCE	566.00	566.00	198.65	36.88	367.35	35.10
101-51410-50206	POST RETIREMENT BENEFITS	2,689.00	2,689.00	1,317.90	227.75	1,371.10	49.01
101-51410-50207	UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00
101-51410-50301	OFFICE SUPPLIES	8,000.00	8,000.00	4,063.37	219.95	3,936.63	50.79
101-51410-50302	COPIER	2,700.00	2,700.00	575.54	0.00	2,124.46	21.32
101-51410-50303	POSTAGE	1,590.00	1,590.00	2,301.17	477.00	(711.17)	144.73
101-51410-50309	OTHER SUPPLIES AND EXPENSE	20,852.00	20,852.00	4,864.19	554.60	15,987.81	23.33
101-51410-50404	LEGAL	35,000.00	35,000.00	16,889.69	511.00	18,110.31	48.26
101-51410-50405	COMPUTER AND WEBSITE	38,444.00	38,444.00	7,492.21	899.96	30,951.79	19.49
101-51410-50503	EQUIPMENT LEASE AND RENTAL	29,575.00	29,575.00	6,773.94	147.52	22,801.06	22.90
101-51410-50701	CONFERENCES & TRAINING	10,000.00	10,000.00	6,246.02	2,672.21	3,753.98	62.46
101-51410-50702	TRAVEL	1,800.00	1,800.00	0.00	0.00	1,800.00	0.00
101-51410-50801	NEWSLETTER	0.00	0.00	0.00	0.00	0.00	0.00
101-51410-50805	ADMINISTRATIVE CHARGE	(118,311.00)	(118,311.00)	(60,511.81)	(8,874.68)	(57,799.19)	51.15
101-51410-50902	EQUIPMENT CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditure:		353,048.00	353,048.00	135,367.91	20,204.17	217,680.09	38.34
Total Dept 51410 - VILLAGE/TOWN OFFICE		353,048.00	353,048.00	135,367.91	20,204.17	217,680.09	38.34
Dept 51420 - CLERK/TREASURER							
Account Type: Expenditure							
101-51420-50101	SALARIES	81,821.00	81,821.00	38,882.63	6,418.58	42,938.37	47.52
101-51420-50201	FICA	6,259.00	6,259.00	2,954.93	486.87	3,304.07	47.21
101-51420-50202	RETIREMENT	5,891.00	5,891.00	2,799.54	462.13	3,091.46	47.52
101-51420-50203	HEALTH INSURANCE	25,295.00	25,295.00	12,647.01	2,107.84	12,647.99	50.00
101-51420-50204	DENTAL INSURANCE	1,437.00	1,437.00	718.27	119.71	718.73	49.98
101-51420-50205	LIFE INSURANCE	287.00	287.00	117.97	23.98	169.03	41.10

101-51420-50206	POST RETIREMENT BENEFITS	306.00	306.00	0.00	0.00	306.00	0.00
101-51420-50301	OFFICE SUPPLIES	500.00	500.00	434.92	437.00	65.08	86.98
101-51420-50309	OTHER SUPPLIES AND EXPENSE	500.00	500.00	0.00	0.00	500.00	0.00
101-51420-50701	CONFERENCES & TRAINING	4,000.00	4,000.00	1,128.00	0.00	2,872.00	28.20
101-51420-50702	TRAVEL	2,598.00	2,598.00	754.02	0.00	1,843.98	29.02
101-51420-50902	EQUIPMENT CAPITAL OUTLAY	0.00	0.00	(529.99)	0.00	529.99	100.00
Total Expenditure:		128,894.00	128,894.00	59,907.30	10,056.11	68,986.70	46.48
Total Dept 51420 - CLERK/TREASURER		128,894.00	128,894.00	59,907.30	10,056.11	68,986.70	46.48
Dept 51421 - LICENSE PUBLICATION FEES							
Account Type: Expenditure							
101-51421-50305	PRINTING AND PUBLISHING	700.00	700.00	903.24	0.00	(203.24)	129.03
101-51421-50309	OTHER SUPPLIES AND EXPENSE	0.00	0.00	196.00	0.00	(196.00)	100.00
Total Expenditure:		700.00	700.00	1,099.24	0.00	(399.24)	157.03
Total Dept 51421 - LICENSE PUBLICATION FEES		700.00	700.00	1,099.24	0.00	(399.24)	157.03
Dept 51430 - ELECTIONS							
Account Type: Expenditure							
101-51430-50101	SALARIES	20,000.00	20,000.00	10,532.10	0.00	9,467.90	52.66
101-51430-50104	OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00
101-51430-50201	FICA	1,530.00	1,530.00	805.77	0.00	724.23	52.66
101-51430-50202	RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00
101-51430-50203	HEALTH INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
101-51430-50204	DENTAL INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
101-51430-50303	POSTAGE	5,247.00	5,247.00	883.68	50.00	4,363.32	16.84
101-51430-50309	OTHER SUPPLIES AND EXPENSE	3,000.00	3,000.00	2,280.96	18.54	719.04	76.03
101-51430-50409	OTHER CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
101-51430-50701	CONFERENCES & TRAINING	0.00	0.00	0.00	0.00	0.00	0.00
101-51430-50902	EQUIPMENT CAPITAL OUTLAY	1,800.00	1,800.00	1,676.62	0.00	123.38	93.15
Total Expenditure:		31,577.00	31,577.00	16,179.13	68.54	15,397.87	51.24
Total Dept 51430 - ELECTIONS		31,577.00	31,577.00	16,179.13	68.54	15,397.87	51.24
Dept 51510 - ASSESSOR							
Account Type: Expenditure							
101-51510-50301	OFFICE SUPPLIES	1,000.00	1,000.00	362.60	16.28	637.40	36.26
101-51510-50407	ASSESSMENT	59,500.00	59,500.00	29,750.02	4,958.33	29,749.98	50.00
Total Expenditure:		60,500.00	60,500.00	30,112.62	4,974.61	30,387.38	49.77
Total Dept 51510 - ASSESSOR		60,500.00	60,500.00	30,112.62	4,974.61	30,387.38	49.77

Dept 51520 - BOARD OF REVIEW

Account Type: Expenditure

101-51520-50101	SALARIES	400.00	400.00	0.00	0.00	400.00	0.00
101-51520-50201	FICA	31.00	31.00	0.00	0.00	31.00	0.00
101-51520-50202	RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00
101-51520-50309	OTHER SUPPLIES AND EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
101-51520-50404	LEGAL	500.00	500.00	0.00	0.00	500.00	0.00
101-51520-50701	CONFERENCES & TRAINING	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditure:		931.00	931.00	0.00	0.00	931.00	0.00

Total Dept 51520 - BOARD OF REVIEW

931.00	931.00	0.00	0.00	931.00	0.00
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Dept 51610 - VILLAGE/TOWN HALL

Account Type: Expenditure

101-51610-50309	OTHER SUPPLIES AND EXPENSE	2,445.00	2,445.00	0.00	0.00	2,445.00	0.00
101-51610-50409	OTHER CONTRACTED SERVICES	5,200.00	5,200.00	2,500.00	400.00	2,700.00	48.08
101-51610-50501	BUILDINGS AND GROUNDS	30,000.00	30,000.00	68,371.51	24,577.73	(38,371.51)	227.91
101-51610-50602	ELECTRICITY	14,000.00	14,000.00	5,684.93	0.00	8,315.07	40.61
101-51610-50603	GAS	5,900.00	5,900.00	4,843.09	0.00	1,056.91	82.09
101-51610-50604	TELEPHONE	8,000.00	8,000.00	6,368.30	1,056.48	1,631.70	79.60
101-51610-50606	WATER AND SEWER	6,900.00	6,900.00	1,920.44	875.08	4,979.56	27.83
101-51610-50902	EQUIPMENT CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditure:		72,445.00	72,445.00	89,688.27	26,909.29	(17,243.27)	123.80

Total Dept 51610 - VILLAGE/TOWN HALL

72,445.00	72,445.00	89,688.27	26,909.29	(17,243.27)	123.80
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Dept 51910 - OTHER GENERAL GOVERNMENT

Account Type: Expenditure

101-51910-50304	MEMBERSHIPS	6,560.00	6,560.00	6,525.81	0.00	34.19	99.48
101-51910-50305	PRINTING AND PUBLISHING	1,000.00	1,000.00	473.55	0.00	526.45	47.36
101-51910-50401	AUDITING AND ACCOUNTING	25,195.00	25,195.00	6,481.56	0.00	18,713.44	25.73
101-51910-50402	CONSULTING AND FINANCIAL ADVISOR	10,000.00	10,000.00	8,700.00	0.00	1,300.00	87.00
101-51910-50403	ENGINEERING AND INSPECTION	15,000.00	15,000.00	189,193.15	24,424.10	(174,193.15)	1,261.29
101-51910-50404	LEGAL	70,000.00	70,000.00	20,974.00	0.00	49,026.00	29.96
101-51910-50409	OTHER CONTRACTED SERVICES	5,000.00	5,000.00	52,510.52	0.00	(47,510.52)	1,050.21
101-51910-50412	LEGAL-PROSECUTOR	30,000.00	30,000.00	8,270.20	0.00	21,729.80	27.57
101-51910-50802	ILLEGAL AND UNCOLLECTIBLE TAXES	0.00	0.00	0.00	0.00	0.00	0.00
101-51910-50803	COLLECTION EXPENSE	70,000.00	70,000.00	23,236.91	0.00	46,763.09	33.20
101-51910-50804	UNCOLLECTIBLE ACCOUNTS	0.00	0.00	0.00	0.00	0.00	0.00
101-51910-50808	PRIOR YEAR EXPENSES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
101-51910-50809	OTHER MISCELLANEOUS EXPENSES	161,549.00	161,549.00	5,250.00	0.00	156,299.00	3.25

101-51910-50811	LIABILITY INSURANCE	212,836.00	212,836.00	57,189.68	14,812.08	155,646.32	26.87
101-51910-50812	WORKER'S COMPENSATION INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
101-51910-50813	PROPERTY INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
101-51910-50913	PAYING AGENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditure:		612,140.00	612,140.00	378,805.38	39,236.18	233,334.62	61.88
Total Dept 51910 - OTHER GENERAL GOVERNMENT		612,140.00	612,140.00	378,805.38	39,236.18	233,334.62	61.88
Dept 51911 - UNION							
Account Type: Expenditure							
101-51911-50404	LEGAL	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditure:		0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 51911 - UNION		0.00	0.00	0.00	0.00	0.00	0.00
Dept 51912 - INTERGOVERNMENTAL AGREEMENTS							
Account Type: Expenditure							
101-51912-50404	LEGAL	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditure:		0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 51912 - INTERGOVERNMENTAL AGREEMENTS		0.00	0.00	0.00	0.00	0.00	0.00
Dept 51913 - PAYMENTS FOR MUNICIPAL SERVICES							
Account Type: Expenditure							
101-51913-50809	OTHER MISCELLANEOUS EXPENSES	207,000.00	207,000.00	215,978.61	0.00	(8,978.61)	104.34
Total Expenditure:		207,000.00	207,000.00	215,978.61	0.00	(8,978.61)	104.34
Total Dept 51913 - PAYMENTS FOR MUNICIPAL SERVICES		207,000.00	207,000.00	215,978.61	0.00	(8,978.61)	104.34
Dept 51999 - CONTINGENCY							
Account Type: Expenditure							
101-51999-50809	OTHER MISCELLANEOUS EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditure:		0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 51999 - CONTINGENCY		0.00	0.00	0.00	0.00	0.00	0.00
Dept 52100 - LAW ENFORCEMENT							
Account Type: Expenditure							
101-52100-50406	LAW ENFORCEMENT	886,294.00	886,294.00	369,759.98	0.00	516,534.02	41.72
Total Expenditure:		886,294.00	886,294.00	369,759.98	0.00	516,534.02	41.72
Total Dept 52100 - LAW ENFORCEMENT		886,294.00	886,294.00	369,759.98	0.00	516,534.02	41.72

Dept 52210 - FIRE DEPARTMENT

Account Type: Expenditure

101-52210-50101	SALARIES	1,304,149.00	1,304,149.00	561,006.20	95,556.50	743,142.80	43.02
101-52210-50103	PART-TIME	250,000.00	250,000.00	106,757.71	16,940.00	143,242.29	42.70
101-52210-50104	OVERTIME	150,000.00	150,000.00	67,195.95	13,974.77	82,804.05	44.80
101-52210-50107	OFFICERS	18,000.00	18,000.00	8,260.21	1,410.28	9,739.79	45.89
101-52210-50108	PAID ON CALL	130,000.00	130,000.00	46,827.46	10,868.80	83,172.54	36.02
101-52210-50109	PAID ON PREMISES	115,000.00	115,000.00	37,789.07	5,372.25	77,210.93	32.86
101-52210-50201	FICA	150,487.00	150,487.00	63,362.83	10,978.04	87,124.17	42.11
101-52210-50202	RETIREMENT	252,948.00	252,948.00	105,243.53	18,360.91	147,704.47	41.61
101-52210-50203	HEALTH INSURANCE	424,965.00	424,965.00	214,361.59	36,665.48	210,603.41	50.44
101-52210-50204	DENTAL INSURANCE	23,573.00	23,573.00	11,765.21	2,011.62	11,807.79	49.91
101-52210-50205	LIFE INSURANCE	2,677.00	2,677.00	913.98	162.80	1,763.02	34.14
101-52210-50206	POST RETIREMENT BENEFITS	2,174.00	2,174.00	1,143.09	193.45	1,030.91	52.58
101-52210-50207	UNEMPLOYMENT	100.00	100.00	0.00	0.00	100.00	0.00
101-52210-50208	LENGTH OF SERVICE	0.00	0.00	0.00	0.00	0.00	0.00
101-52210-50302	COPIER	500.00	500.00	0.00	0.00	500.00	0.00
101-52210-50303	POSTAGE	200.00	200.00	11.05	0.00	188.95	5.53
101-52210-50306	MEDICAL SUPPLIES	55,000.00	55,000.00	28,809.12	2,812.52	26,190.88	52.38
101-52210-50307	GEAR AND CLOTHING	38,000.00	38,000.00	4,600.25	768.00	33,399.75	12.11
101-52210-50309	OTHER SUPPLIES AND EXPENSE	13,000.00	13,000.00	8,993.38	1,029.58	4,006.62	69.18
101-52210-50405	COMPUTER AND WEBSITE	21,483.00	21,483.00	8,185.16	409.96	13,297.84	38.10
101-52210-50502	EQUIPMENT MAINTENANCE	18,000.00	18,000.00	14,494.32	810.00	3,505.68	80.52
101-52210-50503	EQUIPMENT LEASE AND RENTAL	348.00	348.00	172.06	49.16	175.94	49.44
101-52210-50504	VEHICLE MAINTENANCE	50,000.00	50,000.00	23,174.55	10,356.26	26,825.45	46.35
101-52210-50601	FUEL - GASOLINE AND DIESEL	35,000.00	35,000.00	15,156.71	0.00	19,843.29	43.30
101-52210-50602	ELECTRICITY	20,000.00	20,000.00	10,010.63	0.00	9,989.37	50.05
101-52210-50603	GAS	7,500.00	7,500.00	7,504.23	0.00	(4.23)	100.06
101-52210-50604	TELEPHONE	12,000.00	12,000.00	6,129.53	1,135.05	5,870.47	51.08
101-52210-50606	WATER AND SEWER	11,985.00	11,985.00	4,880.89	2,267.42	7,104.11	40.72
101-52210-50609	PUBLIC FIRE PROTECTION	0.00	0.00	0.00	0.00	0.00	0.00
101-52210-50701	CONFERENCES & TRAINING	30,000.00	30,000.00	7,506.70	2,954.73	22,493.30	25.02
101-52210-50703	FIRE PREVENTION	6,000.00	6,000.00	1,110.29	0.00	4,889.71	18.50
101-52210-50809	OTHER MISCELLANEOUS EXPENSES	18,000.00	18,000.00	5,004.63	0.00	12,995.37	27.80
101-52210-50812	WORKER'S COMPENSATION INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
101-52210-50902	EQUIPMENT CAPITAL OUTLAY	33,000.00	33,000.00	18,983.04	820.15	14,016.96	57.52
Total Expenditure:		3,194,089.00	3,194,089.00	1,389,353.37	235,907.73	1,804,735.63	43.50
Total Dept 52210 - FIRE DEPARTMENT		3,194,089.00	3,194,089.00	1,389,353.37	235,907.73	1,804,735.63	43.50

