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

**Village Board Meeting**
**Agenda**
**Tuesday, June 14, 2022**
**5:30 p.m.**

| **Village Board Meeting:** | |
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| **Item #** | |
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| 1 | Call to order |
| 2 | Pledge of Allegiance |
| 3 | Consent and Approval of Minutes of Regular meetings on May 24, 2022, Minutes of Special Board Meeting on June 7, 2022, Vouchers dated May 26, 2022, June 2, 2022 and June 9, 2022 |
| 4 | Correspondence: |
| 5 | Citizens Comments |
| 6 | President and Trustee Comments |
| 7 | Presentation from Root, Pike Win and US Army Corp of Engineers regarding Kilbourn Ditch Environmental Corridor Restoration Project and potential funding from the U.S. Army Corps of Engineers and possible action on execution of letter of interest |
| 8 | Plan Commission Recommendation (Carthage College):<br><br>**a.** Action on request by Carthage College, 2001 Alford Park Dr., Kenosha, WI 53140; Phillip Godin, 6301 Green Bay Rd., Kenosha, WI 53142; Adams Outdoor Advertising LTD, 102 E Badger Rd., Madison, WI 53713 (Owners), Mark Molinaro, Jr., 600 52nd St., Suite 220, Kenosha, WI 53140 (Agent), for an amendment to the land use plan map for the Village of Somers (Map 80) as adopted in the Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035 from "Medium-Density Residential" to "Governmental and Institutional", on Tax Parcels #83-4-223-184-0695, -0700, -0705, -0710, -0715, -0720 & -0725, located in the SE 1/4 of Section 18, T2N, R22E, Village of Somers. *(For informational purposes only, this parcel is located at 17th Street, 809 17th Street, 815 17th Street, 819 17th Street, and Sheridan Road.)* |

**b.** Action on request by Carthage College, 2001 Alford Park Dr., Kenosha, WI 53140; Phillip Godin, 6301 Green Bay Rd., Kenosha, WI 53142; Adams Outdoor Advertising LTD, 102 E Badger Rd., Madison, WI 53713 (Owners), Mark Molinaro, Jr., 600 52nd St., Suite 220, Kenosha, WI 53140 (Agent), for a rezoning from B-3 Highway Business Dist. & R-5 Urban Single-Family Residential Dist. to I-1 Institutional Dist., and PUD Overlay to allow for PUD Overlay District to allow for a 10-foot rear setback on Tax Parcels #83-4-223-184-0695, -0700, -0705, -0710, -0715, -0720 & -0725, located in the SE 1/4 of Section 18, T2N, R22E, Village of Somers. (For informational purposes only, this parcel is located at 17th Street, 809 17th Street, 815 17th Street, 819 17th Street, and Sheridan Road.)

**c.** Action on request by Carthage College, 2001 Alford Park Dr., Kenosha, WI 53140; Phillip Godin, 6301 Green Bay Rd., Kenosha, WI 53142; Adams Outdoor Advertising LTD, 102 E Badger Rd., Madison, WI 53713 (Owners), Mark Molinaro, Jr., 600 52nd St., Suite 220, Kenosha, WI 53140 (Agent), for approval of a Certified Survey to combine Tax Parcels #83-4-223-184-0695, -0700, -0705, -0710, -0715, -0720 & -0725 into one (1) Lot, located in the SE 1/4 of Section 18, T2N, R22E, Village of Somers. *(For informational purposes only, this parcel is located at 17th Street, 809 17th Street, 815 17th Street, 819 17th Street, and Sheridan Road.)*

**d.** Action on request by Carthage College, 2001 Alford Park Dr., Kenosha, WI 53140; Phillip Godin, 6301 Green Bay Rd., Kenosha, WI 53142; Adams Outdoor Advertising LTD, 102 E Badger Rd., Madison, WI 53713 (Owners), Mark Molinaro, Jr., 600 52nd St., Suite 220, Kenosha, WI 53140 (Agent), for site plan review and exterior fenestration review on Tax Parcels #83-4-223-184-0695, -0700, -0705, -0710, -0715, -0720 & -0725, located in the SE 1/4 of Section 18, T2N, R22E, Village of Somers. *(For informational purposes only, this parcel is located at 17th Street, 809 17th Street, 815 17th Street, 819 17th Street, and Sheridan Road.)*

**e.** Discussion and possible action on proposed Development Agreement between the Village of Somers and Carthage College for project located on Tax Parcels #83-4-223-184-0695, -0700, -0705, -0710, -0715, -0720 & -0725, (For informational purposes only, this parcel is located at 17th Street, 809 17th Street, 815 17th Street, 819 17th Street, and Sheridan

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|---|---|
| | Road.) |
| 9 | Public Hearing on “Class A” & Class “A” and “Class B” & Class “B” License Renewals |
| 10 | Action on Class “A” & “Class A” License Renewals (Spreadsheet attached) |
| 11 | Action on “Class B” Class “B” & “Class C” License Renewals (Spreadsheet Attached) |
| 12 | Public Hearing on Cabaret License Renewals |
| 13 | Action on Cabaret License Renewals |
| 14 | Action on Tobacco & Cigarette License Renewals |
| 15 | Action on Amusement Device License Renewals |
| 16 | Public Hearing on Jerry Smith Farms Probationary Cabaret License |
| 17 | Discussion and possible action on Jerry Smith Farms Probationary Cabaret License |
| 18 | Action on application for Class “B” (Picnic) Beer License from The Friends of Hawthorn Hollow for their Pike River Benefit Concert Series on June 17, July 22, and August 19, 2022, and for their Walk in the Woods Art Fair on September 10, 2022. Located at 880 Green Bay Road, Kenosha, Wisconsin 53144, and requests to waive fees |
| 19 | Discussion and Possible action on proposed Development Agreement between the Village of Somers and Flint 94 Commerce Center, LLC for project located on Tax Parcel #s 82-4-221-131-0203, 82-4-221-131-0301, 82-4-221-131-0210, (For informational purposes only, this property is located at 12th Street, 1420 120th Ave., and W Frontage Rd.) |
| 20 | Action on proposed Ordinance 2022-005, an Ordinance to recreate section 21.14(D) of the code of Ordinances of the Village of Somers relating to exterior premises being kept free of tall grass, weeds, and other noxious vegetation |
| 21 | Discussion and possible action on change order #1 from Globe Contractors, Inc for the CTH A & CTH Y Water Main Relay Construction Project |
| 22 | Discussion and possible action on partial payment request #1 Globe Contractors, Inc for the CTH A & CTH Y Water Main Relay Construction Project in the amount of $250,516.50 |
| 23 | Approval of Operator Licenses: Darren Holland, Stephany Koke, Alyssa Bailey, Aminah Williams, Kayla Jaworski, Amy Murphy, Tanya Kraintz, Mary Jozefowski, Kimberly Kaye, Tesa Haines, Jessica Vasquez, Samuel Johnson, Terri Keeling, Stephanie LoCascio, Hannah Lee, Saveria Tenuta, Devin Kramer, Bryce Bailey, and Calvin Hightower |
| 24 | Adjourn |

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the June 14, 2022, Village Board & Meeting Agenda in 1 public place & on the Village website.

Dated this 10th day of June 2022 Brandi Baker 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**

Original Post Date: June 10, 2022

**Village of Somers**
**Proceedings from the Regular Board Meeting May 24th, 2022**

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

President Stoner led the Pledge of Allegiance.

Present: President George Stoner, Trustees Gregg Sinnen, Karl Ostby, Jack Aupperle, Jackie Nelson, Joe Smith, and Ben Harbach. Also present: Administrator Jason Peters, Deputy Clerk/Treasurer Brandi Baker, and Attorney Jeff Davison.

**Consent and Approval of Minutes of Regular meetings on May 10, 2022 Vouchers dated May 13, 2022 and May 19, 2022**

Trustee Sinnen mentioned the correction needed for the May 10th, 2022, minutes, it should state two stipends for Administrator Peters and Fire Chief Andersen.

Trustee Aupperle moved to approve minutes of Regular meetings on May 10, 2022 Vouchers dated May 13, 2022 and May 19, 2022
Seconded by Trustee Ostby. Motion carried. 7-0 vote.

**Correspondence**

None

**Citizen Comments**

Chris Hansen 2913 10th PL- Concerned about the increase in the water rates

Carson Wilkinson 6337 50th St- Expressed his support for the proposed stipend for the Paid-on Call members of the Fire Department

Nathan Vaughn (Ayres Associates) 20975 Saienson Dr Waukesha
Introducing himself in regards to Agenda item 14-The GPS/GIS project

**President and Trustee Comments**

President Stoner continuing to work with developers, hoping to have the generator for the lift station finished by the end of the month. Projects are moving along.

**Plan Commission Recommendation: (First Park 94):**

**Action on request by First Park 94 LLC, 1661 Feehanville Drive Suite 400, Mt Prospect, IL 60056 (Owner), Dave Riley, Riley Construction, 5301 99th Avenue, Kenosha, WI (Agent), for a Certified Survey Map (dated March 8, 2022 and prepared by John P. Konopacki of Pinnacle Engineering Group) to re-subdivide Lot 2 of CSM No. 2825 (tax parcel # 82-4-222-282-0300) into one (1) 49.0747-acre parcel, one (1) 30.0445-acre parcel and one (1) 204.5299-acre parcel, located in the SW ¼ of Section 21 and the NW ¼ of Section 28, Township 2 North, Range 22 East, Village of Somers. (For informational purposes only, this parcel is located at 2819 88th Avenue.)**

Trustee Harbach moved to approve the action on request by First Park 94 LLC, 1661 Feehanville Drive Suite 400, Mt Prospect, IL 60056 (Owner), Dave Riley, Riley Construction, 5301 99th Avenue, Kenosha, WI (Agent), for a Certified Survey Map (dated March 8, 2022 and prepared by John P. Konopacki of Pinnacle Engineering Group) to re-subdivide Lot 2 of CSM No. 2825 (tax parcel # 82-4-222-282-0300) into one (1) 49.0747-acre parcel, one (1) 30.0445-acre parcel and one (1) 204.5299-acre parcel, located in the SW ¼ of Section 21 and the NW ¼ of Section 28, Township 2 North, Range 22 East, Village of Somers. (For informational purposes only, this parcel is located at 2819 88th Avenue.)