Dept 52220 - FIRE COMMISSION

Account Type: Expenditure

101-52220-50101	SALARIES	0.00	0.00	0.00	0.00	0.00	0.00
101-52220-50201	FICA	0.00	0.00	0.00	0.00	0.00	0.00
101-52220-50701	CONFERENCES & TRAINING	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditure:		0.00	0.00	0.00	0.00	0.00	0.00

Total Dept 52220 - FIRE COMMISSION

0.00	0.00	0.00	0.00	0.00	0.00
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Dept 52230 - PUBLIC FIRE PROTECTION

Account Type: Expenditure

101-52230-50609	PUBLIC FIRE PROTECTION	217,077.00	217,077.00	108,538.50	54,269.25	108,538.50	50.00
Total Expenditure:		217,077.00	217,077.00	108,538.50	54,269.25	108,538.50	50.00

Total Dept 52230 - PUBLIC FIRE PROTECTION

217,077.00	217,077.00	108,538.50	54,269.25	108,538.50	50.00
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Dept 52300 - AMBULANCE

Account Type: Expenditure

101-52300-50804	UNCOLLECTIBLE ACCOUNTS	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditure:		0.00	0.00	0.00	0.00	0.00	0.00

Total Dept 52300 - AMBULANCE

0.00	0.00	0.00	0.00	0.00	0.00
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Dept 52400 - BUILDING INSPECTIONS

Account Type: Expenditure

101-52400-50101	SALARIES	89,253.00	89,253.00	42,907.41	7,200.00	46,345.59	48.07
101-52400-50102	WAGES	7,432.00	7,432.00	3,143.71	471.56	4,288.29	42.30
101-52400-50201	FICA	7,396.00	7,396.00	3,507.64	586.70	3,888.36	47.43
101-52400-50202	RETIREMENT	6,961.00	6,961.00	3,291.08	548.01	3,669.92	47.28
101-52400-50203	HEALTH INSURANCE	2,585.00	2,585.00	1,083.74	168.54	1,501.26	41.92
101-52400-50204	DENTAL INSURANCE	139.00	139.00	58.90	9.21	80.10	42.37
101-52400-50205	LIFE INSURANCE	302.00	302.00	118.70	20.84	183.30	39.30
101-52400-50206	POST RETIREMENT BENEFITS	1,325.00	1,325.00	0.00	0.00	1,325.00	0.00
101-52400-50207	UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00
101-52400-50309	OTHER SUPPLIES AND EXPENSE	2,683.00	2,683.00	589.70	62.42	2,093.30	21.98
101-52400-50403	ENGINEERING AND INSPECTION	4,725.00	4,725.00	1,528.47	0.00	3,196.53	32.35
101-52400-50405	COMPUTER AND WEBSITE	1,941.00	1,941.00	1,227.63	0.00	713.37	63.25
101-52400-50504	VEHICLE MAINTENANCE	210.00	210.00	0.00	0.00	210.00	0.00
101-52400-50601	FUEL - GASOLINE AND DIESEL	1,906.00	1,906.00	826.41	0.00	1,079.59	43.36
101-52400-50701	CONFERENCES & TRAINING	3,150.00	3,150.00	1,031.33	0.00	2,118.67	32.74
101-52400-50702	TRAVEL	0.00	0.00	0.00	0.00	0.00	0.00
101-52400-50806	CODE ENFORCEMENT	525.00	525.00	0.00	(20,815.00)	525.00	0.00
101-52400-50902	EQUIPMENT CAPITAL OUTLAY	3,500.00	3,500.00	2,904.00	0.00	596.00	82.97

Total Expenditure:		134,033.00	134,033.00	62,218.72	(11,747.72)	71,814.28	46.42
Total Dept 52400 - BUILDING INSPECTIONS		134,033.00	134,033.00	62,218.72	(11,747.72)	71,814.28	46.42
Dept 53100 - PUBLIC WORKS							
Account Type: Expenditure							
101-53100-50101	SALARIES	41,045.00	41,045.00	19,219.16	3,157.47	21,825.84	46.82
101-53100-50102	WAGES	193,629.00	193,629.00	90,231.23	14,977.31	103,397.77	46.60
101-53100-50104	OVERTIME	7,250.00	7,250.00	4,275.67	828.31	2,974.33	58.97
101-53100-50105	SNOW REMOVAL	10,500.00	10,500.00	4,355.49	0.00	6,144.51	41.48
101-53100-50106	SEASONAL	35,000.00	35,000.00	8,588.25	3,357.75	26,411.75	24.54
101-53100-50201	FICA	21,988.00	21,988.00	9,647.70	1,698.00	12,340.30	43.88
101-53100-50202	RETIREMENT	18,174.00	18,174.00	8,501.81	1,365.32	9,672.19	46.78
101-53100-50203	HEALTH INSURANCE	76,389.00	76,389.00	27,929.97	4,339.58	48,459.03	36.56
101-53100-50204	DENTAL INSURANCE	3,901.00	3,901.00	1,629.61	254.07	2,271.39	41.77
101-53100-50205	LIFE INSURANCE	277.00	277.00	84.04	15.69	192.96	30.34
101-53100-50206	POST RETIREMENT BENEFITS	146.00	146.00	105.60	17.60	40.40	72.33
101-53100-50207	UNEMPLOYMENT	0.00	0.00	474.63	0.00	(474.63)	100.00
101-53100-50307	GEAR AND CLOTHING	2,250.00	2,250.00	2,250.00	0.00	0.00	100.00
101-53100-50309	OTHER SUPPLIES AND EXPENSE	22,000.00	22,000.00	2,846.37	190.88	19,153.63	12.94
101-53100-50403	ENGINEERING AND INSPECTION	0.00	0.00	0.00	0.00	0.00	0.00
101-53100-50405	COMPUTER AND WEBSITE	1,479.00	1,479.00	0.00	0.00	1,479.00	0.00
101-53100-50501	BUILDINGS AND GROUNDS	0.00	0.00	0.00	0.00	0.00	0.00
101-53100-50504	VEHICLE MAINTENANCE	14,700.00	14,700.00	7,336.00	1,789.60	7,364.00	49.90
101-53100-50505	ROAD MAINTENANCE	57,050.00	57,050.00	13,804.56	7,117.18	43,245.44	24.20
101-53100-50506	DITCHING AND DRAINAGE	0.00	0.00	0.00	0.00	0.00	0.00
101-53100-50509	SALT PURCHASE	40,000.00	40,000.00	6,156.12	0.00	33,843.88	15.39
101-53100-50601	FUEL - GASOLINE AND DIESEL	15,750.00	15,750.00	9,791.21	0.00	5,958.79	62.17
101-53100-50602	ELECTRICITY	11,000.00	11,000.00	4,904.52	0.00	6,095.48	44.59
101-53100-50603	GAS	5,000.00	5,000.00	4,178.27	0.00	821.73	83.57
101-53100-50604	TELEPHONE	1,016.00	1,016.00	383.07	63.84	632.93	37.70
101-53100-50606	WATER AND SEWER	9,500.00	9,500.00	3,840.88	1,750.16	5,659.12	40.43
101-53100-50607	STREET LIGHTS	26,460.00	26,460.00	10,885.17	82.68	15,574.83	41.14
101-53100-50701	CONFERENCES & TRAINING	0.00	0.00	0.00	0.00	0.00	0.00
101-53100-50702	TRAVEL	0.00	0.00	0.00	0.00	0.00	0.00
101-53100-50902	EQUIPMENT CAPITAL OUTLAY	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00
Total Expenditure:		618,504.00	618,504.00	241,419.33	41,005.44	377,084.67	39.03
Total Dept 53100 - PUBLIC WORKS		618,504.00	618,504.00	241,419.33	41,005.44	377,084.67	39.03
Dept 53620 - SOLID WASTE							
Account Type: Expenditure							

101-53620-50102	WAGES	10,069.00	10,069.00	4,695.60	774.66	5,373.40	46.63
101-53620-50201	FICA	771.00	771.00	358.33	59.00	412.67	46.48
101-53620-50202	RETIREMENT	725.00	725.00	338.11	55.78	386.89	46.64
101-53620-50203	HEALTH INSURANCE	2,767.00	2,767.00	1,242.33	230.54	1,524.67	44.90
101-53620-50204	DENTAL INSURANCE	164.00	164.00	73.78	13.70	90.22	44.99
101-53620-50205	LIFE INSURANCE	11.00	11.00	3.07	0.65	7.93	27.91
101-53620-50301	OFFICE SUPPLIES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-53620-50408	GARBAGE COLLECTION	426,480.00	426,480.00	135,179.59	0.00	291,300.41	31.70
101-53620-50504	VEHICLE MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00
101-53620-50601	FUEL - GASOLINE AND DIESEL	0.00	0.00	0.00	0.00	0.00	0.00
101-53620-50608	RECYCLING AND TIPPING FEES	218,000.00	218,000.00	70,629.39	0.00	147,370.61	32.40
Total Expenditure:		659,987.00	659,987.00	212,520.20	1,134.33	447,466.80	32.20
Total Dept 53620 - SOLID WASTE		659,987.00	659,987.00	212,520.20	1,134.33	447,466.80	32.20
Dept 54100 - ANIMAL CONTROL							
Account Type: Expenditure							
101-54100-50409	OTHER CONTRACTED SERVICES	11,898.00	11,898.00	5,655.84	942.64	6,242.16	47.54
Total Expenditure:		11,898.00	11,898.00	5,655.84	942.64	6,242.16	47.54
Total Dept 54100 - ANIMAL CONTROL		11,898.00	11,898.00	5,655.84	942.64	6,242.16	47.54
Dept 55200 - PARKS							
Account Type: Expenditure							
101-55200-50101	SALARIES	500.00	500.00	0.00	0.00	500.00	0.00
101-55200-50201	FICA	38.00	38.00	0.00	0.00	38.00	0.00
101-55200-50309	OTHER SUPPLIES AND EXPENSE	3,000.00	3,000.00	1,606.72	180.00	1,393.28	53.56
101-55200-50409	OTHER CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
101-55200-50501	BUILDINGS AND GROUNDS	0.00	0.00	0.00	0.00	0.00	0.00
101-55200-50902	EQUIPMENT CAPITAL OUTLAY	4,000.00	4,000.00	133.09	0.00	3,866.91	3.33
Total Expenditure:		7,538.00	7,538.00	1,739.81	180.00	5,798.19	23.08
Total Dept 55200 - PARKS		7,538.00	7,538.00	1,739.81	180.00	5,798.19	23.08
Dept 55300 - RECREATION							
Account Type: Expenditure							
101-55300-50102	WAGES	6,968.00	6,968.00	3,135.27	536.01	3,832.73	45.00
101-55300-50104	OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00
101-55300-50106	SEASONAL	500.00	500.00	0.00	0.00	500.00	0.00
101-55300-50201	FICA	571.00	571.00	239.90	41.01	331.10	42.01
101-55300-50202	RETIREMENT	502.00	502.00	225.76	38.60	276.24	44.97
101-55300-50203	HEALTH INSURANCE	2,767.00	2,767.00	0.00	0.00	2,767.00	0.00

101-55300-50204	DENTAL INSURANCE	164.00	164.00	0.00	0.00	164.00	0.00
101-55300-50205	LIFE INSURANCE	6.00	6.00	1.85	0.32	4.15	30.83
101-55300-50309	OTHER SUPPLIES AND EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
101-55300-50902	EQUIPMENT CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditure:		11,478.00	11,478.00	3,602.78	615.94	7,875.22	31.39
Total Dept 55300 - RECREATION		11,478.00	11,478.00	3,602.78	615.94	7,875.22	31.39
Dept 56910 - PLAN COMMISSION							
Account Type: Expenditure							
101-56910-50101	SALARIES	41,600.00	41,600.00	19,376.92	3,200.01	22,223.08	46.58
101-56910-50102	WAGES	3,360.00	3,360.00	480.00	120.00	2,880.00	14.29
101-56910-50201	FICA	3,439.00	3,439.00	1,519.06	253.98	1,919.94	44.17
101-56910-50202	RETIREMENT	2,995.00	2,995.00	1,395.14	230.40	1,599.86	46.58
101-56910-50203	HEALTH INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
101-56910-50204	DENTAL INSURANCE	329.00	329.00	164.33	27.39	164.67	49.95
101-56910-50205	LIFE INSURANCE	76.00	76.00	20.18	3.63	55.82	26.55
101-56910-50206	POST RETIREMENT BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00
101-56910-50305	PRINTING AND PUBLISHING	428.00	428.00	(12.78)	0.00	440.78	(2.99)
101-56910-50309	OTHER SUPPLIES AND EXPENSE	30.00	30.00	15.13	0.00	14.87	50.43
101-56910-50403	ENGINEERING AND INSPECTION	0.00	0.00	0.00	0.00	0.00	0.00
101-56910-50409	OTHER CONTRACTED SERVICES	11,800.00	11,800.00	0.00	0.00	11,800.00	0.00
Total Expenditure:		64,057.00	64,057.00	22,957.98	3,835.41	41,099.02	35.84
Total Dept 56910 - PLAN COMMISSION		64,057.00	64,057.00	22,957.98	3,835.41	41,099.02	35.84
Dept 56920 - BOARD OF APPEALS							
Account Type: Expenditure							
101-56920-50102	WAGES	400.00	400.00	0.00	0.00	400.00	0.00
101-56920-50201	FICA	31.00	31.00	0.00	0.00	31.00	0.00
101-56920-50202	RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00
101-56920-50309	OTHER SUPPLIES AND EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditure:		431.00	431.00	0.00	0.00	431.00	0.00
Total Dept 56920 - BOARD OF APPEALS		431.00	431.00	0.00	0.00	431.00	0.00
Dept 59100 - TRANSFER OUT							
Account Type: Expenditure							
101-59100-50000	TRANSFER TO OTHER FUNDS	0.00	0.00	188,165.00	0.00	(188,165.00)	100.00
Total Expenditure:		0.00	0.00	188,165.00	0.00	(188,165.00)	100.00
Total Dept 59100 - TRANSFER OUT		0.00	0.00	188,165.00	0.00	(188,165.00)	100.00

TOTAL EXPENDITURES	7,468,350.00	7,468,350.00	3,621,392.71	441,621.12	3,846,957.29	48.49
Fund 101 - GENERAL FUND:						
TOTAL REVENUES	7,468,350.00	7,468,350.00	5,403,674.26	354,136.77	2,064,675.74	72.35
TOTAL EXPENDITURES	7,468,350.00	7,468,350.00	3,621,392.71	441,621.12	3,846,957.29	48.49
NET OF REVENUES & EXPENDITURES	0.00	0.00	1,782,281.55	(87,484.35)	(1,782,281.55)	100.00



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

WORK SESSION: July 21st, 2026

TO: Village President Stoner and Board of Trustees

PREPARED BY: Jim Hurley, Village Administrator

AGENDA ITEM: #5 Review and Discuss 2027 Capital Improvement Project Requests

BACKGROUND:

In the past, the Village Board reviewed both the Capital Improvement Plan (CIP) and the proposed budget in the fall.

This year, staff is starting the CIP process early with the intent to introduce proposed CIP items to the Board in July, and potentially adopting by August. This will allow the Board to focus on the 2027 annual budget in the fall.

At the July 7 Work Session, the DPW and Administration reviewed requests. The plan is to review remaining requests, and then discuss items from Fire/EMS and Elections.