Seconded by Trustee Ostby. Motion Carried.7-0 vote.

**Action on request by First Park 94 LLC, 1661 Feehanville Dr. Suite 400, Mt Prospect, IL 60056 (Owner), Dave Riley, Riley Construction, 5301 99th Avenue, Kenosha, WI (Agent), for overall site plan and exterior fenestration on part of Tax Parcel # 82-4-222-282-0300, located in the SW ¼ of Section 21 and the NW ¼ of Section 28, Township 2 North, Range 22 East, Village of Somers. (For informational purposes only, this parcel is located at 2819 88th Avenue.)**

Trustee Aupperle moved to approve the action on request by First Park 94 LLC, 1661 Feehanville Dr. Suite 400, Mt Prospect, IL 60056 (Owner), Dave Riley, Riley Construction, 5301 99th Avenue, Kenosha, WI (Agent), for overall site plan and exterior fenestration on part of Tax Parcel # 82-4-222-282-0300, located in the SW ¼ of Section 21 and the NW ¼ of Section 28, Township 2 North, Range 22 East, Village of Somers. (For informational purposes only, this parcel is located at 2819 88th Avenue.)

Seconded by Trustee Ostby. Motion carried. 7-0 vote.

**Action on 5th Amendment to Master Agreement between the Village of Somers and First Park 94, LLC, for "First Industrial Park of Somers"**

Trustee Nelson moved to approve the action on 5th Amendment to Master Agreement between the Village of Somers and First Park 94, LLC, for "First Industrial Park of Somers"

Seconded by Trustee Aupperle. Motion carried. 7-0 vote.

**Plan Commission Recommendation (Maplecrest Country Club):**

**Discussion and possible action on request by Maplecrest Country Club Inc, 9401 18th St, Kenosha, WI 53144-7748 (Owner), David Nankin, Legacy Varin, 430 Park Avenue 2A, Highland Park, IL 60035 (Agent), for site plan review and exterior fenestration review on Tax Parcel # 82-4-222-201-0100, located in the NE 1/4 of Section 20, T2N, R22E, Village of Somers. (For informational purposes only, this parcel is located at 9401 18th Street.)**

Trustee Aupperle moved to approve the request by Maplecrest Country Club Inc, 9401 18th St, Kenosha, WI 53144-7748 (Owner), David Nankin, Legacy Varin, 430 Park Avenue 2A, Highland Park, IL 60035 (Agent), for site plan review and exterior fenestration review on Tax Parcel # 82-4-222-201-0100, located in the NE 1/4 of Section 20, T2N, R22E, Village of Somers. (For informational purposes only, this parcel is located at 9401 18th Street.)

Seconded by Trustee Ostby.

Trustee Nelson moved to amend the motion to request by Maplecrest Country Club Inc, 9401 18th St, Kenosha, WI 53144-7748 (Owner), David Nankin, Legacy Varin, 430 Park Avenue 2A, Highland Park, IL 60035 (Agent), for site plan review on Tax Parcel # 82-4-222-201-0100, located in the NE 1/4 of Section 20, T2N, R22E, Village of Somers. (For informational purposes only, this parcel is located at 9401 18th Street.)

Seconded by Trustee Sinnen. Motion carried. 7-0 vote.

**Discussion and possible action on change order #2 from Camosy Construction Inc. for Lift Station No. 1A and Water Transfer Station**

Trustee Aupperle moved to approve the action on change order #2 from Camosy Construction Inc. for Lift Station No. 1A and Water Transfer Station.

Seconded by Trustee Smith.

Doug Snyder, Village Engineer explained the change order.

ROLL CALL: Nelson aye, Sinnen nay, Stoner aye, Aupperle aye, Ostby aye, Harbach aye, Smith aye. Motion carried. 6-1 vote.

**Discussion and possible action on request for partial payment #13 from Camosy Construction Inc. in the amount of $347,822 for work on Lift Station 1A and Water Transfer Station**

Trustee Harbach moved to approve the request for partial payment #13 from Camosy Construction Inc. in the amount of $347,822 for work on Lift Station 1A and Water Transfer Station

Seconded by Trustee Aupperle. Motion carried. 7-0 vote.

**Discussion and possible action on request for partial payment #1 from Willkomm Excavating & Grading, Inc. in the amount of $409,779.36 for work on 2022 Water Mains (Becknell & First Park 94)**

Trustee Sinnen moved to approve the request for partial payment #1 from Willkomm Excavating & Grading, Inc. in the amount of $409,779.36 for work on 2022 Water Mains (Becknell & First Park 94)

Seconded by Trustee Aupperle. Motion carried. 7-0 vote.

**Action on bid received for 2022 Roadway Improvements Program ((22nd Street (5000 Block to Green Bay Road), 4th Street, 49th Avenue, & 5th Place, 28th Avenue (CTH KR to Termination)) to Payne & Dolan in the amount of $460,120.17**

Trustee Aupperle moved to approve the Action on bid received for 2022 Roadway Improvements Program ((22nd Street (5000 Block to Green Bay Road), 4th Street, 49th Avenue, & 5th Place, 28th Avenue (CTH KR to Termination)) to Payne & Dolan in the amount of $460,120.17

Seconded by Trustee Ostby. Motion carried.7-0 vote

**Discussion and possible action on requests for proposals received for the 2022 GPS/GIS Inventory & Development CIP project**

Trustee Sinnes moved to approve the proposal for Ayres for the 2022 GPS/GIS Inventory & Development CIP project.

Seconded by Trustee Ostby. Motion Carried. 7-0 vote.

**Action on promotion of Bryan Paielli from a labor grade of Public Works I to a labor grade of Public Works II**

Trustee Aupperle moved to approve the Action on promotion of Bryan Paielli from a labor grade of Public Works I to a labor grade of Public Works II

Seconded by Trustee Sinnen. Motion carried.7-0 vote

**Action on Clerk/Treasurer Employment Agreement with Brandi Baker, term ending December 31st, 2024**

Trustee Ostby moved to approve the Action on Clerk/Treasurer Employment Agreement with Brandi Baker, term ending December 31st, 2024

Seconded by Trustee Nelson. Motion carried. 7-0 vote

**Approval of Operator's Licenses: Linda Timmons and Melissa Jakubowski**

Trustee Aupperle moved to approve Operator's Licenses: Linda Timmons and Melissa Jakubowski.

Seconded by Nelson. Motion carried 6-0 vote, Trustee Smith abstained from the vote.

**Denial of Operator's Licenses: Kandis Harris**

Trustee Aupperle moved to deny Operator's Licenses: Kandis Harris.

Seconded by Trustee Nelson. Motion carried 7 -0 vote.

**Discussion and possible action on stipend for all Paid-on Call (POC) members of the Fire Department who are in good standing as of 5/12/22 in the amount of $500 each.**

Trustee Nelson moved to approve a stipend for all Paid-on Call (POC) members of the Fire Department who are in good standing as of 5/12/22, paid in two increments of $250 at the end of June and the end of December.

Seconded by Trustee Ostby. Motion carried. 7-0 vote.

**Adjourn**

Trustee Ostby moved to adjourn at 6:31pm.

Seconded by Trustee Aupperle. Motion carried. 7-0 vote.

Drafted this 25th day of May 2022 by Brandi Baker Deputy Clerk/Treasurer

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

**Village of Somers**
**Proceedings from the Special Board Meeting June 7th, 2022**

President Stoner called the meeting to order at 6:42 p.m.

President Stoner led the Pledge of Allegiance.

Present: President George Stoner, Trustees Gregg Sinnen, Jack Aupperle, Jackie Nelson, Joe Smith, and Ben Harbach. Trustee Karl Ostby appeared via Microsoft Teams. Also present: Administrator Jason Peters, Clerk/Treasurer Brandi Baker, and Attorney Jeff Davison.

**Citizen Comments**

Don Rorek 601 14th Pl- expressed his disappointed in the Sheridan Road project.

**Action to approve Tanya Ealy as a Deputy Clerk/Treasurer**

Trustee Aupperle moved to approve Tanya Ealy as Deputy Clerk/Treasurer/

Seconded by Trustee Smith. Motion carried. 7-0 vote.

Discussion and possible action on the applications for Class "B" (Picnic) Beer License from Kenosha Shrine Club for events on June 11, 2022, June 12, 2022, June 18, 2022, and June 19, 2022. Events to be held at Jerry Smith Farm, 7150 18th Street, and to waive fees

Trustee Harbach moved to approve the applications for Class "B" (Picnic) Beer License from Kenosha Shrine Club for events on June 11, 2022, June 12, 2022, June 18, 2022, and June 19, 2022. Events to be held at Jerry Smith Farm, 7150 18th Street, and to waive fees.

Seconded by Trustee Aupperle. Motion carried. Trustee Smith abstained from vote. 6-0 vote.

**Adjourn**

Trustee Sinnen moved to adjourn at 6:47p.m.

Seconded by Trustee Nelson. Motion carried. 7-0 vote.

Drafted this 8th day of June by Brandi Baker, Clerk/Treasurer

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

| Check Date | Bank | Check | Vendor | Vendor Name | Amount |
|---|---|---|---|---|---|
| Bank POOL POOLED CASH | | | | | |
| 05/26/2022 | POOL | 60349 | CAMOSY | CAMOSY INCORPORATED | 347,822.00 |
| 05/26/2022 | POOL | 60350 | CARPETLAND | CARPETLAND USA | 8,287.00 |
| 05/26/2022 | POOL | 60351 | SPECTRUM | CHARTER COMMUNICATIONS | 21.90 |
| 05/26/2022 | POOL | 60352 | SPECTRUM | CHARTER COMMUNICATIONS | 344.16 |
| 05/26/2022 | POOL | 60353 | CLAWZ | CLAWZ & PAWZ | 435.00 |
| 05/26/2022 | POOL | 60354 | CORE | CORE & MAIN LP | 1,549.25 |
| 05/26/2022 | POOL | 60355 | DIVERESCUE | DIVE RESCUE INTERNATIONAL INC | 1,344.82 |
| 05/26/2022 | POOL | 60356 | EMC | EMC INSURANCE COMPANIES | 2,000.00 |
| 05/26/2022 | POOL | 60357 | UHS001 | FROEDTERT SOUTH INC | 26.50 |
| 05/26/2022 | POOL | 60358 | GAT001 | GATEWAY TECHNICAL COLLEGE | 4,770.22 |
| 05/26/2022 | POOL | 60359 | GENCOM | GENERAL COMMUNICATIONS INC | 195.00 |
| 05/26/2022 | POOL | 60360 | HJSMET | H J SMET & SON CONSTRUCTION INC | 1,710.00 |
| 05/26/2022 | POOL | 60361 | HLK001 | HOERNEL LOCK & KEY INC | 49.50 |
| 05/26/2022 | POOL | 60362 | JEF001 | JEFFERSON FIRE & SAFETY INC | 762.86 |
| 05/26/2022 | POOL | 60363 | KTC001 | KENOSHA TROPHY COMPANY | 12.00 |
| 05/26/2022 | POOL | 60364 | LIVEACTION | LIVE ACTION SAFETY | 355.64 |
| 05/26/2022 | POOL | 60365 | REFUND BD | MASTER CRAFT BUILDERS | 1,350.00 |
| 05/26/2022 | POOL | 60366 | MEN001 | MENARDS - RACINE | 182.29 |
| 05/26/2022 | POOL | 60367 | NAP001 | NAPA AUTO PARTS | 343.41 |
| 05/26/2022 | POOL | 60368 | PAT001 | PATS SERVICES INC | 150.00 |
| 05/26/2022 | POOL | 60369 | POST | POSTMASTER | 265.00 |
| 05/26/2022 | POOL | 60370 | PROFESSION | PROFESSIONAL INTERPRETING ENTERPRS | 400.00 |
| 05/26/2022 | POOL | 60371 | RICOHUSA | RICOH USA, INC | 193.43 |
| 05/26/2022 | POOL | 60372 | SBS001 | SAFEGUARD BUSINESS SYSTEMS | 541.81 |
| 05/26/2022 | POOL | 60373 | PEREZ | SANDRO PEREZ | 434.52 |
| 05/26/2022 | POOL | 60374 | STAPLEAD | STAPLES | 33.71 |
| 05/26/2022 | POOL | 60375 | REFUND BD | STEPPING STONE HOMES | 1,350.00 |
| 05/26/2022 | POOL | 60376 | WEE001 | WE ENERGIES | 53.89 |
| 05/26/2022 | POOL | 60377 | WISDNR | WISCONSIN DNR | 1,000.00 |

POOL TOTALS:

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|---|---|
| Total of 29 Checks: | 375,983.91 |
| Less 0 Void Checks: | 0.00 |
| Total of 29 Disbursements: | 375,983.91 |

CHECK REGISTER FOR VILLAGE OF SOMERS
CHECK DATE FROM 06/02/2022 - 06/02/2022



| Check Date | Bank | Check | Vendor | Vendor Name | Amount |
|---|---|---|---|---|---|
| Bank POOL POOLED CASH | | | | | |
| 06/02/2022 | POOL | 60378 | BRUM | ANN BRUMBACK | 47.15 |
| 06/02/2022 | POOL | 60379 | AAC001 | ASSOCIATED APPRAISAL | 2,677.16 |
| 06/02/2022 | POOL | 60380 | SKUNDBERG | AUSTIN SKUNDBERG | 247.24 |
| 06/02/2022 | POOL | 60381 | BAKER | BRANDI BAKER | 60.84 |
| 06/02/2022 | POOL | 60382 | TRI-VISA | CARDMEMBER SERVICE | 1,567.69 |
| 06/02/2022 | POOL | 60383 | CORE | CORE & MAIN LP | 1,165.00 |
| 06/02/2022 | POOL | 60384 | DULANEY | CYNTHIA RENEE DULANEY | 428.75 |
| 06/02/2022 | POOL | 60385 | EMC | EMC INSURANCE COMPANIES | 16,563.12 |
| 06/02/2022 | POOL | 60386 | EME001 | EMERGENCY MEDICAL PRODUCTS INC | 65.33 |
| 06/02/2022 | POOL | 60387 | GAT001 | GATEWAY TECHNICAL COLLEGE | 1,105.50 |
| 06/02/2022 | POOL | 60388 | STO001 | GEORGE STONER | 311.99 |
| 06/02/2022 | POOL | 60389 | JCLICHT | JC LICHT LLC | 3.40 |
| 06/02/2022 | POOL | 60390 | SOR001 | JOHN E SORENSEN | 58.72 |
| 06/02/2022 | POOL | 60391 | JOHNS | JOHNS DISPOSAL SERVICE INC | 118,039.80 |
| 06/02/2022 | POOL | 60392 | KWU001 | KENOSHA WATER UTILITY | 34,816.61 |
| 06/02/2022 | POOL | 60393 | POIRIER | KEVIN POIRIER | 1,900.00 |
| 06/02/2022 | POOL | 60394 | MCDEVITTS | MCDEVITTS TOWING & REPAIR | 1,039.00 |
| 06/02/2022 | POOL | 60395 | REGFEE | REGISTRATION FEE TRUST | 165.50 |
| 06/02/2022 | POOL | 60396 | REFUND TAX | RODNEY W & DELAINE D OTTUM | 302.70 |
| 06/02/2022 | POOL | 60397 | STERICYCLE | STERICYCLE INC | 15.25 |
| 06/02/2022 | POOL | 60398 | THEJOURNAL | THE JOURNAL TIMES | 868.52 |
| 06/02/2022 | POOL | 60399 | TKITZ | TIMOTHY KITZMAN | 20.50 |
| 06/02/2022 | POOL | 60400 | USPOST | US POSTMASTER | 332.99 |
| 06/02/2022 | POOL | 60401 | WEE001 | WE ENERGIES | 124.60 |
| 06/02/2022 | POOL | 60402 | WEE002 | WE ENERGIES | 88.30 |
| 06/02/2022 | POOL | 60403 | WAM001 | WILLIAM A MORRIS | 149.42 |
| 06/02/2022 | POOL | 60404 | WILLEXCV | WILLKOMM EXCAVATING & GRADING | 409,779.36 |

POOL TOTALS:

| | |
|---|---|
| Total of 27 Checks: | 591,944.44 |
| Less 0 Void Checks: | 0.00 |
| Total of 27 Disbursements: | 591,944.44 |

| Check Date | Bank | Check | Vendor | Vendor Name | Amount |
|---|---|---|---|---|---|
| Bank POOL POOLED CASH | | | | | |
| 06/09/2022 | POOL | 60406 | AIR001 | AIRGAS USA, LLC | 362.39 |
| 06/09/2022 | POOL | 60407 | AT&T001 | AT&T | 262.70 |
| 06/09/2022 | POOL | 60408 | AT&T001 | AT&T | 113.80 |
| 06/09/2022 | POOL | 60409 | AT&TMOB | AT&T MOBILITY | 619.24 |
| 06/09/2022 | POOL | 60410 | BAXTER | BAXTER & WOODMAN | 44,886.20 |
| 06/09/2022 | POOL | 60411 | BAXTER | BAXTER & WOODMAN | 12,692.41 |
| 06/09/2022 | POOL | 60412 | BRIGHTLY | BRIGHTLY SOFTWARE INC | 9,405.00 |
| 06/09/2022 | POOL | 60413 | EME001 | EMERGENCY MEDICAL PRODUCTS INC | 925.09 |
| 06/09/2022 | POOL | 60414 | GENCOM | GENERAL COMMUNICATIONS INC | 5,512.01 |
| 06/09/2022 | POOL | 60415 | TEIGLAND | HEATHER TEIGLAND | 176.66 |
| 06/09/2022 | POOL | 60416 | KCSHERIF | KENOSHA CO SHERIFF DEPT | 54,136.22 |
| 06/09/2022 | POOL | 60417 | KEN002 | KENOSHA COUNTY TREASURER | 1,218.00 |
| 06/09/2022 | POOL | 60418 | KWU002 | KENOSHA WATER UTILITY | 64,208.15 |
| 06/09/2022 | POOL | 60419 | OLENICZAK | OLENICZAK LAW LLC | 2,405.70 |
| 06/09/2022 | POOL | 60420 | RITZHOLM | RITZ HOLMAN LLP | 27,562.50 |
| 06/09/2022 | POOL | 60421 | RITZHOLM | RITZ HOLMAN LLP | 3,712.50 |
| 06/09/2022 | POOL | 60422 | ROBERTHALF | ROBERT HALF | 20,000.00 |
| 06/09/2022 | POOL | 60423 | SAMSMC | SAM'S CLUB MC/SYNCB | 1,622.00 |
| 06/09/2022 | POOL | 60424 | TELEFLEX | TELEFLEX LLC | 677.50 |
| 06/09/2022 | POOL | 60425 | ULINE | ULINE | 128.47 |
| 06/09/2022 | POOL | 60426 | UNINS | UNEMPLOYMENT INSURANCE | 72.22 |
| 06/09/2022 | POOL | 60427 | USPOST | US POSTMASTER | 260.00 |
| 06/09/2022 | POOL | 60428 | WICOURT | WI COURT FINES & SURCHARGES | 3,692.13 |
| 06/09/2022 | POOL | 60429 | WDT001 | WI DEPT OF TRANSPORTATION | 751.23 |

POOL TOTALS:

| | |
|---|---|
| Total of 24 Checks: | 255,402.12 |
| Less 0 Void Checks: | 0.00 |
| Total of 24 Disbursements: | 255,402.12 |

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

**MEETING DATE:** June 14, 2022

**TO:** Village President Stoner and Village Trustees

**PREPARED BY:** Brandi Baker, Clerk-Treasurer

**AGENDA ITEM:** #7 Presentation from Root, Pike Win and US Army Corp of Engineers regarding Kilbourn Ditch Environmental Corridor Restoration Project and potential funding from the U.S. Army Corps of Engineers and possible action on execution of letter of interest

BACKGROUND:

On April 26th, Administrator Peters, Trustee Smith, and President Stoner met with Executive Director Dave Giordano to discuss the possible restoration of the Kilbourn Ditch. Director Giordano explained that based on the success of securing funding for the Pike River restoration that the Army Corp of Engineers have expressed an interest in restoring the Kilbourn Ditch. The process to secure the funds would be very similar to the Pike River project. One of the grants to be pursued would be the U.S. Army Corps of Engineers 206 grant. In order to begin the process, a local municipality must submit a letter of interest. This letter has been drafted by Root, Pike, Win and provided to the Village.