ATTACHMENTS:

Multi-Use Path Village-wide Plan Grant Request

Staff Training

Scanning

Badger Book Request

Tabulator Request

County Clerk email and quote

New Holand Tractor Request

Deputy Chief Vehicle Request

Training Room Upgrade Request

Training Room Upgrade Quote

Fire Transaction Counter

Fire Transaction Counter Proposal

FY 2027 CIP Request Form

1. Department	<u>Administration</u>	2. Date Requested	<u>7/21/2026</u>
3. Project Name	<u>Staff Training</u>	4. Requested by	<u>Jim Hurley</u>
5. Project Number	6. # of Requests Submitted	7. Priority of Request	Medium Priority
8. Item /Description	(Rationale for Project, Ex. Why now? Why this budget?)		
Like all municipal organizations, staff training is helpful to set priorities, expectations, and to learn new skills for third party professionals. Multiple nearby schools and universities (UW Parkside, Carthage, and Gateway) coordinate with trainers that offer organizational trainings. Topics could include customer service, strengthening communication in the workplace, emotional intelligence and regulation, and team dynamics. Depending on the quality of the training, the Village could consider incorporation annual training into the budget.			
9. Included in Prior CIPs	10. If Yes, Budget Year	Budgeted in Prior CIP	
<u>No</u>			
12. Age of Item to be Replaced	13. Estimated Useful Life of Replacement	14. End of Useful Life	
15. Suggested Source of Funding	(Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves If known, please give rationale for suggested funding source)		
Cash or reserves.			
16. Amount Requested for FY2027	\$5,000.00		



FY 2027 CIP Request Form

1. Department <u>Administration</u>	2. Date Requested <u>7/13/2026</u>	
3. Project Name <u>Multi-Use Path Village-wide Plan Grant Request</u>	4. Requested by <u>Assistant Administrator</u>	
5. Project Number _____	6. # of Requests Submitted _____	7. Priority of Request _____ of _____
8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)		
The Village does not have an outdoor plan that outlines a comprehensive plan for alternative transportation. The Village has relied on the 2009 Comprehensive Outdoor Plan that the Town adopted and the Kenosha County Comprehensive Bicycle Plan. As sites are developed within the Village, now is the time to plan a comprehensive, Village-wide network that considers existing pathways, Village easements and the need to connect residential areas together and to commercial areas. Once a plan is adopted by the Village, developer's contribution can cover the cost of design and construction of paths and trails. This proposal leverages state dollars to have a Path Plan created. Estimates from other communities puts the cost of this project around \$150,000. The Village only needs to commit to 20 percent of that cost. or \$30,000. Should this CIP item be approved, it would be contingent on the Village applying and receiving the WisDOT Transportation Alternative Program.		
9. Included in Prior CIPs <u>No</u>	10. If Yes, Budget Year _____	11. \$\$\$ Budgeted in Prior CIP <u>\$0</u>
12. Age of Item to be Replaced _____	13. Estimated Useful Life of Replacement _____	14. End of Useful Life Year _____
15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves If known, please give rationale for suggested funding source)		
Cash		
16. Amount Requested for FY2027		
\$30,000.00		

FY 2027 CIP Request Form

1. Department Administration 2. Date Requested 7/21/2026

3. Project Name Scanning 4. Requested by Jim Hurley

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

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

This year, the Village Board approved Microsystems to scan large building plans. The plan is to scan and store items digitally that are currently located in the basement so items are easier to locate, and maintain security. Fortunately, part-time staff in the Clerk-Treasurer's office were able to collect some digital plans from past applicants, and scan small scale plans using the building inspector's scanner. Staff is requesting to continue mass scanning files by a third party vendor to reduce the need to review boxes in the basement for past files. Not all boxes are well organized, and some are labeled "miscellaneous", making it challenging for staff.

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

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

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

Cash or reserves.

16. Amount Requested for FY2027

\$3,500.00



FY 2027 CIP Request Form

1. Department Public Works 2. Date Requested 7/14/26

3. Project Name New Holland Tractor with Batwing Mower 4. Requested by Josh Sullivan

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

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

The Public Works Department is requesting to purchase a Work master 120 New Holland Tractor with a Bush Whacker Mower. This tractor and batwing mower will be replacing a current 1996 New Holland tractor with a Woods batwing mower that is currently 30 years old and has exceeded its useful life. The current tractor also has an open cab which has brought both safety and operational challenges with branches as well as debris hitting the operator while mowing, and exposure to the elements, such as extreme heat or rain. The primary use of this piece of equipment will be to road mow ditch lines in the Village/Town road right-of-ways, which takes place during the Spring, Summer , and Fall months. The replacement New Holland tractor was quoted at \$78,500. A trade-in allowance of \$14,500 was offered for the current tractor, brining the price down to \$64,000. The replacement Bush Whacker mower was quoted at \$22,500. A trade-in allowance of \$5,000 was offered for the current Woods mower, brining the price down to 17,500.

9. Included in Prior CIPs N/A 10. If Yes, Budget Year 11. \$\$\$ Budgeted in Prior CIP

12. Age of Item to be Replaced 30 Years 13. Estimated Useful Life of Replacement 20 Years 14. End of Useful Life Year 2047

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

General Fund

16. Amount Requested for FY2027 \$82,000



FY 2027 CIP Request Form

1. Department Elections 2. Date Requested Jul-26

3. Project Name Replacement of Badger Books 4. Requested by Wendy Burnette

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

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

Our current Badger Books were purchased in 2019 and are now out of warranty. Over time, they have begun exhibiting multiple performance and reliability issues that raise concerns regarding their continued functionality and dependability during elections.

In preparation for the 2028 elections and to ensure efficient and uninterrupted election operations, I am requesting to purchase 3 badger books for 2027, 3 badger books for 2028, 2 badger books in 2029, and 2 bader books for 2030. I have reached out to clerks throughout the state and most of them are doing it this way in order to always have fuctional equipment for the elections. Unfortunatley, I have been informed the prices are going up. The amount I am requesting is just an estimate. The Village contacted the Wisconsin Elections Board and learned that no grant funding is available the expense.

9. Included in Prior CIPs 10. If Yes, Budget Year 11. \$\$\$ Budgeted in Prior CIP

12. Age of Item to be Replaced 2019 13. Estimated Useful Life of Replacement 5 years 14. End of Useful Life Year Past

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

16. Amount Requested for FY2027 13,000



FY 2027 CIP Request Form

1. Department	Elections		2. Date Requested	2027	
3. Project Name	Elections Tabulator Machines and Expressvote Machines		4. Requested by	Wendy Burnette	
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 Clerk/Treasurer's Department has been notified by Kenosha County that the current voting equipment—including the five DS200 tabulators and two ExpressVote machines—will need to be replaced in 2027. These machines have a 10-year service life, and because they are integrated with the county's election system, Kenosha County determines the replacement schedule. Attached for your reference are the email notification and the vendor quote regarding the required equipment replacement. The equipment scheduled for replacement in 2027 includes: Five (5) DS200 voting machines Two (2) ExpressVote machines					
9. Included in Prior CIPs	NO	10. If Yes, Budget Year	2027	11. \$\$\$ Budgeted in Prior CIP	N/A
12. Age of Item to be Replaced	10	13. Estimated Useful Life of Replacement	10	14. End of Useful Life Year	2027
15. Suggested Source of Funding	(Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves If known, please give rationale for suggested funding source)				
16. Amount Requested for FY2027	47,668.46				

From: [Regi Waligora](#)
To: [Wendy Burnette](#)
Subject: Planning 2027 Equipment Upgrade
Date: Friday, September 26, 2025 2:31:13 PM
Attachments: [image001.png](#)
[2027 QUOTE - SOMERS.pdf](#)

Hello,

Attached you will find a quote from ES&S for equipment replacement/upgrade in the 2027 budget.

The quotes are a ballpark figure. These are current estimates, and we will get another quote prior to the upgrade in 2027. I have been cautioned by my IT department, that we will probably see a slight increase in the costs. These are the current minimum values that ES&S has provided. My IT department thinks it is possible that it could range 5-10% higher than the current costs.

We will be re-using the modems in the tabulators, so that is a cost savings that affects each of us.

Those of you with newer units I reached out to Kyle from ES&S asking about them. This was his response:

"Those newer units will be compatible for the time being. The release we are currently getting certified with WEC (EVS 6.5.1.1) includes both the new DS300 and ExpressVote 3 as well as the older DS200 and ExpressVote V1 and V2.

We will no longer be able to include the older equipment in the release AFTER this release. The EAC cutoff has passed, and they will only certify new systems to the 2.0/2.1 standard, which the older equipment cannot meet. That being said, I don't see that coming for several years, probably 2029-2030 at the earliest, and you won't necessarily have to upgrade to it as soon as it's available either. You could continue to stay on EVS 6.5.1.1.

I looked up and can see the equipment you're referring to, 2 DS200s in Pleasant Prairie, and 9 ExpressVotes in Pleasant Prairie, Salem Lakes, Paddock Lake, and Twin Lakes. Since these are all "newer" 1.3 DS200s and V2 ExpressVotes, the only additional components they will need to run on EVS 6.5.1.1 is 2 4GB Compact Flash cards for the DS200s. Those cost \$125.00/ea."

As we get closer to the upgrade, we will be able to get a clearer picture of what exactly needs to be replaced, the costs, and when it must be done. I wanted to get you this information so you can begin planning for 2027. If you have specific questions or concerns, feel free to reach out to Kyle directly. Kyle.webber@essvote.com

Have a wonderful weekend!



Regi Waligora, County Clerk
Office of the County Clerk
1010 56th St., Kenosha WI
262.653.2552
regi.waligora@kenoshacountywi.gov

2026 ELECTION SCHEDULE

February 17, 2026 – Spring Primary Election

April 7, 2026 – Spring Election

August 11, 2026 – Partisan Primary Election

November 3, 2026 – General Election

Request an absentee ballot today!

Wisconsin requires a photo ID to vote!

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Purchase Proposal Quote Submitted by Election Systems & Software	Town/Village of Somers	Unit Price
Tabulation Hardware		
DS300 Poll Place Scanner and Tabulator:		
30 DS300 (Includes Internal Backup Battery, Paper Roll and One (1) Standard 4GB Memory Device)	5 \$29,975.00	\$5,995.00
30 DS300 Ballot Box with Power Supply and AC Cord	5 \$4,975.00	\$995.00
11 Standard 4GB Memory Device (Additional)	1 \$115.00	\$115.00
ExpressVote Universal Voting System:		
38 ExpressVote 3 (Includes Internal Backup Battery, ADA Keypad, and Power Supply with AC Cord)	2 \$9,250.00	\$4,625.00
38 ADA Headphones	2 \$10.00	\$5.00
38 Standard 4GB Memory Device	2 \$230.00	\$115.00
38 ExpressVote 3 Rolling Case	2 \$500.00	\$250.00
Services (Estimated Costs Total)		
Implementation Services		\$2,050.00
Tabulation equipment Installation	5 \$1,466.67	\$293.33
Shipping and Handling	7 \$522.39	\$74.63
Trade-In allowance	7 -\$1,180.60	-\$168.66
Annual Post-Warranty License and Maintenance and Support Fees		
Annual Post-Warranty Hardware Maintenance and Support Fees:		
30 HMA DS300 - Extended Warranty with Biennial Maintenance	5 \$900.00	\$180.00
38 HMA ExpressVote 3 BMD - Extended Warranty with Biennial Maintenance	2 \$230.00	\$115.00
Annual Post-Warranty Firmware License and Maintenance and Support Fees		
30 Firmware License - DS300	5 \$525.00	\$105.00
38 Firmware License - ExpressVote 3	2 \$170.00	\$85.00
	\$47,688.46	

Footnotes:

1. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
2. Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
3. Subject to state, municipal, jurisdictional, provincial or territory laws to the contrary, the above pricing information is confidential, proprietary and trade secret information of Es&S and is intended only for the use of the individual or entity to which the document is directed to. This information may not be disclosed or reproduced either publicly or to any other individual or entity without the prior written authorization of ES&S.
4. The quantity of service days reflects a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer needs.
5. ES&S will coordinate the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties. Customer is responsible for preparing packing and palletizing the trade-in equipment for shipment.



FY 2027 CIP Request Form

1. Department Fire Department 2. Date Requested 7/8/2026

3. Project Name Deputy Chief Vehicle 4. Requested by Chief Andersen

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

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)
Currently the deputy chief drives a 2017 ford Interceptor SUV (police car style vehicle). Over the last few years as this vehicle approaches 10 years old we have been having more and more large scale issues with this vehicle and we would like to replace it. We are looking to purchase a pickup truck with cap similar to the current chiefs vehicle and upfit it with all needed equipments such as lights, sirens, radios, Ipad mounts and equipment mounts. we will repurpose any equipment that we can from the current vehicle but at 10 years old most of the equipment in the current vehicle is obsolete. The reason we want a pick up truck is so that its capable of travel in snow and other adverse weather conditions and can pull department trailers as needed.

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

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

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

Cash or GO Bond

16. Amount Requested for FY2027 \$100,000



FY 2027 CIP Request Form

1. Department Fire Department 2. Date Requested 7/8/2026

3. Project Name Training Room AV update 4. Requested by Chief Andersen

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

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)
Over the last couple of years we have been having more and more Audio visual issues with the fire department training room. The current AV equipment is from 2010 and is outdated and does not work with new technologies very well. We worked with county IT and a vendor to design an upgrade that would not only set us up for current technologies but is also expandable for future needs. the system we are looking at would be set up so when we build new station 2 the presentations and speakers from station 1 could also broadcast to station 2 so when we have class room only trainings the crew from station 2 could stay there take part in the training interactively and could stay closer to the east end of somers in case of an emergency there. This upgrade would replace projector, screen, speakers, control system and microphones.

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

12. Age of Item to be Replaced 15 13. Estimated Useful Life of Replacement 15 14. End of Useful Life Year 2042

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

Cash or GO Bond

16. Amount Requested for FY2027 \$65,000



June 29, 2026

PROPOSAL FOR

SOMERS VILLAGE AND TOWN

KEVIN POIRIER

Prepared By:

Jeremy Kirt

Sr Solutions Consultant

320-259-3001 x3024

jeremyk@marconet.com

Quote Number: 226361



Managed Services



Copiers & Printers



Audio Visual



Business IT Services



IT - Fire Dept. Multipurpose Room -- Somers Village and Town



Prepared by:

Marco - St. Cloud

Jeremy Kirt
320-259-3001 x3024
jeremyk@marconet.com

Prepared for:

Somers Village and Town

7511 12th Street
Somers, WI 53171
Kevin Poirier
262.859.2822
kpoirier@somerswi.gov

Quote Information:

Quote #: 226361

Version: 1
Date Issued: 06/29/2026
Expiration Date: 07/23/2026

Products

Description	One-Time	Qty	Ext. One-Time
Video Equipment			
Panasonic - 7,300 lm 4K Laser LCD Projector / Digital Link / 4K Signal Input, Black Cabinet	\$6,586.41	1	\$6,586.41
Da-Lite - Tensioned Contour Electrol, 78" x 139" with HD Progressive 1.0 - 39158L	\$5,930.15	1	\$5,930.15
Sharp - 75IN Class (74.5IN diagonal) Commercial LCD Display with 3-Year Limited Warranty	\$1,256.92	2	\$2,513.84
Chief - Fit Large Tilt Display Wall Mount - For Displays 43-86" - Black - Height Adjustable - 43" to 85" Screen Support - 150 lb Load Capacity	\$221.90	2	\$443.80
WyreStorm - 1080p60 PTZ Camera with USB 3.0, HDMI Out, Auto Framing & Presenter Tracking	\$1,101.47	2	\$2,202.94
WyreStorm - 4K Multi-Camera Video Bridge with USB, HDMI & NDI Inputs & Outputs	\$1,283.82	1	\$1,283.82
Crestron - AirMedia® Receiver 3200 with Wi-Fi® Network Connectivity	\$1,745.00	1	\$1,745.00
Crestron - AirMedia® Series 3 Connect Endpoint	\$695.00	1	\$695.00
Crestron - AirMedia® Series 3 Connect Adaptor	\$550.00	1	\$550.00
Crestron - DM NVX® 4K60 4:2:0 Network AV Encoder	\$879.41	1	\$879.41
Crestron - DM NVX® 4K60 4:2:0 Network AV Decoder	\$879.41	3	\$2,638.23
Audio Equipment			
Crestron - Saros® Integrator 6.5" 2-Way In-Ceiling Speaker	\$145.29	8	\$1,162.32



SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT AGREEMENT(S)