PRIOR ACTION TAKEN:

Executive Director Giordano introduced this matter to the Board at our May 17th Work Session. The Board had several questions and requested that a representative from the Army Corp of Engineers be present at a meeting to further explain the project and the processes involved to secure the 206 grant.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Frank Veraldi of the US Army Corp of Engineers will be in attendance at our June 14th Board Meeting to answer any questions you may have regarding the process and the letter of interest. Administrator Peters has added this item for possible action, if the Board so chooses, to direct President Stoner to sign the proposed letter of interest.

ATTACHMENTS:

Root Pike Win Presentation from 5/17/2022

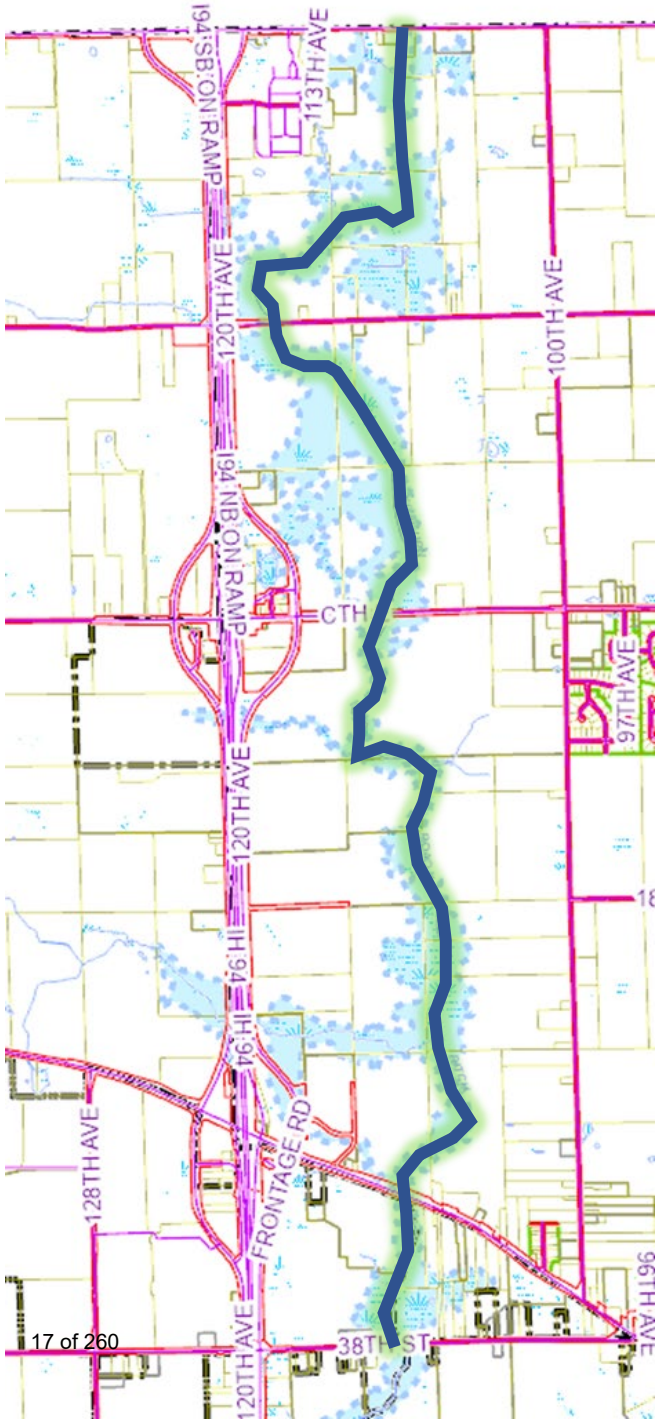
Proposed Letter of Interest

# U.S. Army Corps of Engineers Section 206 Grant Summary

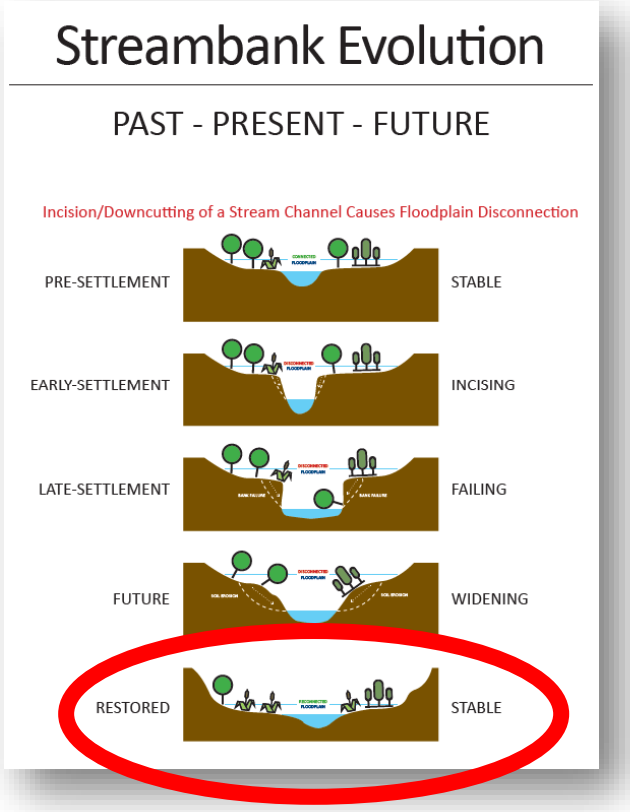
The **KILBOURN PARTNERSHIP** Proposal for Funding the Kilbourn Ditch Restoration

VISION:

1) Maximize the use of the undevelopable floodplain
2) Reduce flooding and woody debris impacts
3) Increase water / habitat quality to the Des Plaines watershed
4) Create downstream integrity for future developments
5) Use a partnership approach that shares the local share for grants

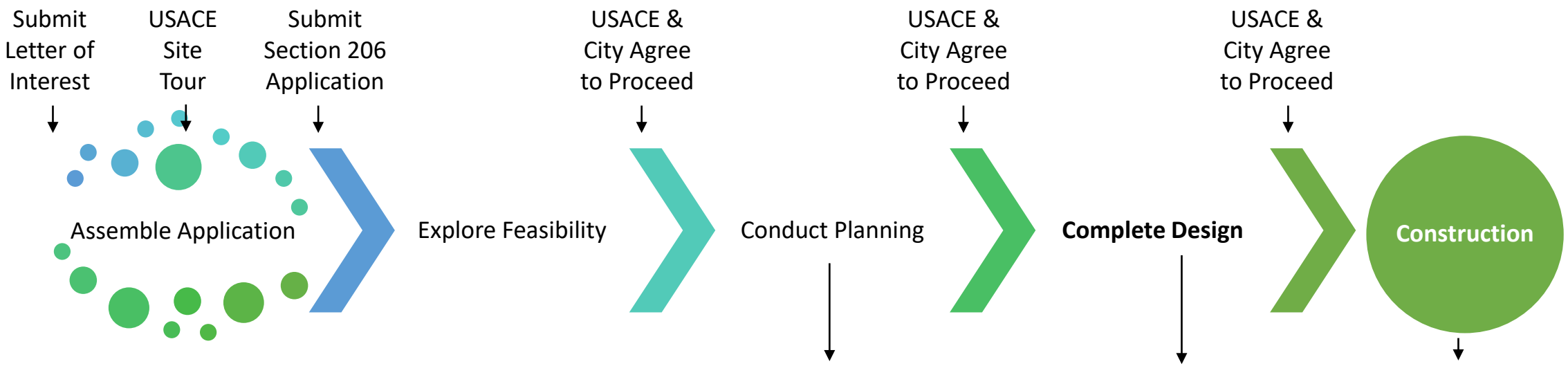




# U.S. Army Corps of Engineers Section 206 Grant Summary

The **KILBOURN PARTNERSHIP** Proposal for Funding the Kilbourn Ditch Restoration




| | | | | |
|---|---|---|---|---|
| FUNDING REQUIREMENTS: | USACE: | up to $100K | 50% | 65% |
| | Village of Somers: | $0K | 50%* | 35%* |
| | | | *can be offset with non-federal grants | |
| PROGRAM ESTIMATE: | USACE: | $100K | $400,000 | $10,000,000 |
| | "Kilbourn Partnership": | $0K (municipalities share cost) | $400,000 | $6,000,000 |
| | | | **$800,000** | **$16,000,000** |

THE KILBOURN PARTNERSHIP: Village of Somers, City of Kenosha, Kenosha County, Village of Pleasant Prairie, Lake County, WDNR, Other Grantors

# The Kilbourn Partnership Funding Pathway

| U.S. Army Corps of Engineers Section 206 Grant Program | STAGE ONE: RESEARCH & CONCEPTING | STAGE TWO: DESIGN | STAGE THREE: CONSTRUCTION |
|---|---|---|---|
| **FEDERAL SHARE (USACE)** | 100% | 50% | 65% |
| **LOCAL SHARE** | 0 | 50% | 35% |
| *cost ceiling (could be less)* | **$100,000** | **~$800,000** | **~$16,000,000** |
| | | | |
| **POSSIBLE LOCAL SHARE PARTNERS** | **$0** | **$400,000** | **$5,600,000** |
| Village of Somers | $0 | $125,000 | $1,000,000 |
| City of Kenosha | $0 | $100,000 | $1,000,000 |
| Kenosha County | $0 | $50,000 | $500,000 |
| Village of Pleasant Prairie | $0 | $100,000 | $1,000,000 |
| Grantor 1 (WDNR?) | $0 | $0 | $1,000,000 |
| Grantor 2 (Nature Conservancy?) | $0 | $0 | $600,000 |
| Grantor 3 (tbd) | $0 | $0 | $250,000 |
| Lake County | $0 | $25,000 | $250,000 |
| | **$0** | **$400,000** | **$5,600,000** |

based on the Pike River South Branch

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May 18th, 2022

Susanne J. Davis, P.E.
Chief, Planning Branch, Chicago District
U.S. Army Corps of Engineers – Chicago District
231 South LaSalle Street, Suite 1500
Chicago, Illinois 60604

RE: KILBOURN DITCH ENVIRONMENTAL CORRIDOR RESTORATION IN THE VILLAGE OF SOMERS

Ms. Davis:

This letter is to seek the assistance of the U.S. Army Corps of Engineers under Section 206 of the Water Resources Development Act of 1996, or under Section 506 of the Water Resources Development Act 2000 for an aquatic ecosystem restoration project in the Kilbourn Ditch sub-watershed in the Village of Somers.