Shure - Wireless Vocal Rack-mount Set with Beta 58A - Handheld Mic	\$537.87	1	\$537.87
Shure - Wireless Rackmount Presenter System with WL185m - Lavalier Microphone	\$572.47	1	\$572.47
QSC - Q-Sys Core 8 Flex DSP - 8 Flex Channels, Dual LAN, 8 GPIO, USB B, C, 4-A, 8 AEC Processors	\$3,110.29	1	\$3,110.29
Crestron - X-Series Amplifier, 750 W	\$1,382.35	1	\$1,382.35
Shure - Ceiling Array Microphone, Square, White, 24 inch	\$4,622.87	1	\$4,622.87
Control Equipment			
Crestron - 4-Series™ Control System	\$1,017.06	1	\$1,017.06
Crestron - 10 in. Wall Mount Control System Touch Screen, Black Smooth	\$2,821.76	1	\$2,821.76
Cisco - Catalyst 16-Port Gigabit PoE+ Compliant Managed Network Switch (240W)	\$1,210.39	1	\$1,210.39
Cisco - 19-in. Rack-mount Bracket for C1000, C1200, C1300,	\$41.13	1	\$41.13
Rack Equipment	\$958.94	1	\$958.94
Owner Furnished Equipment - 12 RU Wall Mount Rack		1	
Middle Atlantic - Mounting Rackshelf, 1 RU, 10" D		3	
Middle Atlantic - 10-32 Truss-Head Rack Screws with Washers - 25 pc		1	
Velcro® - Brand Perforated Straps - 1/2 x 6", Black Perforated every 6 inches to tear easily without scissors.		1	
Middle Atlantic - 9 Outlet, 15 Amp Rackmount Power with Series Surge Protection		1	
Strategic Sourcing - Recessed Rack Adapter, 3" 25 lb Weight Capacity, for Computers, Servers or Network Equipment		1	
Cables and Miscellaneous Installation Materials	\$777.58	1	\$777.58
C2G - 3ft (0.9m) Performance Series Ultra Flexible High Speed HDMI® Cable with Ethernet		4	
C2G - 3ft (0.9m) Cat6 Snagless Unshielded UTP Slim Ethernet Network Patch Cable - Black		4	
C2G - 4ft (1.2m) Cat6 Snagless Unshielded UTP Slim Ethernet Network Patch Cable - Black		4	
C2G - 8ft (2.4m) Cat6 Snagless Unshielded UTP Slim Ethernet Network Patch Cable - Black - For TSW-1070		1	



SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT AGREEMENT(S)

C2G - 20ft (6.1m) Cat6 Snagless Unshielded UTP Slim Ethernet Network Patch Cable - Black - For AM-TX3-200		1	
C2G - 10ft (3m) USB-C® to USB-A 3.2 Gen 1 (5Gbps) Cable M/M - Black		1	
Liberty - Mega Flex Series Ultra Flexible HDMI Cable - 3m / 9.84 ft		1	
Maxblox - D-SUB Termination System - DB9 Female to Terminal Block Connector		2	
Crestron - USB Cable, USB-C® Male to USB-C Male, USB 3.2 Gen 1 (5 Gbps), DisplayPort™ Alt Mode, 60 W, 9 ft		1	
C2G - 3ft (0.9m) USB-C® to USB-A 3.2 Gen 1 (5Gbps) Cable M/M - Black		1	
C2G - 3.3ft (1m) USB 3.0 A Male to B Male Cable		1	
Liberty - Cat6 Twisted Pair Cable - Unshielded - Plenum Rated - Black		1	
Liberty - Commercial Grade 16 AWG 2-Conductor Unshielded Plenum Cable - Black		1	
Liberty - Commercial Grade 22 AWG 2-Conductor Shielded Plenum Cable - Black		1	
Installation Materials		1	

Subtotal: **\$43,683.63**

Professional Services Labor

Description	One-Time	Qty	Ext. One-Time
Marco Professional Services - Fixed Fee - Installation - Progress Billed Monthly	\$19,365.00	1	\$19,365.00

Subtotal: **\$19,365.00**



Quote Summary - One-Time Expenses

Description	Amount	
Products	\$43,683.63	
Professional Services Labor	\$19,365.00	
Total:		\$63,048.63

Payment Options

Description	Payments	Interval	Amount
One-Time Payment			
One-Time Payment	1	One-Time	\$63,048.63

Summary of Selected Payment Options

Description	Amount
One-Time Payment: One-Time Payment	



FY 2027 CIP Request Form

1. Department	<u>Fire Department</u>	2. Date Requested	<u>7/21/2026</u>
3. Project Name	<u>Replace Fire Department Transaction Counter & Operable Glass Transaction</u>	4. Requested by	<u>Jim Hurley</u>
5. Project Number	6. # of Requests Submitted <u>1</u>	7. Priority of Request	<u> </u> of <u> </u>
8. Item /Description	(Rationale for Project, Ex. Why now? Why this budget?) For security purposes, the Village Board approved the request to install a key to take the elevator to the basement. Staff was then directed to review the installation of a glass transaction window at the Fire station counter. DPW Superintendent Josh Sullivan, Chief Ben Andersen and I met with Bukacek Construction to review the scope. The quote is approximately \$17,000. If the Village would like bullet proof glass then it is estimated to nearly double the cost.		
9. Included in Prior CIPs	<u>no</u>	10. If Yes, Budget Year	<u>NA</u>
11. \$\$\$ Budgeted in Prior CIP	<u>NA</u>		
12. Age of Item to be Replaced	<u>N/A</u>	13. Estimated Useful Life of Replacement	<u>Indefinite</u>
14. End of Useful Life Year	<u>Indefinite</u>		
15. Suggested Source of Funding	(Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves If known, please give rationale for suggested funding source) Cash or Reserves		
16. Amount Requested for FY2027	\$18,000		

June 26, 2026

Attention: Jim Hurley
Village of Somers
7511 12th Street
Kenosha, WI 53144

RE: Replace Fire Department Transaction Counter & Operable Glass Transaction Window

Dear Mr. Hurley,

We are pleased to offer you this quote for the transaction counter work at the Somers Fire Department, as discussed. All materials, labor, and equipment required to provide a professional installation are included.

Scope of Work Inclusions

- Remove existing transaction counter & dispose.
- Provide & install new transaction counter. PLAM to match meeting room dais.
- Provide and install new transaction window with speak through cover on counter height side and operable window on ADA height side.
- Window to glass to be non-bullet resistant. Framing to match the administration counter windows.
- Counter height side to have open adjustable shelves on the employee side.
- Clean up and haul away debris.

The cost to perform this work is: \$16,983.00

Thank you for the opportunity to be of service to you. If you have any questions, concerns or comments, please feel free to contact me. Your signature below indicates your acceptance of this proposal.

Respectfully,

Bukacek Construction Group, Inc.



Chad Lock
Chief Estimator

An authorized signature below represents acceptance of this proposal and serves as notice to proceed with work as described above:

Signature

Date

CLARIFICATIONS

- Work to be performed during normal working hours (7:00 am - 3:30 pm)
- Permit fees and/or services are not included
- Performance / Payment bonds are not included, but are available upon request and at an additional cost
- Temporary utilities / heating / cooling are not included
- Design and/or engineering services are not included
- Any unforeseen conditions are not included; if uncovered, they are to be addressed via change order
- Additional insurance requirements above & beyond Bukacek Construction's standard coverage (furnished upon request) are not included
- General Contractor / Owner will provide a safe job site, including OSHA required guard rails at all fall hazard areas and safety harness tie off points.
- Bukacek Construction is responsible for maintaining employee & site safety for its installations and will adhere to and maintain the requirements set by the General Contractor / Owner
- Premium time is not included
- We are certified WBE through State of Wisconsin; certificate may be furnished upon request
- Dumpsters to be provided by General Contractor / Owner
- Any cutting, patching or sealing of new and existing roofs is not included
- Any hole cutting and/or patching of walls, floors, etc. is not included
- This price is valid for 60 days; after that period, pricing re-evaluation may be required



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

WORK SESSION: July 21st, 2026

TO: Village President Stoner and Board of Trustees

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

AGENDA ITEM: #6 Review and Discuss proposed Ordinance to Create Sec. 12.06
Mobile Temporary Food Vendors, and Amend Sec. 12.04 Penalties

BACKGROUND:

Last year, the Village Board directed staff to develop permitting procedures for food truck operators.

Village Administration, the Clerk-Treasurer, Fire Department, and Building Inspector spent considerable time on the proposed ordinance and application process outlined below.

Here is the proposed process:

- Initially, Food Truck operators must register and receive authorization from the Kenosha County Department of Human Services / Division of Public Health, or an agency designated by the State of Wisconsin. The Village will require proof of approval.
- Next, operators will register with the Village. A background check will be performed by the Clerk Treasurer's Office.
- Before receiving a permit, the operator must contact the Fire Department to schedule an inspection of their vehicle at Village Hall. The standards are included in the packet. This inspection will be required to re-register and receive approval from the Village.

Licenses will be valid from July 1 – June 30, the same timeline as the Kenosha County Department of Human Services / Division of Public Health. The ordinance includes requirements for safety, insurance, garbage, allowable locations and hours of operations.

Operators have the option to locate at two public locations, or on private property with approval from the owner.

Following the March 3rd Work Session, Administrator Hurley made the following changes to the proposed Village ordinance:

- Mobile food trucks for special events on Village property or property maintained by the Village are not limited to Appendix A of the application form but must be approved by the Village and inspected by the Fire Department.
- Mobile food vendors can conduct business on private or Kenosha County property with written permission.

At the Village Board's direction, Administrator Hurley contacted the manager for the Petrified Springs Beer Garden regarding the proposed ordinance. The manager requested for the Fire inspections to be on-site for their 4-5 special events because most of the Food Trucks are from the Milwaukee area. The Fire Department declined and will require inspections to be on-site due to the following:

- a) There are food trucks at Pets Park more than 4-5 special events per year. Fire staff cannot commit to going to the Park every time there is a new truck or event.
- b) Their larger events will have 12-15 trucks at one event. There are too many trucks to inspect in one day with either an inspector who is working (assigned to ambulance or fire truck) or on overtime.
- c) The Fire Department does not have sufficient staff to inspect during multiple special events in the village, such as 4th of July.

The draft ordinance was tabled at the April 14 Village Board meeting during which the Village President expressed concern about the length of time a vendor would be at a location. Additionally, Trustee Harbach requested additional time to speak with vendors planning to be at the Fourth of July Parade.

UPDATE:

This item was discussed again at the April 21 Work Session. The Board tabled the request and directed staff present this item again after the Parade.

COMMENTS:

If the Board proposes any changes to the ordinance, then staff will update and present at the next work session on August 4th.

If the Board would like to consider for action, then this item will be added to the August 11, 2026, Regular Board Meeting agenda.

During year one, the Village could reduce the fee in half if a food truck vendor does not register until 2027. Once the ordinance is adopted, however, then they cannot operate in the village unless they are permitted and pass the inspection process.

ATTACHMENTS:

Proposed Ordinance Mobile and Temporary Food Vendors

Proposed Food Truck Application

Fire Requirements for Food Trucks and Trailers

ORDINANCE NO. 2026 –

AN ORDINANCE TO AMEND SECTION 12 AND CREATE 12.16 OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS RELATING TO MOBILE AND TEMPORARY FOOD VENDORS, AND AMEND SECTION 12.04 PENALTIES

The Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereby amend Section 12 and creates 12.16 of the Code of Ordinances of the Village of Somers to read as follows:

Chapter. 12.04 Penalties

(A) Any person who shall be convicted of violation § 12.02(B) and shall fail to have a dog vaccinated against rabies may be required to forfeit not less than \$50 or more than \$100.

(B) Any person who shall refuse to comply with an order issued under § 12.02(C) for delivery of an animal to an isolation facility or veterinarian who does not comply with the conditions that an animal be quarantined shall be subject to a forfeiture of not less than \$100 nor more than \$500. Each day of violation shall constitute a separate offense.

(C) Any person who shall violate any other provision of § 12.01 through § 12.03 of these ordinances shall, upon conviction, forfeit not less than \$25 nor more than \$100 for the first offense and not less than \$50 or more than \$200 for each subsequent offense. Each day of violation shall constitute a separate offense.

(D) Any person who shall violate any other provision of § 12.16 of these ordinances shall, upon conviction, forfeit not less than \$250 nor more than \$500 for the first offense and not less than \$500 or more than \$1,000 for each subsequent offense. Each day of violation shall constitute a separate offense.

Chapter 12.16 Mobile and Temporary Food Vendors

Sections:

12.16.010 Purpose and Authority

12.16.015 Scope

12.16.020 Definitions

12.16.030 Mobile Food Establishment Licensing Requirements

12.16.040 Mobile Food Establishments Operating at Special Events

12.16.050 Non-Profit Operators

12.16.060 Farm Stand Operators

12.16.070 General Operating Requirements

12.16.080 Penalties

12.16.010 Purpose and Authority

The purpose of this ordinance is to regulate mobile and temporary food vending activities to protect public health, safety, and welfare within appropriate areas of the Village of Somers. This ordinance is written with specific consideration given to the continued successful operation of existing brick and mortar restaurant establishments in recognition of the investments they make, and tax revenue they generate within Somers. The overall goal of this ordinance is to provide a business climate that offers fair opportunities for both mobile food vending operations and permanent restaurants to provide residents and visitors with a variety of food options and a vibrant food scene in our community. Additionally, location guidelines are provided to promote safety and public access.

12.16.015 Scope

This Chapter shall apply to all mobile food establishments in the Village of Somers, regardless of whether mobile food establishments exist or are permitted before the adoption of this Chapter.

12.16.020 Definitions

- A. “Ice cream truck” means a mobile food establishment that sells either frozen dessert servings that are prepackaged/enclosed in a wrapper or container having been manufactured, prepared or wrapped in a licensed food establishment or ice cream that is not pre-packaged.
- B. “Licensee” means a mobile food vendor that holds a Village of Somers mobile food vendor license, a State of Wisconsin license, Kenosha County license or a license from another authorized permitting jurisdiction.
- C. “Mobile food establishment” means a restaurant or retail food establishment where food is served or sold from a mobile food truck, mobile food trailer, mobile sidewalk cart, or temporary food booth, tent or stand.
- D. “Mobile food truck” means a vehicle specifically designed and used for cooking, keeping, storing or warming food or beverage which is for sale by a vendor, which may move under its own power.
- E. “Mobile food trailer” means a trailer specifically designed and used for cooking, keeping, storing or warming food or beverage which are for sale by a vendor, which does not move under its own power, but may be towed by a vehicle.
- F. “Mobile food vendor” means a vendor selling from a mobile food establishment.
- G. “Mobile sidewalk cart” means a bicycle cart or a wheeled pushcart, specifically designed and used for keeping, storing, or warming food or beverage which are for sale by a vendor, which may be moved by one person without the assistance of a motor. Each sidewalk cart shall be non-motorized and capable of being moved and kept under control by one person.
- H. “Temporary farm stand” means a booth, tent, or stand which exclusively sells non-processed raw agricultural products.
- I. “Temporary food booth, tent, or stand” means a booth, tent, or stand vending unit which sells food or beverages.

12.16.030 Mobile Food Establishment Licensing Requirements

- A. **License Application.** Unless operating in conjunction with a permitted event under Section 12.155, each owner of a mobile food establishment that wishes to operate in the Village of Somers shall annually file an application for a Village of Somers mobile food vendor operator's license with the Village Clerk or designee on forms provided by the Village. Applications are to be turned in on July 1 and are valid until June 30 of the following year. Each applicant shall pay an established license fee before a license is issued. The owner must pass a background check conducted by the Village of Somers and if applicable, the owner must also pass a fire inspection conducted by the Somers Fire & Rescue Department as required by Ch. 101.14(2), Wis. Stats. prior to issuance of a permit. The background check and fire inspection fees shall be included in the cost of annual license. The application form provided shall require the following information from the applicant:
- a. Name, address and telephone number of the person, firm, association or corporation that owns the unit.
 - b. Birth date.
 - c. Make, model and license number of any vehicle or trailer to be used in the operation if applicable.
 - d. A statement as to whether the applicant has been arrested or convicted of any crime or ordinance violation as well as the nature of each offense and the place of arrest or conviction, if applicable.
 - e. The location or locations from which the applicant desires to operate the unit.
 - f. A copy of the applicant's valid food and beverage license issued by the State of Wisconsin, agent health department or other agency with jurisdiction.
 - g. A copy of the vendor's proof of insurance as required by 12.16.060.
 - h. A copy of written permission to operate on private property if applicable.
 - i. If applicable, three jurisdictions where the applicant conducted business immediately preceding the application including identification of any licenses or permits required and the governmental entity that issued such license or permit.
 - j. The address of the mobile food vendor service base of operation and evidence of satisfactory inspection of the said service base.
 - k. A copy of any authorization required under 12.16.060.
 - l. At the time of filing the application, the applicant shall present a driver's license or other acceptable picture proof of identification to the Clerk for examination.
- B. **License Approval Process.** Upon receipt of an application for a license, the Clerk will coordinate a background. In addition, a fire inspection will be conducted by a Somers Fire & Rescue Fire Inspector on any applicable mobile vending unit as required by Ch. 101.14(2), Wis. Stats. Any such application will be processed within ten (10) business days. Upon completion of the background check and fire inspection, the permit will be issued unless the Village Clerk determines any of the following:
- a. The circumstances of a pending criminal charge against the applicant substantially relate to the licensed activity.

- b. The applicant has been convicted of any felony, misdemeanor or other offense, the circumstances of which substantially relate to the circumstances of the particular job or licensed activity.
- c. The applicant made a false statement on the application.
- d. The applicant is under eighteen (18) years old. Only applicable to operators of mobile food establishment vehicles due to CDL requirements.
- e. The applicant is found to have unpaid civil judgment(s) which relates to the duties and responsibilities of the permitted occupation which shall be determined by the nature and the amount of the judgment, the relationship of the judgment to the purpose of the permit and the extent that the permit would allow someone to engage in further activity that would lead to unsatisfied civil judgments.
- f. The applicant fails the fire inspection.
- g. The application is incomplete.

C. Appeal Process for Licensed Vendors.

Any decision of the Village Clerk or their designee with respect to the issuance or refusal to issue a permit or their revocation of a permit may be appealed to the Village Board by filing a letter of appeal stating the reasons for the appeal of such decision with the village clerk within five (5) working days of the date of issuance of the decision being appealed. The Village Board shall review the appeal and issue a final decision within thirty (30) working days of the date of the filing of the appeal.

D. License Revocation or Suspension for Licensed Vendors.

A license may be suspended or revoked by the Village Clerk, if it is found at any time that the license holder made any material omission or materially inaccurate statements in the license application, if the license holder violates any provision of this article or any condition of permit issuance, if there are material and substantiated complaints related to the mobile food vendor or the operation thereof, or if the license holder is convicted of any crime or ordinance or statutory violation directly related to the licensed activity. Notice of suspension or revocation will be served on the applicant and will include a statement of the act(s) upon which the denial is based. The appeal process is addressed in Section 12.16.030(C).

E. Operational Requirements.

Operational requirements for all mobile food establishments shall be consistent with Section 12.16.060 of this ordinance.

12.16.040 Mobile Food Establishments Operating at Special Events and Block Parties.

Mobile food establishments are exempt from Village Food Truck Licensing procedures set forth in this chapter if operating in conjunction with permitted Special Events as regulated in Chapter 12.155 of the Village of Somers Ordinances provided the vendor is fully permitted through the Kenosha County Health Department, the State of Wisconsin or other applicable permitting entity. A background check and fire inspection is required for Mobile Food Establishments Operating at Special Events and Block Parties. All fees shall be borne by the vendors.

12.16.050 Farm Stand Operators

Temporary farm stands are exempt from licensing procedures set forth in this chapter and may operate on private property if granted permission, and, provided further, public health, safety and welfare is not compromised, as determined in the Village's sole and absolute discretion. Temporary farm stands may vend in public places designated in this chapter subject to acquiring express written permission from the Village, and further adhering to any conditions required by the Village, which such conditions may address compensation for use of Village property as well as limitations on hours of operation and specific places of operation. Temporary farm stands may also operate in conjunction with permitted special events.

12.16.060 General Operating Requirements

A. Operations

1. The licensee or the licensee's employee or agent shall be present within the vending site during all times in which items are sold.
2. Vendor display of license and contact information:
 - i. Each license issued or required under this chapter shall be displayed in a conspicuous location which is visible to the public.
 - ii. The licensee shall permanently and prominently paint on or affix to the mobile food vendor a sign no smaller than twelve inches by twelve inches (12 x 12) displaying contact information, at a minimum, the name, address, and telephone number of the licensee. Such required information shall substantially fill the entire minimum space described herein.
 - iii. If operating on private property, the vendor must keep written permission from the property owner within the vending unit at all times.
 - iv. Vendors exempt from licensing, shall display contact information consistent with (ii).
3. Temporary free-standing signs associated with mobile food vendors shall be prohibited unless allowed by sign permit.
4. No mobile food vendors shall use bells or lights, noise-makers, including music, to attract customers. Ice cream/dessert vendors are exempt from this restriction.
5. Mobile food vendors are prohibited from use of village water, electricity or other utilities in the course of its operations unless explicitly provided permission from the Village of Somers with an arrangement made for compensation.
6. Special event permitting of mobile food vendors shall take precedence over annual mobile food vendor permits with respect to location and duration of mobile food vendor operations, except as specifically described special event requirements of mobile food vendors provided herein.

B. Required Insurance

Mobile food vendors required to obtain a Village of Somers permit shall provide proof of liability insurance for any single accident and for any property damage in the amount of \$250,000 for a mobile sidewalk cart, or \$1,000,000.00 for any other mobile food vendor. Such liability insurance shall be in effect at all times the vendor is licensed in accordance

with this section. A certificate of insurance for such coverage shall be delivered to the Village Clerk or designee prior to issuance of a license. If such insurance coverage is cancelled, not renewed, or changed, the insurer and licensee shall immediately provide notice to the Village Clerk or designee by certified mail. Failure to maintain such insurance may result in the suspension or revocation of the license.

C. Vehicle Regulations

1. Each mobile food vendor platform or vehicle shall be designed and constructed specifically for the purpose of vending the product or products to be vended.
2. Each mobile food vendor platform or vehicle shall have valid license plates and registration as required by Chapter 341, Wis. Stats. 5-59
3. Each mobile food vendor platform or vehicle shall be in compliance with all Federal, State and local laws or regulations which govern motor vehicles, including, but not limited to vehicle size requirements.
4. Each mobile food vendor platform or vehicle shall be in safe, operable condition with no visible signs of rust or other deterioration.

D. Garbage Requirements

1. The licensee and his or her employee(s) shall be responsible at all times for the removal of all refuse resulting from his or her business or customers' use of his or her business. Such refuse shall be placed solely in the mobile food establishment's waste bins. All such containers shall be kept covered with a tight-fitting lid. No mobile food establishment shall discharge any material onto the street, sidewalk, gutters, storm drain or the property of another, including, but not limited to, public property. Operators are responsible for ensuring that all waste is disposed of in accordance with Village regulations and for maintaining all areas used for food vending and customer activity in a safe and clean condition.
2. Except for mobile sidewalk carts, all stationary mobile food vendors shall deploy at least two (2) leak-proof, approximately thirty (30) gallon trash containers accessible to the public.
3. All mobile sidewalk carts shall be equipped with at least one (1) appropriately sized leakproof garbage container.

E. Specified Locations of Operation

1. No mobile food vendor may conduct business at any Village-owned or controlled location unless expressly permitted by the Village of Somers.
2. All mobile food vendors shall be located on a paved surface at all times, unless expressly allowed or required.
3. All mobile food vendors shall be located ten (10) feet from any structure.
4. All mobile food vendor business activity taking place in the public right-of-way shall be conducted from the curbside of the vehicle at all times, unless expressly approved by the Village.
5. No mobile food vendor shall operate in a way that impedes pedestrian or vehicle circulation.
6. No mobile food vendor shall operate in a way that impedes fire lanes and hydrants.

7. Mobile food vendor parking in designated Village-owned or controlled property will be allowed to be operated on a “first come, first served” basis. Parking spaces may be occupied by non-vendors. Designated vending locations will be in effect at all times unless otherwise expressly approved by the Village of Somers or permitted in conjunction with a special event. Please refer to Appendix A of the application form for an illustration of the designated parking and operating spaces.
8. If more than two food vendors operate on Village-owned property, Village Administrator or designee reserves the right to limit additional vendors.

F. Distance Restriction from Restaurants Generally

Mobile food vendors are prohibited from conducting business within two hundred (200) feet of a public entrance of any business which is a licensed or permitted restaurant by the Kenosha County Health Department during the hours the subject business is open to the public, unless written permission is granted by the business.

G. Distance Restriction from Restaurants During Special Events

During permitted special events, mobile food vendors may not operate within one hundred (100) feet of any business selling the same or similar type products unless written permission is granted by the business.

H. Distance Restriction from Permitted Special Events

Mobile food vendors shall not conduct business within five hundred (500) feet of any Village of Somers permitted special event unless the vendor has obtained written permission from the event organizer or permittee.

I. Operating on Private Property or Kenosha County Property

Mobile food vendors shall be prohibited from conducting business on any private property without written permission from the property owner. A copy of the written permission shall be kept in the mobile food unit at all times if operating on property that is not personally owned by vendor. The mobile food vendor shall comply if asked to leave the private property by the property owner or a village official. No more than three (3) annually licensed mobile food vendors or temporary food vendors shall be allowed to conduct business on a single private commercial or industrially zoned property, except in conjunction with a permitted special event. A conditional use permit may be granted for additional mobile food vendors to operate on a commercial or industrial property.

Mobile food vendors shall be prohibited from conducting business on any Kenosha County property or park without written permission from Kenosha County. A copy of the written permission shall be kept in the mobile food unit at all times if operating on property that is not personally owned by vendor. No more than three (3) annually licensed mobile food vendors or temporary food vendors shall be allowed to conduct business on the property, except in conjunction with a permitted special event.

J. Operating in Residential Zones

Mobile food vendors are prohibited from operating in residentially zoned districts or residential property uses. Mobile ice cream/dessert vendors may conduct business within R-1, R-2, and R-3 residential zoned districts from the public right-of-way, while adhering to all other operational regulations of this chapter.

K. Designated Hours of Operation

1. Mobile food vendors may operate in designated locations/areas for the duration of designated times of operation and are not required to move during designated times of operation.
2. Day and time of operation restrictions shall be in effect for mobile food vendors in the following designated vending locations:
 - a. Public Property:
 - a. Sunday through Thursday: 10 a.m. to 9 p.m.
 - b. Friday and Saturday: 7 a.m. to 10 p.m.
 - b. Private Property:
 - a. 7 a.m. to midnight.
 - c. Special Events, if operating under Special Event parking, hours of operation shall be the same as the Special Permit but cannot be earlier than 7 a.m. or later than midnight.
3. In addition to those times listed in (2) of this section, licensed ice cream/dessert vendors may operate from the public right-of-way within the R-1, R-2, and R-3 residential districts Monday through Sunday, 11 a.m. to a half hour before sunset but no later than 8 p.m. Ice cream / dessert vendors may not conduct business at a location longer than fifteen (15) continuous minutes in residential zoned districts, meaning the vendor must move not less than two hundred fifty (250) feet every fifteen (15) minutes.
4. Temporary Farm Stands may operate between 7 a.m. and 10 p.m.
5. Mobile food vendors may operate at a block party during approved hours of the event.

L. Mobile Food Vendor Service Base Requirements

Mobile food establishments licensed annually by the Village, which serve prepared foods that are not pre-packaged shall have a licensed service base of operation consisting of an enclosed building of sufficient size to accommodate mobile units for servicing, cleaning, inspection and maintenance. Refer to the Kenosha County Health Department for this determination.

1. Mobile food establishments that are licensed by the Village and only vend individual prepackaged servings may not require a service base of operation. Refer to the Kenosha County Health Department for this determination.
2. Mobile food establishments operating in conjunction with a permitted special event shall meet service base requirements as required by their respective permitting agency.
3. Mobile food establishments that are licensed by the Village shall return to their service base not less than once in each twenty-four hours for servicing and maintenance and more often if necessary.

Passed and adopted this ___th day of August 2026.

VILLAGE OF SOMERS

George Stoner, Village President

ATTEST:

Wendy Burnette, Village Clerk/Treasurer

Date Adopted:

Published:



MOBILE FOOD VENDOR INFORMATION PACKET

Permit period: July 1 to June 30

You will find the following documents included in this packet:

- Mobile Food Vendor Application
- Somers Municipal Code:
 - o Chapter 12.16: Mobile and Temporary Food Vendors
- Maps of areas within the Village where Mobile Food Vendors may operate

Questions: Please contact the Clerk's office at 262-859-2822

Do not complete this form if requesting a mobile food establishment operating exclusively at special events or block parties. Please contact the Village Clerk/Treasurer's Office to submit your request.

A complete application packet for submittal to the Village/Town of Somers will include the following:

1	Completed Village/Town of Somers Mobile Food Vendor Application	
2	Photo ID or other acceptable picture proof of identification	
3	Copy of food and beverage license issued by the Kenosha County Health Department, the State of Wisconsin, or another agency with jurisdiction.	
4	Copy of Certificate of Liability Insurance with minimum coverage of: a. Mobile Food Establishment - \$1,000,000 b. Mobile sidewalk cart - \$250,000	
5	Written permission from private property owner, if applicable.	
6	Inspection report from the Somers Fire Department. To arrange an inspection appointment, please contact Fire Inspector Adam Pisula at apisula@somerswi.gov or 262-914-1024.	
7	Payment of applicable fee: Mobile Food Establishment base fee: \$250.00 Mobile sidewalk cart: \$150.00	
8	8. Please submit your application, attachments, and fee to the Clerk's office at: Street Address: 7511 – 12th Street, Kenosha, WI 53144 Mailing Address: P.O. Box 197, Somers, WI 53171	



www.somerswi.gov

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

Applicant Information (Please print legibly)

First Name:	Middle Name:	Last Name:	Male or Female:	
Email Address:		Telephone No.:		
Personal Street Address:	City:	State:	Zip:	
Date of Birth:	Driver's License or ID #:	DL State:	DL Expiration:	Social Security # (last 4 digits):

Business Information

Business Name:		Telephone No.:	
Website:		Email Address:	
Address:	City:	State:	Zip:
Mailing Address:	City:	State:	Zip:
Base of Operation:	City:	State:	Zip:

Type of vending unit:

☐	Food Trailer	☐	Food Truck	☐	Ice Cream Truck	☐	Stand
☐	Booth	☐	Tent	☐	Carried Unit	☐	Cart

List goods and/or services offered and method of delivery:

Provide the following if applicable:



www.somerswi.gov

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

Vehicle Make: _____ Model: _____ Year: _____ License Plate #: _____

Background

If you have ever been convicted of any felony or of violating any law of the State of Wisconsin or the United States, please list below. If more space is needed, please attach a separate sheet to this application.

Date of Conviction	Nature of Offense	Name of Court – City – State

Required Documents

Provide a copy of the following documents:

___ Certificate of Liability Insurance: \$1,000,000 for mobile food establishment; \$250,000 for mobile sidewalk cart.

___ A passing inspection report from the Somers Fire Department is required before a license can be issued. Please contact Adam Pisula at apisula@somerswi.gov or 262-914-1024 to schedule an appointment. Please record your appointment information here >>>>>

___ Written permission to operate on private property

___ Driver's license

___ Food and beverage license from the Kenosha County Health Department, the State of Wisconsin, or another agency with jurisdiction



www.somerswi.gov

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

Applicant's Signature

I appoint the Village/Town Clerk or his/her agent to accept services of process in any civil action brought against me arising out of any sale or service performed by me in connection with my mobile food vending activities in the event I cannot, after reasonable effort, be served personally. I hereby certify that the answers on this application are true and correct to the best of my knowledge. I agree, in the consideration of the granting of this license, to comply with the laws of the State of Wisconsin, and the provisions of the Municipal Code of Ordinances of the Village/Town of Somers, Wisconsin.