According to a Southeastern Wisconsin Regional Planning Commission (SEWRPC) study from 2011, the Des Plaines River, including the Kilbourn Ditch, lacks the complement of fish normally occurring in natural waters. About one-quarter of the original wetlands are estimated to exist. The loss of diversity and of intolerant species is due to the draining and filling of wetlands, ditching and realignment of stream channels, runoff from agricultural lands and construction sites, fluctuations of water flow, and runoff waters containing pesticides and fertilizers. The Water Quality Status of the Kilbourn Ditch is rated as "Poor" according to the WDNR (2017).

Root-Pike Watershed Initiative Network (WIN) introduced the Kilbourn Ditch Environmental Corridor Restoration project to USACE's Frank Veraldi via email communications early this month. Root-Pike WIN is assisting us in the early restoration strategy for the Kilbourn Ditch and has introduced the Village to USACE's other Section 206 projects in the area – the Pike River North and South Branches. Our goal is to restore the Kilbourn Ditch corridor, so water quality, native habitat, and related stormwater and wellness benefits are realized for our community and those downstream into Northern Illinois. Also, Root-Pike WIN has begun discussions with municipalities downstream with the intent to develop a partnership of cost-sharing and stewardship for the Kilbourn Ditch.

We are aware as local sponsor that, when the agreed upon design is complete, we will assume costs for lands, easements, right-of-way, relocations, and disposal areas (LERRD) and/or assume costs to demonstrate ownership of such. We also will assume responsibility, contingent on contributions from our other municipal partners, yet to be determined, for any operation and maintenance of the project. We also understand that there is 50% non-federal match if the project moves into design and a 35% match if the project is approved for construction, and the maximum federal cost share for construction costs would be no more than $10 million. Finally,

we understand that a final design for the Kilbourn Ditch will be developed cooperatively with the USACE and our partners, and there is no financial obligation at this time by signing this letter.

Thank you for the opportunity to provide you details on the Kilbourn Ditch sub-watershed for your consideration of possible funding through Section 206/506 Aquatic Ecosystem Restoration Projects. Please let me know if you have any questions or require any additional information on the project.

Sincerely,

George Stoner
President

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

**WORK SESSION:** June 14, 2022

**TO:** Village President Stoner and Board of Trustees

**FROM:** Jason J. Peters, Administrator

**AGENDA ITEM:** #8 Discuss Plan Commission Recommendation (Carthage College):

a. Request by: Carthage College, 2001 Alford Park Dr., Kenosha, WI 53140; Phillip Godin, 6301 Green Bay Rd., Kenosha, WI 53142; Adams Outdoor Advertising LTD, 102 E Badger Rd., Madison, WI 53713 (Owners), Mark Molinaro, Jr., 600 52nd St., Suite 220, Kenosha, WI 53140 (Agent), requests an amendment to the land use plan map for the Village of Somers (Map 80) as adopted in the Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035 from “Medium-Density Residential" to “Governmental and Institutional", on Tax Parcels #83-4-223-184-0695, -0700, -0705, -0710, -0715, -0720 & -0725, located in the SE 1/4 of Section 18, T2N, R22E, Village of Somers. (For informational purposes only, this parcel is located at 17th Street, 809 17th Street, 815 17th Street, 819 17th Street, and Sheridan Road.)

b. Request by: Carthage College, 2001 Alford Park Dr., Kenosha, WI 53140; Phillip Godin, 6301 Green Bay Rd., Kenosha, WI 53142; Adams Outdoor Advertising LTD, 102 E Badger Rd., Madison, WI 53713 (Owners), Mark Molinaro, Jr., 600 52nd St., Suite 220, Kenosha, WI 53140 (Agent), requests a rezoning from B-3 Highway Business Dist. & R-5 Urban Single-Family Residential Dist. to I-1 Institutional Dist., on Tax Parcels #83-4-223-184-0695, -0700, -0705, -0710, -0715, -0720 & -0725, located in the SE 1/4 of Section 18, T2N, R22E, Village of Somers. (For informational purposes only, this parcel is located at 17th Street, 809 17th Street, 815 17th Street, 819 17th Street, and Sheridan Road.)

c. Request by: Carthage College, 2001 Alford Park Dr., Kenosha, WI 53140; Phillip Godin, 6301 Green Bay Rd., Kenosha, WI 53142; Adams Outdoor Advertising LTD, 102 E Badger Rd., Madison, WI 53713 (Owners), Mark Molinaro, Jr., 600 52nd St., Suite 220, Kenosha, WI 53140 (Agent), for approval of a Certified Survey to combine Tax Parcels #83-4-223-184-0695, -0700, -0705, -0710, -0715, -0720 & -0725 into one (1) Lot, located in the SE 1/4 of Section 18, T2N, R22E, Village of Somers. (For informational purposes only, this parcel is located at 17th Street, 809 17th Street, 815 17th Street, 819 17th Street, and Sheridan Road.)

d. Request by: Carthage College, 2001 Alford Park Dr., Kenosha, WI 53140; Phillip Godin, 6301 Green Bay Rd., Kenosha, WI 53142; Adams Outdoor Advertising LTD, 102 E Badger Rd., Madison, WI 53713 (Owners), Mark Molinaro, Jr., 600 52nd St., Suite 220, Kenosha, WI 53140 (Agent), for site plan review and exterior fenestration review on Tax Parcels #83-4-223-184-0695, -0700, -0705, -0710, -0715, -0720 & -0725, located in the SE 1/4 of Section 18, T2N, R22E, Village of Somers. (For informational purposes only, this parcel is located at 17th Street, 809 17th Street, 815 17th Street, 819 17th Street, and Sheridan Road.)

---

BACKGROUND:

In the Fall of 2021, the Village was approached by representatives of Carthage College regarding the possibility of bringing a project to the parcels they own on 17th Street and Sheridan Road. The proposed project would be a new Facilities Operations Building. This building would free up space for the Carthage College's new engineering program. The proposed building would be approximately 18,000 sq. ft. and would require the following for approval:

- Comp Plan change from Medium-Density Residential to Government/Institutional;
- Rezone from R-5, B-3 to I-1 with a PUD;
- CSM to combine parcels; and
- Site Plan and Exterior fenestration.

UPDATE:

The Board was made aware of this project at our November 17, 2021 Work Session. At this meeting the Board discussed the possibility of revising our zoning code to allow

existing billboards to be moved to another parcel. Adams Billboard currently owns a portion of the land and inquired as to whether their signs could be moved to another location.

The Plan Commission reviewed the above-mentioned requests at their May 9th Meeting. The requisite public hearings were held for the Comp Plan change and the Rezoning change. The Plan Commission's recommendation was to approve the Comp Plan change from Medium-Density Residential to Government/Institutional (6-0). During the meeting, the developer requested that they be given relief from the 25-foot setback for the rear lot line. As this was not part of their original request, the Plan Commission amended the zoning request to allow for PUD to allow for a 10-foot setback (5-0). The CSM to combine the parcels was also approved (5-0).

The main discussion for the site plan and the exterior fenestration focused on the proposed finish of the siding. Carthage College is proposing a metal siding. Said siding is allowed, under the Board's discretion. The proposed siding would have a warranty from 30 to 50 years. The Plan Commission also requested that the trash enclosure be constructed from a masonry material. Their final recommendation was to approve (5-0).

COMMENTS:

The major item of discussion will be whether the Board is comfortable with the metal siding as presented. A sample has been provided and is available for review. Carthage College has requested that this matter be placed on our June 14th Board Meeting for approval.

ATTACHMENTS:

Planning Memo dated 04/27/2022

Engineering Memo dated 05/03/2022

Plan Commission minutes for 05/09/2022- Highlighted

Comp Plan Application

Rezoning Application

Land Division Application (CSM)

Civil Plans

Additional Renderings

Development Agreement 06/08/2022 rev. 2

# COUNTY OF KENOSHA

**Division of Planning & Development**

Andy M. Buehler, Director
Division of Planning & Development
19600 75th Street, Suite 185-3
Bristol, WI 53104-9772
(262) 857-1895


**TO:** **Village of Somers Plan Commission**

**FROM:** **Luke Godshall, Kenosha County Planning & Development**

**RPT DATE:** **04-27-22**

**MTG DATE:** **05-09-22**

**APP DATE:** **03-24-22**

**RE:** **Carthage College Facilities Operations Building**

**BACKGROUND:**

1. Petitioner/Agent: Mark Molinaro, Jr., Partners in Design Architects, Inc.
2. Property Owners: Carthage College; Phillip Godin; Adams Outdoor Advertising LTD
3. Location/Address: SE corner of STH 32 (Sheridan Rd.) & 17th St.
4. Tax key Numbers: 83-4-223-184-0695, -0700, -0705, -0710, -0715, -0720 & -0725
5. Area: 1.319 acres
6. Existing Zoning: R-5 Urban Single-Family Residential Dist., B-3 Highway Business Dist.
7. Proposed Zoning: I-1 Institutional Dist.
8. Current Land Use: Medium-Density Residential
9. Future Land Use: Governmental and Institutional

**OVERVIEW:**

The Petitioner is proposing to construct a new building for Carthage College's Facilities Operations. The building site consists of seven (7) existing tax parcel numbers, which would be rezoned into the I-1 Institutional District and consolidated into one Lot with the recordation of a Certified Survey Map (CSM). An amendment of the long-range comprehensive plan would need to be approved from "Medium-Density Residential" to "Governmental and Institutional" to allow the zoning change to I-1.