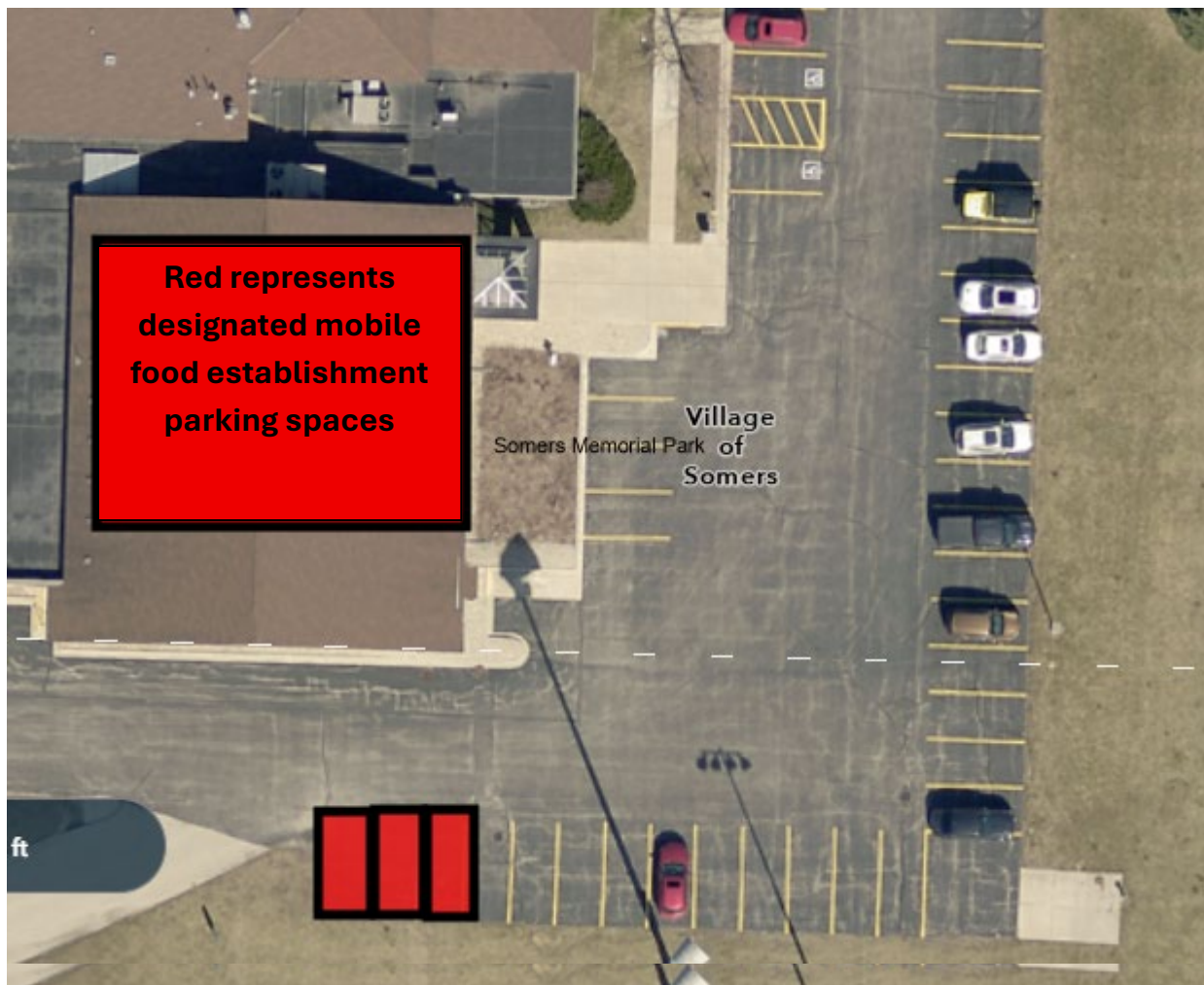
Applicant's Signature: _____

Date: _____

Filled applications and supporting documents can be mailed with a **check**, made to Village/Town of Somers to P.O. Box 197, Somers, WI 53171-0197.

APPENDIX A

Somers Memorial Park



Somers Village Hall





SOMERS FIRE & RESCUE

Fire Prevention Division
P.O. Box 197
Somers, WI 53171
(262) 620-3285
Apisula@somers.org

Fire Inspectors
Capt. Joe Scruggs
Lt. Adam Pisula

Mobile Food Vehicles

Requirements for Food Trucks and Trailers:

1. All trucks and enclosed trailers that produce grease laden vapors must have a Type 1 hood.
2. Portable fire extinguishers shall be located in conspicuous locations where they will be readily accessible and immediately available for use. All employees working in the vehicle shall be trained in the proper use of the fire extinguishers. Fire extinguishers shall bear a current inspection tag validated within the past twelve (12) months OR a receipt of purchase within the last twelve (12) months shall be available for inspection. a. Vehicles using a liquid or gas fuel source shall have a minimum 3A40BC fire extinguisher. Vehicles using a solid fuel source shall have a minimum of a 6L Class “K” fire extinguisher for solid fuel. b. January 1, 2017, vehicles that have a deep fat fryer shall have a 6L Class “K” rated fire extinguisher. c. In all vehicles it is recommended that there be 3A40BC and a 6L Class “K” type located within or attached to the vehicle and near means of egress.
3. Only rubber hose stamped “Approved for LP Gas” used from tank to the attached black pipe that is secured to vehicle shall be used to transport gas through vehicle to appliances. Copper piping shall NOT be used. NFPA 58 – 5.9.6.4(a)
4. The main system shutoff valves located on or closest to the fuel tanks and sufficient to stop the supply of fuel from all fuel tanks must be clearly marked with the words “PROPANE SHUTOFF VALVE or NATURAL GAS SHUTOFF VALVE” permanently affixed to the outside of the vehicle in reflective decal material with letters 2” high at minimum.
5. A “No Smoking” sign next to or directly above the propane container and visible to the public. Such sign shall be posted with a minimum of 2” lettering.



SOMERS FIRE & RESCUE

Fire Prevention Division
P.O. Box 197
Somers, WI 53171
(262) 620-3285
Apisula@somers.org

Fire Inspectors
Capt. Joe Scruggs
Lt. Adam Pisula

6. Shall be equipped with a working carbon monoxide detector that meets standards set forth in NFPA 1192-6.4.6. and equipped with an LPG (propane) leak indicator according to NFPA 1192-6.4.8. 7. Rear mounted DOT approved LP tanks must be mounted at a minimum height of 46" above the ground with DOT approved rear bumper

8. As of January 1, 2018, all vehicles producing grease laden vapors shall have a fire suppression system installed with the Type 1 hood. NFPA 96 4.1.9

9. As of January 1, 2018, all hood fire suppression systems shall be inspected by a servicing company every six (6) months and properly tagged to indicate such. NFPA 96

All other operations shall be conducted in a safe manner which is consistent with nationally recognized good practices.

All vendors should be aware that the Fire Inspector will inspect the site prior to the opening of the festival/event and that all of the items contained herein are the responsibility of the vendor and must be in place or the vendor will not be allowed to open for business. If during the course of the event an onsite inspection determines that there is a violation of any of these conditions, the vendor's business shall be closed until such time as the proper corrective measures have been taken and inspected by the Fire Inspector or designee.



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

WORK SESSION: July 21st, 2026

TO: Village President Stoner and Board of Trustees

PREPARED BY: Kevin Poirier, Assistant Administrator

REVIEWED BY: Jim Hurley, Village Administrator

AGENDA ITEM: #7 Discuss and Review the proposed Wisconsin Humane Society contract for 2027.

BACKGROUND:

Since 2016, the Village has contracted shelter and care of stray animals. Safe Harbor Society has provided the service and as outline in the contract, which has been renewed every year with a rate increase based on the National Consumer Price Index.

After Safe Harbor Society was purchased by the Wisconsin Humane Society (WHS) in 2023, the contract continued with WHS.

The WHS informed the Village that they will require a new agreement when it expires at the end of the year.

UPDATE:

Staff contacted the Sheriff's Office to inquire about their experience with the WHS. They did not report any issue with dropping off animals at the WHS.

Staff received the proposed agreement from the WHS and forwarded to Attorney Bitar for review. No issues were found and, in a few cases, it will be more beneficial to the Village. Specifically, the attorney mentioned the termination terms were equitable and the indemnification terms were in favor of the Village.

The new contract is for one-year and can be renewed up to two years.

COMMENTS:

Should the Village Board agree with the proposed Agreement, then it will be added to the August 11, 2026, Regular Village Board meeting for possible action.

ATTACHMENTS:

Proposed Agreement

Current Agreement from 2016

AGREEMENT

VILLAGE OF SOMERS AND KENOSHA COUNTY HUMANE SOCIETY, INC. D.B.A. SAFE HARBOR HUMANE SOCIETY

This agreement, made and entered into by and between the Village of Somers Wisconsin, hereinafter referred to as the "Village", and Kenosha County Humane Society DBA Safe Harbor Humane Society, a non-profit Wisconsin corporation, hereinafter referred to as the "Humane Society",

Witnesseth:

Whereas, this agreement supersedes all previous agreements, and all prior written agreements and all understanding not reduced to writing are expressly nullified and superseded by this sole written agreement, which contains the full and complete agreement between the Village and the Humane Society.

For the purpose of this agreement, the term "animals" will apply to dogs and cats. The term "Animal Control Officer" shall refer to the Village's contracted animal control service.

Now, therefore, in consideration of the mutual undertakings and agreement, set forth, the Village and the Humane Society agree as follows:

1. IMPOUNDMENT. The Humane Society shall house, feed, water, and care or animals brought there by the Animal Control Officer. The Humane Society shall also administer distemper vaccines for canines and felines as well as bordetella vaccines for canines and shall obtain veterinary care for ill and injured animals. The Humane Society shall promptly attempt to notify the owners of any strays bearing tags, and shall hold and care for as provided in this agreement, unless reclaimed by their owners will thereafter be placed for adoption or destroyed in a humane manner as the discretion of the Humane Society. The Humane Society will not impound bite cases if the owner is known. If the owner is unknown or the owner surrenders the dog to the Humane Society, the dog will be impounded by the Humane Society. If in the event that the impoundment is dictated by the Village or its agents, including animal control, the Village shall be responsible for a \$17 daily boarding fee that will be assessed only after the four-day stray hold is complete. This fee will only be assessed if the Village requires the Humane Society to hold an animal(s) longer than the four day holding period. A veterinarian will be contacted for observation under Wisconsin States Statutes, section 95.21. All veterinarian charges will be billed to and payable by the Village. At the conclusion of the observation period, the animal will be evaluated

AGREEMENT

and either euthanized or turned over to an appropriate breed rescue organization. Humane Society policy does not allow for the adoption of animals with a known bite history.

2. SCHEDULE OF FEES AND VILLAGE PAYMENTS. The Village shall pay the following fees to the Humane Society:

A. Beginning on June 1, 2016

- i. A monthly retainer/services fee of \$710 is due and payable by the 15th of each month.

It is mutually understood that the monthly retainer/service fee is based on the current population in the Village of Somers and is adjusted annually depending on the consumer price index.

3. COLLECTION OF IMPOUNDMENT AND RECOVERY FEES.

Before releasing any stray animal to its owner, the Humane Society shall collect from the owner an impoundment fee of \$39, and a boarding fee of \$17 for each day boarded. This fee will remain with the Humane Society. In the event of a justifiable hardship case; the Humane Society can at its discretion, waive all fees deemed appropriate.

4. CRUELTY CASES. In the event the Humane Society, at the direction of an authorized representative of the Village, accepts animals under conditions of extreme neglect or filth, the Humane Society can, at its discretion, charge the Village an additional \$15 per animal per day fee for expenses incurred in cleaning and caring for the animals. In the event the Humane Society, at the direction of any law enforcement officer, judge, prosecutor, or authorized representative of the Village, the County, the State or any other appropriated governmental unit, is requested to hold animals as evidence or otherwise for a period exceeding the four day impoundment period, then a written agreement obligating said Village, County, or other entity to pay the reasonable costs thereof, will be required as a condition of the Humane Society caring for the animals in excess of the four day impoundment period or in the event that no such agreement is received by the Humane Society, then an additional \$15 per animal per day fee shall apply for each day any such animal is held by the Humane Society. The agreement obligating the requesting body to pay the Humane Society for expenses caring for the animal(s) is intended to cover a situation where the expenses are not collected by the Humane Society under Wisconsin State Statute Chapter 173. The agreement shall provide the authorizing entity shall pay the Humane Society for the aforementioned care on a monthly basis and then said entity is entitled to seek these expenses from the defendant or the county under Wisconsin State Statute Chapter 173. This fee will only be assessed if the

AGREEMENT

Village requires the Humane Society to hold an animal(s) longer than the four day holding period.

5. AUTHORIZED REPRESENTATIVE OR THE VILLAGE. The Village shall provide the Humane Society with a list of authorized representatives and their telephone numbers.

6. INDEMNIFICATION AND HOLD HARMLESS. The Village will at all times during the term of this agreement or any renewal or extension thereof, indemnify and hold harmless the Humane Society, its officers, agents, employees, or representatives, against any liability, loss, charges, damages, costs, expenses, or attorney fees which they may hereafter sustain, incur, or be required to pay as a result of willful or negligent act or omission of the Village, which act or omission, or failure causes any person or party to suffer personal injury, death property loss or damage. The Humane Society will at all times during the term of this agreement or any renewal or extension thereof, indemnify and hold harmless the Village, its officers, employees, or representative, against any liability, loss, charges, damages, costs, expenses, or attorney fees which they may hereafter sustain, incur or be required to pay as a result of willful or negligent act or omission of the Humane Society, which act, omission, or failure causes any person or party to suffer personal injury, death, property loss or damage.

7. ASSIGNMENT OR TRANSFER. The Humane Society shall not in any manner assign or transfer this agreement or any portion thereof.

8. NON-WAIVER. The failure of either the Village or the Humane Society to insist upon strict performance of any of the terms, covenants, or conditions contained in this agreement shall not be construed as a waiver of any subsequent breach of default.

9. NOTICE OF AMENDMENT. Any notice required by or relevant to this agreement shall be by personal service or provided by certified mail. Notice to the Village shall be delivered or sent to:

The Office of the Village Administrator
Village Hall
7511 12th Street
Somers, WI. 53171

AGREEMENT

Notice to the Humane Society shall be delivered or sent to:

Safe Harbor Humane Society
Attention: The Executive Director
7811 60th Avenue
Kenosha, WI. 53142

10. EFFECTIVE DATE, TERM OF AGREEMENT, RENEWAL. This agreement shall become effective after the appropriate authorizations have been made by the Village Board and the Executive Director of the Humane Society. This agreement may be modified by the mutual consent of the Village and the Humane Society. The agreement will automatically renew each calendar year, unless otherwise specified. Each year, an adjustment will be made at the discretion of the Humane Society based on the national consumer price index.

11. TERMINATION OF THE AGREEMENT. Either the Village or the Humane Society may terminate this agreement upon thirty (30) days advance notice as provided in Section 9 of this agreement, upon the grounds that either party has failed to abide or comply with the terms of the agreement.

12. AUTHORITY. The Village enters into this agreement by the authorization of the Village Board at a meeting held on the 24 day of May, 2016, in the Village of Somers, Wisconsin.

13. INTEGRATION. This agreement is the sole, full, and complete agreement of the Village and the Humane Society.

14. SEVERABILITY. The provisions of this agreement shall be construed as being severable, wherever this can be accomplished without either party being materially prejudiced.

AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this agreement of the dates listed below.

VILLAGE OF SOMERS

W. A. Mours
Village Administrator

5-26-16
Date

Timothy J. Hoffman
Village Clerk

5-26-16
Date

KENOSHA COUNTY HUMANE SOCIETY INC.
D.B.A. SAFE HARBOR HUMANE SOCIETY

Mar A. Skanski
Board President

5-31-16
Date

M. Gontekman
Executive Director

05/31/2016
Date

**CITY OF KENOSHA
625-52ND STREET, KENOSHA, WISCONSIN 53140**

HUMANE SOCIETY

LICENSE NUMBER: 002563 160001 083

NUMBER OF DOGS: 105 NUMBER OF CATS: 120

WHEREAS, the local governing body of the CITY OF KENOSHA, COUNTY OF KENOSHA, WISCONSIN, has, upon application duly made, granted and authorized the issuance of a HUMANE SOCIETY to KENOSHA COUNTY HUMANE SOCIETY, 7811-60TH AVE, KENOSHA, WI 53142

AND WHEREAS, said applicant has paid to the Treasurer the sum of \$ 200.00 for such HUMANE SOCIETY License as provided by local ordinances and has complied with all requirements necessary for obtaining such licenses(s).

**SAFE HARBOR HUMANE SOCIETY
7811-60TH AVE KENOSHA, WI 53142-0000**

FOR THE PERIOD FROM 01/01/16 TO 12/31/16

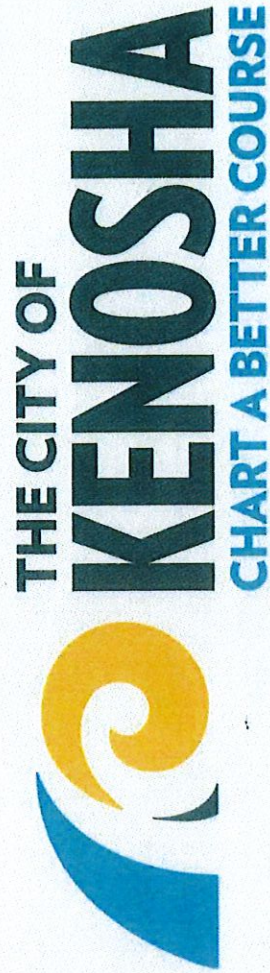
**THIS LICENSE IS ISSUED PURSUANT TO SECTION 14.015 OF THE CITY OF KENOSHA CODE OF GENERAL
ORDINANCES**

Given under my hand and the corporate seal
of the CITY OF KENOSHA, WISCONSIN

Debra L. Salas, City Clerk/Treasurer



Keith G. Bosman, Mayor





Wisconsin Department of Agriculture, Trade and Consumer Protection

2811 Agriculture Drive, PO Box 8911, Madison, WI 53708-8911

License Number: 267257

Effective Date: October 01, 2015
Expires: September 30, 2016
Statute: Sec. 173.41

Dog Seller and Dog Facility Operator License

Legal Name:

Kenosha County Humane Society, Inc.
7811 60TH AVE Kenosha WI 53142

Doing Business As:
Safe Harbor Humane Society

Initial Inspection Status:

Activity: Animal Control Facility, Animal Shelter

Locations:

7811 60th Ave Kenosha, WI 53142

This is your license/permit/certification/registration document. Post or carry as required by law. Non-transferrable - subject to revocation or suspension as provided by law.

Remove this card and carry as identification.

DMS-BIT-06S (03/18/10)

bits-16.qxd (rev.03/12)

Kenosha County Humane Society, Inc.
7811 60TH AVE
Kenosha WI 53142



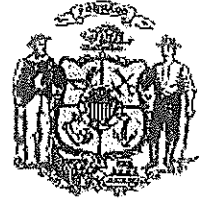
Wisconsin Department of
Agriculture, Trade and Consumer Protection

Dog Seller and Dog Facility Operator License

Kenosha County Humane Society, Inc.
License Number: 267257 Expiration Date: September 30, 2016
7811 60TH AVE Kenosha WI 53142

United States of America

State of Wisconsin



DEPARTMENT OF FINANCIAL INSTITUTIONS

Division of Corporate & Consumer Services

To All to Whom These Presents Shall Come, Greeting:

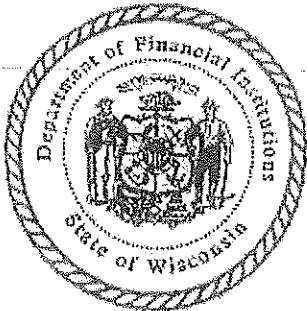
I, PAUL M. HOLZEM, Administrator of the Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that

KENOSHA COUNTY HUMANE SOCIETY, INC.

is a domestic corporation or a domestic limited liability company organized under the laws of this state and that its date of incorporation or organization is January 8, 1916.

I further certify that said corporation or limited liability company has, within its most recently completed report year, filed an annual report required under ss. 180.1622, 180.1921, 181.1622 or 183.0120 Wis. Stats., and that it has not filed articles of dissolution.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on November 16, 2011.



A handwritten signature in cursive script that reads "Paul M. Holzem".

PAUL M. HOLZEM, Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions

Effective July 1, 1996, the Department of Financial Institutions assumed the functions previously performed by the Corporations Division of the Secretary of State and is the successor custodian of corporate records formerly held by the Secretary of State.

DFI/Corp/33

To validate the authenticity of this certificate

Visit this web address: <http://www.wdfi.org/apps/ccs/verify/>

Enter this code: 98797-B0944390



06.26.2026

Via Certified Mail & Email

VILLAGE & TOWN OF SOMERS

VILLAGE/TOWN CLERK

PO Box 197, Somers, WI 53171

Subject: Notice of Termination of Animal Sheltering Agreement and Intent to Renegotiate Terms

Dear "Village and Town of Somers Officials",

Pursuant to the terms and conditions outlined in the existing Services Agreement dated May 2016 between the Safe Harbor Humane Society, acquired by the Wisconsin Humane Society (WHS) and Village and Town of Somers ("Municipality"), this letter serves as formal written notice of our intent to terminate the current animal sheltering service agreement.

We value our partnership with your Municipality, and our intent is to continue providing animal sheltering services by executing a new agreement with updated terms and conditions. As our organization continues to evolve and as operational, regulatory, and service expectations change, it is necessary to reassess and update the contractual framework governing the services we provide your Municipality.

In accordance with the notice provisions of the current agreement, termination will be effective as of January 1, 2027. Our hope is this extended notification period and provides ample time to navigate the execution of updated terms of service.

Enclosed you will find a draft animal services agreement for your review. WHS holds contracts with over 80 municipalities across the state and standardizing the terms of the contracts is essential to providing a consistent, quality, and fair experience for our community.

We understand that you may have questions about the updated terms of the service agreement and welcome conversation at your earliest convenience. Please contact Kara Rivera at 414.431.6101 or krivera@wihumane.org to schedule a meeting or begin discussions regarding the new contract.

Thank you for your continued partnership.

Sincerely,

Kara Rivera

Executive Administrative Assistant

Wisconsin Humane Society



Summary of Animal Shelter Services Agreement Between the Village and Town of Somers and the Wisconsin Humane Society (WHS)

Purpose of the Agreement

This contract establishes the terms under which the Wisconsin Humane Society (WHS) will provide animal sheltering and related services for animals taken into custody by the VILLAGE AND TOWN OF SOMERS. The agreement is intended to ensure humane care, legal compliance, and clear allocation of responsibilities for animals who are stray, abandoned, impounded, or otherwise under municipal authority.

Scope of Services (Section 5.0)

Under this agreement, WHS provides sheltering and care services for animals originating within the VILLAGE/TOWN's geographic boundaries, including:

- Stray, abandoned, and unwanted animals
- Impounded animals seized by law enforcement or humane officers

Services include:

- Intake and admission
- Daily custodial care (food, water, shelter, health checks)
- Necessary and appropriate veterinary treatment
- Owner identification and return to owner efforts during statutory holding periods
- Humane euthanasia and cremation when permitted by Wisconsin law and directed by a licensed veterinarian
- Rabies quarantine, observation, and testing services when required by law
- 24-hour drop-off access for authorized VILLAGE personnel at designated facilities
- Wildlife services are expressly excluded from this agreement

Roles and Responsibilities

- WHS is responsible for staffing, facilities, medical decisions, and day-to-day animal care. WHS personnel are not considered VILLAGE/TOWN employees.
- The VILLAGE/TOWN retains enforcement authority under state statutes and local ordinances and is responsible for timely decisions related to impounded animals, including court processes and custody transfers when required.
- The agreement does not create an agency, employment, or joint venture relationship between the parties.

Impounded Animals and Timeliness Provisions

For animals impounded as part of enforcement or criminal cases:

- WHS may issue written notice requiring the VILLAGE/TOWN to take custody of an animal after a defined period (Section 5.6.1)
- If the VILLAGE/TOWN does not act within the specified timeframe, a daily penalty fee applies until the animal is removed (Section 5.6.2)

Our mission is to make a difference for animals and the people who love them.



These provisions are intended to ensure all partners are committed to the swift resolution of cases knowing that prolonged shelter stays are detrimental to individual animals and can cause strain on shelter capacity that negatively impacts other animals in our care. While the provisions are in place, WHS works diligently with partners to avoid enacting them whenever possible.

Term and Termination

- The agreement has an initial term of one year with automatic annual renewals (up to two additional one-year terms) unless terminated. (Section 3.0)
- Either party may terminate the agreement without cause with written notice. (Section 6.1)
- Termination for cause is permitted for uncured legal, licensing, or payment breaches. (Section 6.2)

Payment and Financial Terms

- Services are paid on a fee-for-service basis as outlined in Schedule A.
- WHS invoices the VILLAGE/TOWN monthly, and payment is due within 30 days.
- Services outside the defined scope may be provided at WHS's discretion and billed separately.

Reporting and Transparency (Section 13.0)

WHS provides:

- Monthly and annual reports detailing animal intake, length of stay, and outcomes by category
- Records sufficient to support public accountability and auditing of public funds

Risk Allocation, Insurance, and Indemnification (Section 7.0)

- WHS indemnifies and holds the VILLAGE/TOWN harmless for claims arising from WHS's acts or omissions, except where liability results solely from the VILLAGE/TOWN'S negligence.
- The VILLAGE/TOWN provides reciprocal indemnification for losses caused by its own negligence.
- WHS maintains required insurance coverage, including general liability, automobile, umbrella, workers' compensation, and professional (veterinary) liability insurance.

These provisions are designed to limit municipal exposure while services are performed by an independent provider.

Our mission is to make a difference for animals and the people who love them.

VILLAGE AND TOWN OF SOMERS

Animal Shelter Services Agreement

THIS SERVICES AGREEMENT ("Agreement") is made and entered into by and between the VILLAGE AND TOWN of SOMERS, a Wisconsin municipal corporation (the "VILLAGE AND TOWN") and the Wisconsin Humane Society, Inc., a Wisconsin corporation ("WHS"), collectively referred to as the Parties.

RECITALS

WHEREAS, the VILLAGE AND TOWN, from time to time, takes custody of abandoned, stray, unwanted, unlicensed, mistreated, aggressive, quarantined or otherwise impounded animals and is desirous of a proper place to keep such animals where they will receive humane and proper care; and

WHEREAS, WHS is an organization devoted, among other things, to the care of animals, and has facilities to provide for the proper and humane care of such animals; and

WHEREAS, the VILLAGE AND TOWN desires to purchase services from WHS for the sheltering, care, treatment and humane disposal of abandoned, stray, unwanted, unlicensed, mistreated, aggressive, quarantined or otherwise impounded animals located within the geographic limits of the VILLAGE AND TOWN; and

WHEREAS, at all times this Agreement shall be construed in a manner so as to maximize the safety and welfare of the animals who are the subject hereof and who are cared for by WHS pursuant to the terms of this Agreement; and

WHEREAS, the VILLAGE AND TOWN's fiscal year runs from January 1st through December 31st of each calendar year; and

WHEREAS, WHS maintains a place of business located at 7811 60th Ave, Kenosha, WI 53142 (the "Kenosha Facility"), but also uses other facilities and third-party facilities to pursue its mission; and

WHEREAS, WHS is a person entering into a contract with a political subdivision as defined in Wis. Stat §173.15(1) and acknowledges its obligations under Wis. Stat. §173.15(2) in relation to said contract; and

WHEREAS, the VILLAGE AND TOWN has the authority to enforce: (i) Chapter 951 of the Wisconsin Statutes ("Crimes Against Animals"); (ii) Chapter 174 of the Wisconsin Statutes ("Dogs"); (iii) Chapter 173 of the Wisconsin Statutes ("Animals; Humane Officers"); and (iv) VILLAGE AND TOWN ordinances (collectively, the "Animal Care Laws").

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals (which are acknowledged to be true and correct and are incorporated into this Agreement) and the promises and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement), it is agreed by the VILLAGE AND TOWN and WHS as follows:

1.0 SERVICES.

WHS agrees to provide the services detailed in this Agreement. The parties agree that the responsibilities of WHS set forth in this Agreement apply only to the services detailed in this Agreement, and not to WHS's work relating to animals taken into custody for other municipalities, for private surrender, as a service to other animal welfare organizations, by operation of Wis. Stats. sec. 173.19, or for any other reason.

2.0 COST.

The VILLAGE AND TOWN shall pay for services detailed in this Agreement on a fee for service basis as described in Schedule A, which is attached hereto and incorporated herein by reference.

3.0 TERM OF AGREEMENT.

3.1 Term. The term of this Agreement shall commence on January 1, 2027, and shall expire on December 31, 2027 unless sooner agreed to in writing by the Parties or renewed as set forth in Paragraph 3.2 herein. The Agreement may also be terminated before the expiration in accordance with Section 6.0.

3.2 Renewal Procedures. Upon expiration of the initial Term, this Agreement shall renew automatically for up to two (2) additional one (1) year renewal terms. The Agreement may be terminated earlier if subject to termination under Section 6.0.

4.0 DEFINITIONS.

As used in this Agreement, the following words shall have the meanings provided below:

4.1 Abandoned. A companion, exotic or livestock animal left for any length of time without apparent provision for its food, water, or other care as is reasonably necessary for the animal's health. An abandoned animal includes, but is not limited to, an animal owned by a known individual who, because of the owner's death, disability, incarceration, eviction or other like circumstance, is unable or unwilling to provide appropriate care for the animal.

4.2 Approved Facility. A facility other than the Main Facility which has been mutually agreed upon and approved by the Parties in writing.

4.3 Companion Animals. Dogs, cats, rabbits, guinea pigs, hamsters, mice, ferrets, birds, fish, reptiles, amphibians, invertebrates, or any other species of wild or domestic or hybrid animal sold, transferred, or retained for the purpose of being kept as a household pet, except livestock, as defined in subsection 4.6, *infra*.

4.4 Exotic Animal. An animal that is not normally domesticated in the United States or that is wild by nature and not native to Wisconsin.

4.5 Impound. The withholding of an animal from the owner under Wis. Stat. §173.21.

4.6 Livestock. Horse, bovine, sheep, goat, pig, llama, alpaca, farm-raised deer, rabbit raised for food, or domestic fowl, including farm-raised game bird.

4.7 Redemption. The identification and verification of ownership of a stray or abandoned animal and the return of the animal to its owner.

4.8 Stray. A companion, exotic or livestock animal found wandering at large whose owner or custodian is unknown or cannot be ascertained immediately with reasonable effort.

4.9 Seizure. The taking of an animal, whose owner is known, into custody by a humane or law enforcement officer pursuant to Wis. Stat. §173.13.

4.10 Unclaimed. A companion, exotic or livestock animal that is found abandoned or stray whose owner has failed to redeem the animal.

4.11 Wild Animal. Any mammal, bird, fish, or other creature of a wild nature endowed with sensation and the power of voluntary motion.

5.0 DESCRIPTION OF SERVICES.

5.1 WHS Personnel. WHS agrees to secure, at its own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of the VILLAGE AND TOWN. WHS shall ensure that its personnel are instructed that they do not have any direct individual contractual relationship with the VILLAGE AND TOWN. Except as otherwise provided in this Agreement, the VILLAGE AND TOWN shall have no authority over any aspect of WHS's personnel practices and policies and shall not be liable for actions arising from such policies and practices.

5.2 No Agency. Nothing in this Agreement is intended nor may be construed to create between the VILLAGE AND TOWN and WHS either an employer/employee, joint venture, landlord/tenant, or any other similar relationship. No agent, employee or representative of either Party shall be deemed to be an agent, employee or representative of the other Party. Neither Party shall have the authority to act for or on behalf of the other Party to bind the other Party without the express written approval of the other Party.

5.3 24-hour Drop Off Availability. WHS will provide, at the Main Location or another approved facility, access so that authorized personnel operating within the geographical boundaries of the VILLAGE AND TOWN can drop off animals eligible for sheltering services under this Agreement during times when the facility is closed to the public.

5.4 Services for Abandoned, Stray and Unwanted Animals. WHS agrees provide animal care services (as described below in this paragraph), as well as humane euthanasia and cremation services, for companion, livestock and exotic animals that are taken into custody as stray, abandoned, or unwanted within the geographical limits of the VILLAGE AND TOWN, and or that are dropped off at WHS (or any other approved facility). Animal care services shall include: (i) admitting services as deemed appropriate by WHS; (ii) daily custodial care; (iii) necessary and appropriate veterinary treatment; and (iv) redemption services. Animal care services purchased under the terms of this Agreement include those provided on the day the animal is admitted to WHS (or other approved facility) and during the required stray holding period under Wis. Stats. sec. 173.19 or the period the animal is in WHS'S custody, whichever is shorter.

5.4.1 WHS shall have the sole and exclusive right under this Agreement to provide those admitting services that it deems in its professional judgment are in the best interest and welfare of the animal and the shelter environment in which the animal is maintained.

5.4.2 Custodial care shall include, for each animal cared for under the terms of this Agreement, the provision of: (i) adequate food and water to maintain the animal's health; (ii) daily status check; and (iii) adequate shelter as required by Wis. Stat, §951.44.

5.4.3 Necessary and appropriate veterinary care and treatment, beyond that provided every animal upon admission and the daily custodial care, shall be provided as determined necessary and appropriate in the sole discretion of WHS.