**PLANNER COMMENTS:**

The proposed new facilities operations building would be located at the SE intersection of STH 32 & 17th St. and is proposed to be 18,140 square feet in size at an overall height of 23'2" (60' height maximum allowed in the I-1 zoning district). Access into the site will come off of 17th Street and will also connect into Carthage's parking lot on their adjacent parcel to the south.

The proposed building was designed to meet all required setback minimums (65' from Sheridan Rd., 30' from 17th Street, 10' from the south (side) lot line and 25' from east (rear) lot line). Proposed materials for the building include a mix of lannon stone veneer, architectural steel, glass, and exposed concrete.

Andy M. Buehler, Director
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The submitted site plan shows a total of 18 surface parking spaces sized at 10'x20' (Village ordinance requires a minimum stall size of 9'x18'). An additional 7 parking spaces are shown to be located inside the building's garage.

Because the parking lot is adjacent to a residential use, Village ordinance requires a parking lot setback of 20' from the lot line (the submitted site plan shows a 10' setback). To achieve the required 20' setback, it appears that the aisle width of 35' shown on the site plan could be narrowed down to the minimum required aisle width of 24'. The submitted plans do show there to be a 6' tall solid wood privacy fence to be installed along the entire east lot line to provide screening of the proposed use from the residential neighbor.

A landscape plan prepared by Thomas Nordloh Associates was included with the submitted applications. Several existing mature trees and shrubs are proposed to be retained, including the shrubs around the billboard signs, a large oak tree west of the entrance on 17th Street, and two other large oaks along the east lot line. The submitted landscape for the most part complies with Village ordinance, except for the area bordering the parking lot along the east lot line which will require a total of six (6) evergreen or deciduous trees (two ornamental trees or four shrubs may be used to equal one evergreen or deciduous tree).

The architectural site plan indicates a 14' x 19' trash enclosure located at the southeast corner of the site. Specific details regarding its construction were not provided. Chapter 18 of the Village ordinances requires trash enclosures to be screened with fencing of decorative wood or masonry six feet in height with a solid attractive single or double access gate on one side only.

A photometric plan was also included with the submitted applications. The submitted plan shows a total of 4 full cut-off fixtures being installed (3 ground-mounted and 1 wall-mounted). The photometric plan indicates compliance with Village ordinance requirement to not exceed 0.5 footcandles at property lines.

The proposed Certified Survey Map has been sent to the State of Wisconsin's Department of Administration – Plat Review for review and comment to ensure compliance with Ch. 236.34 of the Wisconsin Statutes. As of the date of this report comments have not yet been received. Any review comments provided by Plat Review shall be addressed and incorporated into the final Certified Survey Map. Aside from some minor revisions needed (as indicated in the recommendation section below), the proposed CSM generally complies with Village ordinance.

**STAFF RECOMMENDATION:**
Staff recommends the Plan Commission approve the submitted applications subject to the following recommended conditions:

1. Subject to a revised site plan which shows the parking lot meeting the minimum 20' setback from the east lot line.
2. Subject to a revised landscaping plan to include additional landscaping along the east lot line. A minimum of six (6) evergreen or deciduous trees (or equivalent combination of ornamental trees and shrubs) shall be provided along the east lot line.

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3. Subject to submitting details of the proposed trash enclosure to ensure compliance with Chapter 18 of Village ordinance.
4. The Certified Survey Map (CSM) shall be subject to the following:
   a) Subject to revising the CSM to address review comments from the Wisconsin Department of Administration (review comments forthcoming).

   b) Subject to making the following revisions to the CSM:

      1. On Sheet 1 of 5, revise the zoning note to indicate the existing zoning is B-3 and R-5, and the proposed zoning is I-1.
      2. Add an Owners' Certificate for Philip Godin.
      3. On Sheet 5 of 5, revise the name of the Clerk-Treasurer to "Heather Teigland, Deputy Clerk-Treasurer".
      4. On Sheet 5 of 5, remove the "Plan Commission Approval" signature area, as the Village of Somers Land Division and Platting Control Ordinance requires only that the Village Board certify its approval on the face of the certified survey map.

   c) Subject to sending an electronic copy of the revised CSM showing the aforementioned changes to Luke Godshall at Kenosha County Planning & Development to receive sign-off prior to the surveyor preparing the recordable CSM document for signatures.

   d) No land division shall be recorded if any portion or part of the parent parcel has any unpaid taxes or outstanding special assessments without prior approval of the local and Kenosha County Treasurer.

   e) Subject to the Certified Survey Map (CSM) being recorded with the Kenosha County Register of Deeds within twelve (12) months of receiving approval from the Somers Village Board.

5. Subject to receiving any necessary stormwater plan approval by the Village of Somers engineer.
6. Subject to implementation of a Developer's Agreement between the Petitioner and the Village of Somers.

**Review Comments – March 2022 Planning Commission**

Carthage College – Operations Building

05-03-2022

**Comments:**

1. The documents reviewed were preliminary in nature.
2. Provide recordable document combining all existing lots together into one.
3. Conform all materials to match those in the Village of Somers Development Standards (available on Village's website).
4. Incorporate the attached Village's Standard Materials List in the design documents. Review all details and notes for conformance with the Standard Material List.
5. Confirm the needs of the Fire Chief are met.
6. Confirm with the Wisconsin DOT that it is acceptable to drain runoff from this site over the curb of STH 32 and into their collection system. Provide documentation of this confirmation.
7. Confirm site disturbance is less than 1 acre. If site disturbance is 1 acre or greater, post construction storm water management regulations of the Village and State will need to be addressed.
8. Show benchmarks/datum on plan set. All elevations shown in the plan set need to be NGVD 29 datum per Village ordinances.
9. On Sheet C2 (Dimensioned Site Plan):
    a. Show dimensions for site elements.
    b. Provide wheel stops at parking spaces.
    c. Show the amount of impervious area in the developed condition.
    d. Detail callouts on this sheet don't match submitted plans.
10. On Sheet C4 (Site Utility Plan):
    a. Show sampling manhole on sanitary building sewer and provide detail similar to the one in the *Standard Specifications for Sewer & Water Construction in Wisconsin* in the plan set.
    b. Show building roof drain/downspout locations on this plan.
11. On Sheet C5 (Site Grading & Erosion Control Plan), show erosion mat on all slopes 4:1 and greater.
12. On Sheet A1.1 (Architectural Site Plan & Site Details), there needs to be 5' of clearance below the "Van Accessible" sign in the ADA Bollard Sign Detail.

**Status of Engineer's Approval: Not Approved.**

Douglas R. Snyder P.E.

BAXTER & WOODMAN Consulting Engineers

# Village of Somers
# Proceeding from the Village Plan Commission Meeting
# May 09, 2022

1. **Call to Order**

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

   Present: Chairman George Stoner, as well as Commissioners Aiello, Gardinier, Boxx, Lee, and Grimes. Commissioner Fredrick had an excused absence.

   Staff Present in person: Administrator Jason Peters, Assistant to the Administrator Cassandra Bodenbach, and Fire Chief Ben Andersen.

   Representing Carthage College: Mark Molinaro, Ted Fares, Eric Migrin

   Representing First Park 94: Adam Moore and Dave Riley (Riley Construction)

   Representing Maplecrest: Joe Maschek, David Nankin, Greg Moyer, Dan Plebanek

   Kenosha County Planners: Luke Godshall and Andy Buehler

   Baxter & Woodmen Engineer for the Village: Dan Snyder

2. **Pledge of Allegiance**

   Chairman Stoner led everyone in stating the Pledge of Allegiance.

3. **Approve Minutes of April 11, 2022**

   Commissioner Boxx moved to approve to the Minutes from the April 11th Meeting. Seconded by Commissioner Aiello. Motion carried. 6-0 vote.

4. **Correspondence**

   None.

5. **Citizen Comments**

   None.

6. **Comp Plan Amendment:**

   **Public Hearing and Action on Request by: Carthage College, 2001 Alford Park Dr., Kenosha, WI 53140; Phillip Godin, 6301 Green Bay Rd., Kenosha, WI 53142; Adams Outdoor Advertising LTD, 102 E Badger Rd., Madison, WI 53713 (Owners),**

**Mark Molinaro, Jr., 600 52nd St., Suite 220, Kenosha, WI 53140 (Agent), requests an amendment to the land use plan map for the Village of Somers (Map 80) as adopted in the Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035 from "Medium-Density Residential" to "Governmental and Institutional", on Tax Parcels #83-4-223-184-0695, -0700, -0705, -0710, -0715, -0720 & -0725, located in the SE 1/4 of Section 18, T2N, R22E, Village of Somers.** ***(For informational purposes only, this parcel is located at 17th Street, 809 17th Street, 815 17th Street, 819 17th Street, and Sheridan Road.)***

Public Hearing Open: 5:33 p.m.
Public Comments: Mark Molinaro with Partners and Design for Carthage College (600 52nd Street)

Molinaro gave some history and explanation for the expansion. The addition will be for the expansion of the engineering program at Carthage. Molinaro touched on the questions about the materials being used, specifically the metal siding. This particular siding has a 30-year guarantee, 24-gauge panel, with visual and physical texture. The Village ordinance does not preclude the use of metal and Molinaro and his team are leaving it up to the Plan Commissioners to decide.

Public Hearing Close: 5:38 p.m.

Commissioner Boxx moved to approve an amendment to the land use plan map. Seconded by Aiello.

**Commission Discussion:** None.

Motion carried. 6-0 vote.