5.4.4 Redemption services shall include reasonable attempts to identify, locate, make contact with, and provide written notice to an animal's owner in order to arrange for either the surrender of the animal or the return of the animal to its owner. Said efforts will be made within the statutory holding period. Notwithstanding the foregoing, the Parties acknowledge that the owners of some stray and/or abandoned animals are never known or even identified such that WHS'S ability to find the owner is a legal impossibility and/or not possible with reasonable effort. WHS may charge and retain reasonable fees to owners redeeming animals. Prior to releasing an animal to an owner, WHS staff shall verify that appropriate Licensing/Vaccinations for the animal have been obtained.

5.4.5 Euthanasia. The Parties recognize that Wisconsin law (currently section 173.23(4), Wis. Stats) permits the euthanasia of animals while in a municipality's custody (that is, animals sheltered pursuant to this Agreement) under narrow and specifically defined circumstances. WHS will abide strictly by the limitations of this statute

and in further only perform euthanasia of animals under this statute under the direction and approval of a licensed veterinarian. To the extent subjective judgment is required in determining whether the statute applies, WHS has sole discretion to exercise that judgment. When WHS euthanizes an animal pursuant to this section, WHS will provide to the VILLAGE AND TOWN upon request, records regarding the euthanasia performed.

5.4.6 Wildlife. The Parties acknowledge that WHS provides custodial care, rehabilitation, and euthanasia services for sick, injured or trapped wildlife at its Milwaukee location. The Parties agree that the VILLAGE AND TOWN is not purchasing any services for such wildlife by this Agreement.

5.5. Services for Impounded Animals. WHS agrees to provide animal care services (as described in this paragraph) as well as euthanasia and cremation services for companion, livestock and exotic animals that are seized within the geographical limits of the VILLAGE AND TOWN, and that are impounded by humane officers or law enforcement personnel at WHS location (or other approved facility). Animal care services shall include (i) admitting services as deemed appropriate by WHS; (ii) daily custodial care; and (iii) necessary and appropriate veterinary treatment. Custodial care shall include the provision of adequate food and water to maintain the animal's health; daily health checks; and adequate shelter as required by Wis. Chapter 951. Animal care services will be provided on the day the animal is admitted to the Main Facility (or other approved facility) and until the animal is removed from the facility, the animal is deemed unclaimed, the animal is returned to the owner, or ownership of the animal is transferred to WHS by order of any court of competent jurisdiction. The humane officer or law enforcement officer dropping any such animal off shall identify the name of the animal's owner, if known, and advise WHS of its impound status. The Parties agree that WHS'S actual cost to provide these services is \$30 per animal per day and that this sum is reasonable and represents the established standard daily fee contemplated by Sec 173.15, Wis. Stats.

5.6 Notice and Penalties for Impounded Animals. The Parties recognize that for various reasons, delays can occur in the process of achieving outcomes for impounded animals. The Parties further recognize that avoidable delay is harmful not only to individual impounded animals, but also, because it creates unnecessary shelter crowding, to the overall processes by which WHS strives to support the welfare of all animals in its care and who may come into its care. For these reasons, the Parties have chosen a notice-and-penalty mechanism to increase their alignment and urgency in these situations. These situations are likely to be unusual, but the Parties have nevertheless chosen intentionally broad language to ensure that this mechanism will be available when it is needed. For these reasons, the parties agree to the following procedures with respect to impounded animals.

5.6.1 Notice by WHS. With respect to any impounded animal being provided animal care services by WHS, WHS shall have the unilateral right to require MUNICIPALITY to take custody of the animal upon ten (10) days written notice to MUNICIPALITY requesting that any such animal be picked up from WHS location (or any other WHS-MUNICIPALITY approved drop off facility). Said notice shall be delivered pursuant to the provisions set forth in Section 15.0 Notice.

5.6.2 Penalty. If MUNICIPALITY fails to pick up the animal by the 10th day after MUNICIPALITY has received the written notice described above, MUNICIPALITY shall be charged \$100.00 (one hundred dollars and no cents) per day (per animal) for each day thereafter that the animal remains in the care of WHS, in addition to any other charges permitted by this Agreement.

5.6.3 Livestock and Exotic Animal Impounds. WHS will provide animal care services as well as optional humane euthanasia and cremation services for livestock and exotic animals on a limited basis. The VILLAGE AND TOWN shall provide reasonable notice to WHS before impounding livestock and exotic animals and will work in good faith with WHS to recognize and deal with logistical challenges in housing these animals. The Parties recognize that there may be circumstances where it is practically impossible for WHS to house these animals; in those cases, the Parties will work cooperatively in good faith to seek the best solution under the circumstances.

5.7 Rabies Control Services.

5.7.1 Quarantine Services. WHS agrees to provide animal care, isolation and observation and rabies testing services for animals as required by Wis. Stat. §95.21 and or in accordance with VILLAGE AND TOWN Municipal Code. WHS agrees to provide such services upon request of the VILLAGE AND TOWN. The Parties agree that this service applies to both impounded animals and stray and abandoned animals.

5.7.2 Owner Reimbursement for Rabies Observation Services. If the owner of an animal is known, WHS may seek reimbursement from the animal's owner of any expenses incurred in connection with keeping the animal in isolation, the supervision and examination of the animal by a veterinarian, and, if applicable, the preparation of the carcass for laboratory examination.

5.7.3 Rabies Vaccination Program. WHS agrees to comply with all statutory mandates regarding the vaccination of animals against rabies.

6.0 TERMINATION OF AGREEMENT.

6.1 Termination; No Cause. Either Party may terminate this Agreement, for any reason, at any time upon 60 day written notice to the other Party.

6.2 Termination for Cause. The following shall constitute grounds for termination by the non-breaching party 30 days from written notice of termination:

6.2.1 WHS's failure to cure, within 30 days of written notice of breach, a substantial violation of any State, Federal or local law governing the services provided under this Agreement, as expressed by applicable statutes, ordinances, rules and regulations.

6.2.2 WHS's failure to obtain, within 30 days of written notice of breach, any license or certifications required by law for the provision of the services required by this Agreement.

6.2.3 The VILLAGE AND TOWN's failure to cure, within 30 days of written notice of breach, a failure to timely pay for services rendered under this Agreement.

7.0 INDEMNIFICATION/INSURANCE.

7.1 Indemnification of VILLAGE AND TOWN. WHS hereby agrees to indemnify, defend and hold harmless the VILLAGE AND TOWN, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of WHS or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the VILLAGE AND TOWN, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the VILLAGE AND TOWN, subject to immunities and limits on liability per Wisconsin law, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the VILLAGE AND TOWN, its elected and appointed officials, officers, employees, agents, representatives and volunteers. WHS shall reimburse the VILLAGE AND TOWN, its elected and appointed officials, officers, employees, agents or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that WHS employs other persons, firms, corporations or entities (sub-contractors) as part of the work covered by this Agreement, it shall be WHS's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the VILLAGE AND TOWN, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.

7.2 Indemnification of WHS. The VILLAGE AND TOWN shall indemnify, hold harmless and defend WHS, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, reasonable costs or expenses which WHS, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of any breach of this Agreement by the VILLAGE AND TOWN, but only to the extent caused in whole or in part by negligent acts or omission of the VILLAGE AND TOWN. The provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from (1) the acts or omissions of WHS, its agencies, boards, commissions, officers, employees or representatives, or (2) the acts

or omissions of third parties. The obligations of the VILLAGE AND TOWN under this paragraph shall survive the expiration or termination of this Agreement.

7.3 Insurance. WHS shall procure and maintain throughout the term of this Agreement, without any additional expense to the VILLAGE AND TOWN, the following insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

7.3.1. Worker's Compensation and Employers Liability Insurance. WHS shall cover or insure under the applicable Wisconsin labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. WHS shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

7.3.2 Commercial General Liability and Automobile Liability Insurance. WHS shall provide and maintain the following commercial general liability and automobile liability insurance:

7.3.2.1 Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle)

7.3.2.2. Limits – WHS shall maintain limits no less than the following:

1. General Liability - One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the VILLAGE AND TOWN or the general aggregate including products-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability- One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.
3. Umbrella Liability- Five Million dollars (\$5,000,000) for bodily injury, personal injury and property damage per occurrence in excess of

coverage carried for Employers' Liability, Commercial General Liability and Automobile Liability as described above.

4. Professional Liability – WHS will ensure that each veterinary performing services covered under this Agreement will have current professional liability insurance.

7.4 Reservation of Rights. Notwithstanding any other portions of this Agreement, nothing contained herein is intended to waive or estop the VILLAGE AND TOWN or its insurer to rely upon the limitations, defenses, and immunities contained within §§345.05 and 893.80 of the Wisconsin Statutes. To the extent that indemnification is available and enforceable, the VILLAGE AND TOWN or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.

8.0 ASSIGNMENT/TRANSFER. WHS shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of the VILLAGE AND TOWN, unless otherwise provided herein, provided that claims for money due or to become due WHS from the VILLAGE AND TOWN under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to WHS shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. WHS shall promptly provide notice of any such assignment or transfer to the VILLAGE AND TOWN.

9.0 CRIMINAL INVESTIGATIONS. The Parties recognize that matters involving criminal investigations by the VILLAGE AND TOWN Police Department require strong mutual collaboration and cooperation. The Parties will use utmost good faith and care in communicating with the public about animals in investigation situations. WHS will try to seek VILLAGE AND TOWN approval before any statements are made, and in no case will make statements regarding any pending investigation or prosecution, or the actions or inactions of the owners of animals, instead directing media inquiries on these topics to the VILLAGE AND TOWN. The VILLAGE AND TOWN may in a specific case direct WHS to further restrict its communication.

10.0 FACILITY INSPECTION. Any animal sheltered by WHS pursuant to the terms of this Agreement may be viewed by the humane officer or law enforcement officer and or other designated representative of the VILLAGE AND TOWN during the holding period to ascertain the animal's health and care, while accompanied by a WHS representative or staff member, during regular business hours or by mutual arrangement.

11.0 NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by the VILLAGE AND TOWN of any breach of the covenants of this Agreement or a waiver of any default of WHS, and the making of any such payment or

acceptance of any such service or product by the VILLAGE AND TOWN while any such default or breach shall exist shall in no way impair or prejudice the rights of the VILLAGE AND TOWN with respect to recovery of damages or other remedy as a result of such breach or default.

12.0 PAYMENT. The VILLAGE AND TOWN agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule A, which is fully incorporated herein by reference.

13.0 REPORTS. WHS agrees to make such monthly and annual reports as are required in the attached Schedule B, which is fully incorporated herein by reference. In further, upon request, WHS shall provide copies of any document constituting a “record” under Chapter 19 of the Wisconsin statutes which shall include those records required to be maintained as set forth in Wis. Stat. 173.17.

14.0 COMPLIANCE WITH STATE OF WISCONSIN OBLIGATIONS. WHS warrants that it has complied with all necessary requirements to do business in the State of Wisconsin. WHS shall notify the VILLAGE AND TOWN immediately, in writing, of any change in its registered agent, its registered agent's address, and WHS's legal status.

15.0 NOTICE.

15.1 Notice to the VILLAGE AND TOWN. Except as more specifically provided by the terms of this Agreement, notice to the VILLAGE AND TOWN shall be delivered via first class mail, return receipt requested, as follows:

VILLAGE AND TOWN of SOMERS
PO Box 197, Somers, WI 53171

15.2 Notice to WHS. Except as more specifically provided by the terms of this Agreement, notice to WHS shall be delivered via first class mail, return receipt requested, as follows:

Alison Fotsch, President & CEO
Wisconsin Humane Society
4500 W. Wisconsin Avenue
Milwaukee, WI 53208

16.0 MISCELLANEOUS.

16.1 Integrated Agreement. This document, together with any and all instruments, exhibits, schedules or addenda attached hereto or referenced herein, sets forth the complete understanding of the parties relating to the matters which are the subject hereof, and supersedes any and all prior or contemporaneous written or oral agreements, understandings and representations relating thereto.

16.2 Modifications. This Agreement may only be modified in writing signed by the Parties or any officers of such Parties with authority to bind the Party. No oral statements,

representations, or course of conduct inconsistent with the provisions of this Agreement shall be effective or binding on any Party regardless of any reliance thereon by the other.

16.3 No discrimination. During the term of this Agreement, the Parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

16.4 Choice of Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

16.5 Construction.

16.5.1 Construction Against the Drafter. Provisions for which ambiguity is found shall not be strictly construed against any party by virtue of that party having drafted or prepared the same.

16.5.2 Captions. Captions of any section or paragraph of this Agreement are for the convenience of reference only and shall not define or limit the scope of any provisions contained therein.

16.5.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. However, if any provision is prohibited by or found to be invalid or unenforceable under applicable law or for any other reason or under particular circumstances, the same shall not affect the validity or enforceability of such provision under any other circumstances or of the remaining provisions of the Agreement. Such provision shall be deemed automatically amended with the least changes necessary so as to be valid and enforceable and consistent with the intent of such provision as originally stated.

16.5.4 Tense. Use of the singular number shall include the plural and one gender shall include all others.

17.0 ASSIGNMENT. Neither Party shall assign nor transfer any interest or obligation under this Agreement without the prior written consent of the Parties except as otherwise provided in Section 8.0 of this Agreement.

18.0 THIRD-PARTY BENEFICIARIES. This Agreement is intended to be an agreement solely between the Parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or appeal existing duties, rights, benefits or privileges of any third-party or parties, including, without limitation, employees of either party.

19.0 EXECUTION IN COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

20.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT. In entering into this Agreement, the Parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their choice, concerning the legal consequences of this Agreement. They further agree that the terms of this Agreement have been completely read and explained to them and they are fully understood and voluntarily accepted.

21.0 WARRANTY OF CAPAVILLAGE AND TOWN TO EXECUTE.

21.1 _____ (title) warrant that they have the legal authority to execute this Agreement on behalf of the VILLAGE AND TOWN and to receive the consideration specified in it, and that neither they nor the VILLAGE AND TOWN have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement,

21.2 Alison Fotsch, President/CEO of WHS, warrants that they have the legal authority to execute this Agreement on behalf of WHS and to receive the consideration specified in it, and that neither they nor WHS has sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

FOR PROVIDER:

Date Signed: _____

WHS President/CEO

FOR VILLAGE AND TOWN:

VILLAGE AND TOWN OF SOMERS

Signature

Name and Title

ATTEST:

Signature

SCHEDULE A

PAYMENT

1.0 Costs.

The VILLAGE AND TOWN agrees to pay for services covered by this Agreement for the sum of \$11,311.68 annually, payable in equal monthly payments of \$942.64,

The Parties agree to a 3% increase in cost for each subsequent year.

Any services requested by the VILLAGE AND TOWN, but not covered under this contract, may be provided by WHS in its discretion, and any such services will be billed to the VILLAGE AND TOWN on an as incurred basis.

2.0 Method of Payment.

2.1 WHS shall submit an invoice to the VILLAGE AND TOWN by the 10th day of each month for the services provided in the preceding month. The VILLAGE AND TOWN shall pay the statement within thirty (30) days of receipt thereof. Invoiced amounts not paid within 30 days shall bear interest thereafter at the rate of 3% annually.

SCHEDULE B

REPORTS

Costs billed by WHS to the VILLAGE AND TOWN will be paid with public funds. The Parties acknowledge that as a custodian of public funds, the VILLAGE AND TOWN has an interest in understanding the expenses incurred by WHS in providing services under this Agreement. With that understanding, WHS agrees to provide the VILLAGE AND TOWN with the reports described below.

1.0 By the 10th day after every month of service covered by this Agreement, WHS shall submit to the VILLAGE AND TOWN of SOMERS Animal Control Officer or his/her designee a written report that shall contain the information described in 2.0 below regarding the services purchased by the VILLAGE AND TOWN during the previous month of service. The Parties have agreed to the form of report to be used and an exemplar of the report is attached as Exhibit 1 to Schedule A of the Agreement. Annually WHS shall provide the information described in 2.0 below regarding all services purchased by the VILLAGE AND TOWN as served by WHS.

2.0 For each of the following categories of animals, WHS shall report the information described in 2.1 to 2.3, below: "Dogs", "cats", "livestock" and "others".

2.1 Total number of animals in each category that were admitted under this contract.

2.2 Total number of animals in each category for which WHS provided custodial care and the total number of days for which custodial care service was provided.

2.3 Total number of animals in each category that were euthanized.

2.4 The Parties agree to work collaboratively to deliver more detailed information to provide the VILLAGE AND TOWN the ability to easily audit the aggregate numbers referenced in 2.1, 2.2, and 2.3.