**7. Rezoning Application:**

**Public Hearing and Action on Request by: Carthage College, 2001 Alford Park Dr., Kenosha, WI 53140; Phillip Godin, 6301 Green Bay Rd., Kenosha, WI 53142; Adams Outdoor Advertising LTD, 102 E Badger Rd., Madison, WI 53713 (Owners), Mark Molinaro, Jr., 600 52nd St., Suite 220, Kenosha, WI 53140 (Agent), requests a rezoning from B-3 Highway Business Dist. & R-5 Urban Single-Family Residential Dist. to I-1 Institutional Dist., on Tax Parcels #83-4-223-184-0695, -0700, -0705, -0710, -0715, -0720 & -0725, located in the SE 1/4 of Section 18, T2N, R22E, Village of Somers. (For informational purposes only, this parcel is located at 17th Street, 809 17th Street, 815 17th Street, 819 17th Street, and Sheridan Road.)**

Public Hearing Open: 5:38 p.m.
Public Comments: None.
Public Hearing Close: 5:39 p.m.

Commissioner Boxx moved to approve rezoning from B-3 Highway Business Dist. & R-5 Urban Single-Family Residential Dist. to I-1 Institutional Dist. Seconded by Aiello.

Administrator Peters stated that if the board was willing to accept the 10-foot setback, plan commissioners will need to amend the motion for a PUD. Molinaro also said that more definitive drawings of the trash enclosures will be made and

submitted as soon as possible. Molinaro said there did not seem to be any stormwater issues but can always go over it again to be sure.

Commissioner Lee agreed with allowing the 10-foot setbacks. He also said he will be abstaining from the vote as he is on the Carthage Board.

Commissioner Grimes wondered why there was no finalized CSM in the material. Molinaro stated that the CSM was not yet completed and will be finalized soon, then submitted to move on to the Village Board.

Motion carried. 5-0 vote. Commissioner Lee abstained.

Commissioner Boxx moved to amend the site plan to allow a PUD. Seconded by Aiello. Motion carried. 5-0. Commissioner Lee abstained.

Commissioner Boxx moved to approve the amendment to allow a PUD. Seconded by Aiello. Motion carried. 5-0 vote. Commissioner Lee abstained.

**Commission Discussion:** None.

Motion carried. 6-0 vote.

**8. Land Division (Certified Survey Map):**

**Action on Request by: Carthage College, 2001 Alford Park Dr., Kenosha, WI 53140; Phillip Godin, 6301 Green Bay Rd., Kenosha, WI 53142; Adams Outdoor Advertising LTD, 102 E Badger Rd., Madison, WI 53713 (Owners), Mark Molinaro, Jr., 600 52nd St., Suite 220, Kenosha, WI 53140 (Agent), requests approval of a Certified Survey to combine Tax Parcels #83-4-223-184-0695, -0700, -0705, -0710, -0715, -0720 & -0725 into one (1) Lot, located in the SE 1/4 of Section 18, T2N, R22E, Village of Somers. (For informational purposes only, this parcel is located at 17th Street, 809 17th Street, 815 17th Street, 819 17th Street, and Sheridan Road.)**

Commissioner Boxx moved to approve the Certified Survey to combine parcels. Seconded by Aiello.

**Commissioner Discussion:**

Commissioner Gardinier asked if the outline for the CSM had been updated. Kenosha County Planner, Luke Godshall explained it would be approved conditionally and finalized later in the process.

Commissioner Grimes queried at the setbacks on HWY 32. Kenosha County Planner, Luke Godshall stated the setback shown is only 10 ft. and the required is 20 ft., therefore it would have to be addressed.

Motion carried. 6-0 vote.

**9. Site Plan Review & Exterior Fenestration:**

**Action on Request by: Carthage College, 2001 Alford Park Dr., Kenosha, WI 53140;**

**Phillip Godin, 6301 Green Bay Rd., Kenosha, WI 53142; Adams Outdoor Advertising LTD, 102 E Badger Rd., Madison, WI 53713 (Owners), Mark Molinaro, Jr., 600 52nd St., Suite 220, Kenosha, WI 53140 (Agent), requests site plan review and exterior fenestration review on Tax Parcels #83-4-223-184-0695, -0700, -0705, -0710, -0715, -0720 & -0725, located in the SE 1/4 of Section 18, T2N, R22E, Village of Somers. (For informational purposes only, this parcel is located at 17th Street, 809 17th Street, 815 17th Street, 819 17th Street, and Sheridan Road.)**

Commissioner Boxx moved to approve the site plan review and exterior fenestration. Seconded by Aiello.

**Commissioner Discussion:**

Commissioner Gardinier had questions on the setbacks referenced, stormwater, landscaping, and trash enclosure. Molinaro stated they will ask for the 10-foot exception on the setbacks because trucks, etc. that need to enter/exit will need the room. The loading docks will be screened with fencing and/or landscaping.

Motion carried. 6-0 vote.

10. **Land Division (CSM):**

**Action on Request by: First Park 94 LLC, 1661 Feehanville Drive Suite 400, Mt Prospect, IL 60056 (Owner), Dave Riley, Riley Construction, 5301 99th Avenue, Kenosha, WI (Agent), requests approval of a Certified Survey Map (dated March 8, 2022 and prepared by John P. Konopacki of Pinnacle Engineering Group) to re-subdivide Lot 2 of CSM No. 2825 (tax parcel # 82-4-222-282-0300) into one (1) 49.0747-acre parcel, one (1) 30.0445-acre parcel and one (1) 204.5299-acre parcel, located in the SW ¼ of Section 21 and the NW ¼ of Section 28, Township 2 North, Range 22 East, Village of Somers. For informational purposes only this parcel is located at the northeast corner of CTH S (38th Street) and CTH H (88th Avenue). (For informational purposes only, this parcel is located at 2819 88th Avenue.)**

Commissioner Boxx moved to approve the CSM. Seconded by Aiello.

**Commission Discussion:** None.

Motion carried. 6-0 vote.

11. **Site Plan & Exterior Fenestration Review:**

**Action on Request by: First Park 94 LLC, 1661 Feehanville Dr. Suite 400, Mt Prospect, IL 60056 (Owner), Dave Riley, Riley Construction, 5301 99th Avenue, Kenosha, WI (Agent), requests approval of overall site plan and exterior fenestration on part of Tax Parcel # 82-4-222-282-0300, located in the SW ¼ of Section 21 and the NW ¼ of Section 28, Township 2 North, Range 22 East, Village of Somers. (For informational purposes only, this parcel is located at 2819 88th Avenue.)**

Commissioner Boxx moved to approve overall site plan and exterior fenestration. Seconded by Aiello.

**Commissioner Discussion:**

There was discussion on the retention ponds and stormwater. Commissioner Gardinier asked if there was an approved stormwater plan. Moore stated that it was approved and adopted back in 2017 for the business park as a whole. There were questions on the airport overlay. Administrator Peters confirmed it had just been approved earlier in the day.

Commissioner Boxx asked if Mr. Bishop's drainage issue was taken care of. Moore stated that topsoil was distributed and took care of the problem.

There was discussion on the salt storage and future plans for it. Moore assured that once the park was built out more, it would be relocated further from the front, have more landscaping, and is willing to work with the Village on future plans.

Motion carried. 6-0 vote.

**12. Conditional Use Permit:**

**Public Hearing and Action on Request by: Hyslop Foundation Inc, 880 Green Bay Rd, Kenosha, WI 53144 (Owner); Timothy Leveque, 880 Green Bay Road, Kenosha, WI 53144 (Agent), requesting a Conditional Use Permit to allow for public and private events in the PR-1 Park-Recreational Dist. on Tax Parcel #82-4-222-101-0323, located in the NE ¼ Section 10, T2 N, R22 E, Village of Somers. (For informational purposes only, this parcel is located at 880 Green Bay Road.)**

Public Hearing Open: 6:17 p.m.
Public Comments: None.
Public Hearing Close: 6:18 p.m.

Commissioner Boxx made the motion to approve the Conditional Use Permit. Seconded by Aiello.

**Commissioner Discussion:**

Kenosha County Planner Luke Godshall said there are issues with the sanitary tank that needs to be resolved.

There was much discussion on the licensing for events, etc. It was agreed that the CUP be approved conditionally and adjusted before it gets to board level.

Motion carried. 6-0 vote.

**13. Comp Plan Amendment:**

**Public Hearing and Action on Request by: Maplecrest Country Club Inc, 9401 18th St, Kenosha, WI 53144-7748 (Owner), David Nankin, Legacy Varin, 430 Park Avenue 2A, Highland Park, IL 60035 (Agent), requests an amendment to the land**

**use plan map for the Village of Somers (Map 80) as adopted in the Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035 from "Park and Recreational", “Nonfarmed Wetland” and “Other Conservancy Land to be Preserved” to “Medium-Density Residential”, "High-Density Residential", “Nonfarmed Wetland” and “Other Conservancy Land to be Preserved” on Tax Parcel # 82-4-222-201-0100, located in the NE 1/4 of Section 20, T2N, R22E, Village of Somers. (For informational purposes only, this parcel is located at 9401 18th Street.)**

Public Hearing Open: 6:37 p.m.
Public Comments: None.
Public Hearing Close: 6:38 p.m.

Commissioner Boxx moved to approve the amendment to the land use plan. Seconded by Lee.

**Commissioner Discussion:** None.

Motion carried. 6-0 vote.

**14. Rezoning Application:**

**Public Hearing and Action on Request by: Maplecrest Country Club Inc, 9401 18th St, Kenosha, WI 53144-7748 (Owner), David Nankin, Legacy Varin, 430 Park Avenue 2A, Highland Park, IL 60035 (Agent), requests a rezoning from PR-1 Park-Recreational Dist. to R-4.5 Urban Single-Family Residential Dist., R-9 Multiple-Family Residential Dist., C-2 Upland Resource Conservancy Dist., C-1 Lowland Resource Conservancy Dist. and PUD Planned Unit Development Overlay Dist. on Tax Parcel # 82-4-222-201-0100, located in the NE 1/4 of Section 20, T2N, R22E, Village of Somers. (For informational purposes only, this parcel is located at 9401 18th Street.)**

Public Hearing Open: 6:38 p.m.
Public Comments: None.
Public Hearing Close: 6:39 p.m.

Commissioner Boxx moved to approve rezoning from PR-1 Park-Recreational Dist. to R-4.5 Urban Single-Family Residential Dist., R-9 Multiple-Family Residential Dist., C-2 Upland Resource Conservancy Dist., C-1 Lowland Resource Conservancy Dist. and PUD Planned Unit Development Overlay Dist. Seconded by Lee.

**Commissioner Discussion:**

Kenosha County Planner Luke Godshall recommended that the areas shown as C-2 on the rezoning exhibit map remain zoned PR-1 Park-Recreational District.

Motion carried. 6-0 vote.

**15. Site Plan Review & Exterior Fenestration:**

**Action on Request by: Maplecrest Country Club Inc, 9401 18th St, Kenosha, WI**

**53144-7748 (Owner), David Nankin, Legacy Varin, 430 Park Avenue 2A, Highland Park, IL 60035 (Agent), requesting site plan review and exterior fenestration review on Tax Parcel # 82-4-222-201-0100, located in the NE 1/4 of Section 20, T2N, R22E, Village of Somers. (For informational purposes only, this parcel is located at 9401 18th Street.)**

Commissioner Boxx moved to approve the site plan review and exterior fenestration with all requirements from the engineer as involved also. Seconded by Aiello.

**Commissioner Discussion:**

Per discussions with staff and recommendations made by the Plan Commission in January, the Maplecrest team has met all the changes asked. FEMA is currently reviewing floodplains and they may be reduced in approximately two to three years. Maschek stated that would only be beneficial and could be worked into a Phase III. Access points were discussed on HWY H and 18th Street. Kenosha County Planner Andy Buehler confirmed that the new access plan has been adopted. The clubhouse can no longer fit in the scheme of the proposed neighborhood. The developers are looking into remodeling the older home on the property to see if they can make it a community center.

Kenosha County is proposing bike trails that may run parallel to the neighborhood, which the developers are more than happy to incorporate as the plan progresses.

The private roads will be handled and maintained by a homeowner's association, which will be closely monitored so there are no issues with the Village.

Motion carried. 6-0 vote.

**16. Adjourn**

Commissioner Boxx moved to adjourn at 7:06 p.m. Seconded by Lee.

Motion carried. 6-0 vote.

**Drafted this 10th day of May 2022. These minutes are not official until approved by the Plan Commission. Submitted by Cassandra Bodenbach, Assistant to the Village Administrator**

# VILLAGE OF SOMERS

## VILLAGE OF SOMERS COMPREHENSIVE PLAN MAP AMENDMENT APPLICATION

**(a)** Property Owner's Name:

Ted Fares x Ted Fares
Signature

Mailing Address:

2001 Alford Park Drive

City: Kenosha State: WI Zip: 53140

Phone Number: 262-551-5752 E-mail (optional): tfares@carthage.edu

Note: If the property owner's signature cannot be obtained in the above space, a "letter of agent status" signed by the property owner must be submitted if you are an applicant (tenant, leaseholder, or authorized agent representing the legal owner) acting on their behalf.

Applicant's Name (if applicable):

Mark Molinaro, Jr. x
Signature

Mailing Address:

600 52nd Street, Suite 220

City: Kenosha State: WI Zip: 53140

Phone Number: 262.652.2800 E-mail (optional): markm@pidarchitects.com

**(b)** Existing planned land use category as shown on Map 80 of the document entitled, "A Multi-Jurisdictional Comprehensive Plan For Kenosha County: 2035":

Medium-Density Residential

**(c)** Proposed land use category (must be a land use category included in the legend for Map 80 of the document entitled, "A Multi-Jurisdictional Comprehensive Plan For Kenosha County: 2035":

Governmental and Institutional

**(d)** Proposed use (a statement of intended use and/or the type, extent, area, etc. of any development project):
New office and operations space for Facilities Maintenance at Carthage College. The approximately 18,000 sf building will allow the college to free up space on campus for the construction of academic space to support the new engineering program.

**(e)** Compatibility with the Village of Somers Comprehensive Plan (address the following questions in detail):

**(e-1)** Is the proposed amendment consistent with the goals, objectives, policies, and programs of this plan? Explain:
This proposed amendment will serve as a natural extension of the Carthage College campus to the north. As an extension of the existing Governmental and Institutional use, it will only create a minor shift to the existing goals set forth in the Village of Somers Comprehensive Plan.

It has been long recognized that the college has been purchasing available residential properties to the north of campus with the intent of utilizing the additional land for the expansion of the campus. The college currently owns all but a few of the parcels on the south side of 17th Street as well as several of the parcels on the north side of 17th Street.

We are confident that the proposed development aligns with the long range plan of the college and further aligns with the Village's neighborhood plan.

**(e-2)** Is the proposed amendment compatible with surrounding land uses? Explain its compatibility with both existing and planned land uses:

The proposed amendment is a minor extension of the existing Governmental and Institutional use to the south. As such, we believe that the proposed amendment is compatible with the surrounding uses.

**(e-3)** Will the proposed amendment have any detrimental environmental effects? Explain:

No. The building will be constructed using typical construction materials. The building will be designed to meet or exceed the applicable energy codes. Planned site disturbance will be below an acre and will therefore cause minimal impact to the existing stormwater conditions of the site.

**(e-4)** Has a substantial public benefit been demonstrated by the proposed plan amendment? Explain:

The proposed building will create new facilities for the Carthage College operations staff. By relocating the operations staff and facilities, the college will gain valuable space in their existing building that will allow for additional classroom spaces for additional degree offerings and new students. As the college grows, the added student population will provide many benefits to the surrounding communities.

**(e-5)** Are public roads, services, and utilities available, or planned to be available in the near future, to serve the proposed development? Explain:

Yes, the proposed development will be able to make use of existing utilities without overburdening the systems.

**(e-6)** Are existing or planned facilities and services adequate to serve the type of development associated with the amendment? Explain:

Yes, the proposed development will be able to make use of existing facilities and services without overburdening the systems.

**(e-7)** Any additional data or information as requested by the Department of Planning and Development:

**(f)** Attach a legal description and provide the tax key number(s) below of property to be amended on the Village of Somers Comprehensive Plan:

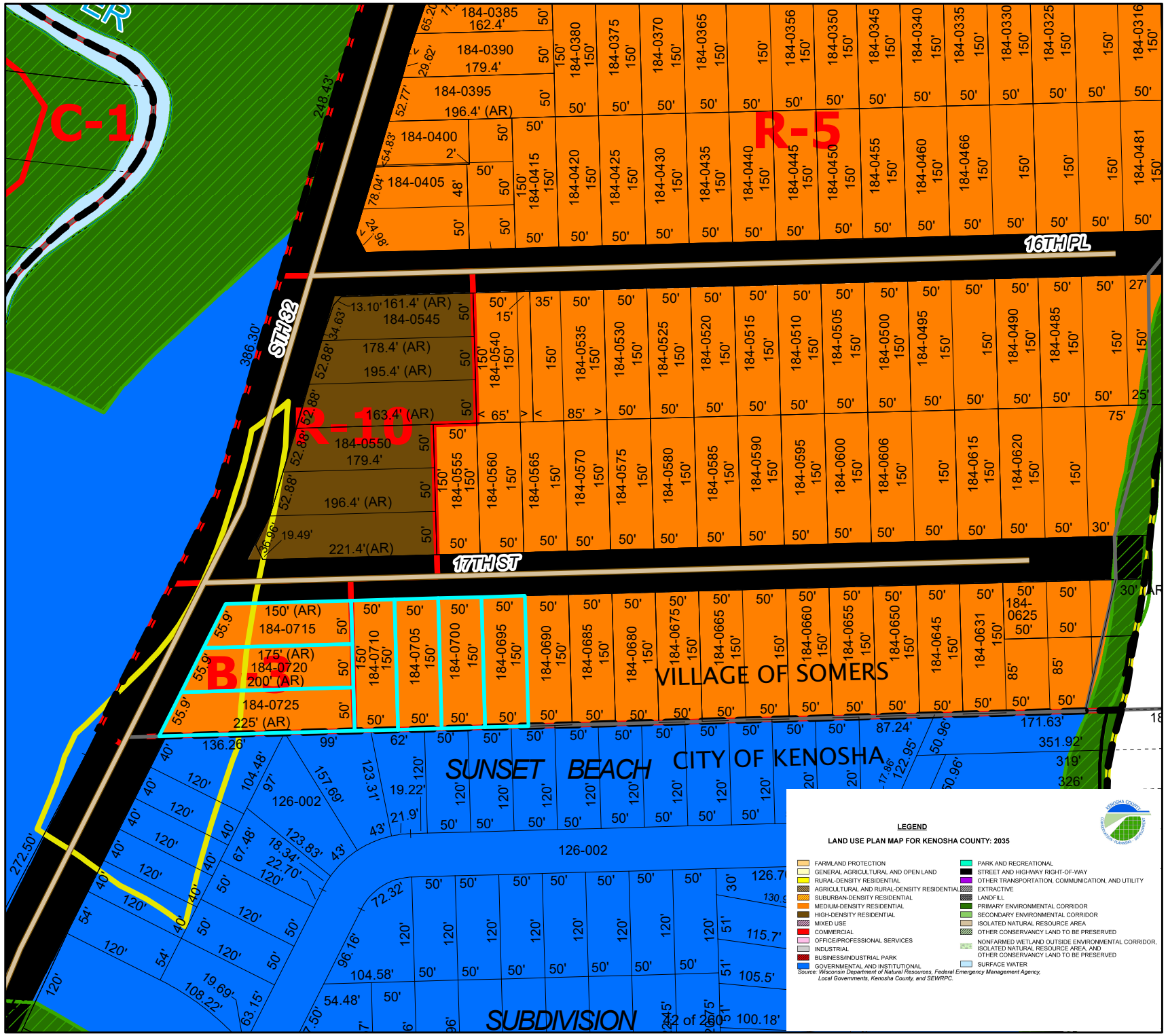
CSM to be provided. Current tax key numbers are as follows (total of 7 parcels):

83-4-223-184-0695; 0700; 0705; 0710; 0715; 0720; and 0725

**(g)** Attach plot plan or survey plat of property to be amended on the comprehensive plan (showing location, dimensions, planned land use of adjacent properties, existing uses and buildings of adjacent properties—drawn to scale).

**(h)** The fee specified in Section 12.05-8 of this ordinance.
Request for Land Use Plan Map Amendment _____

# Kenosha County





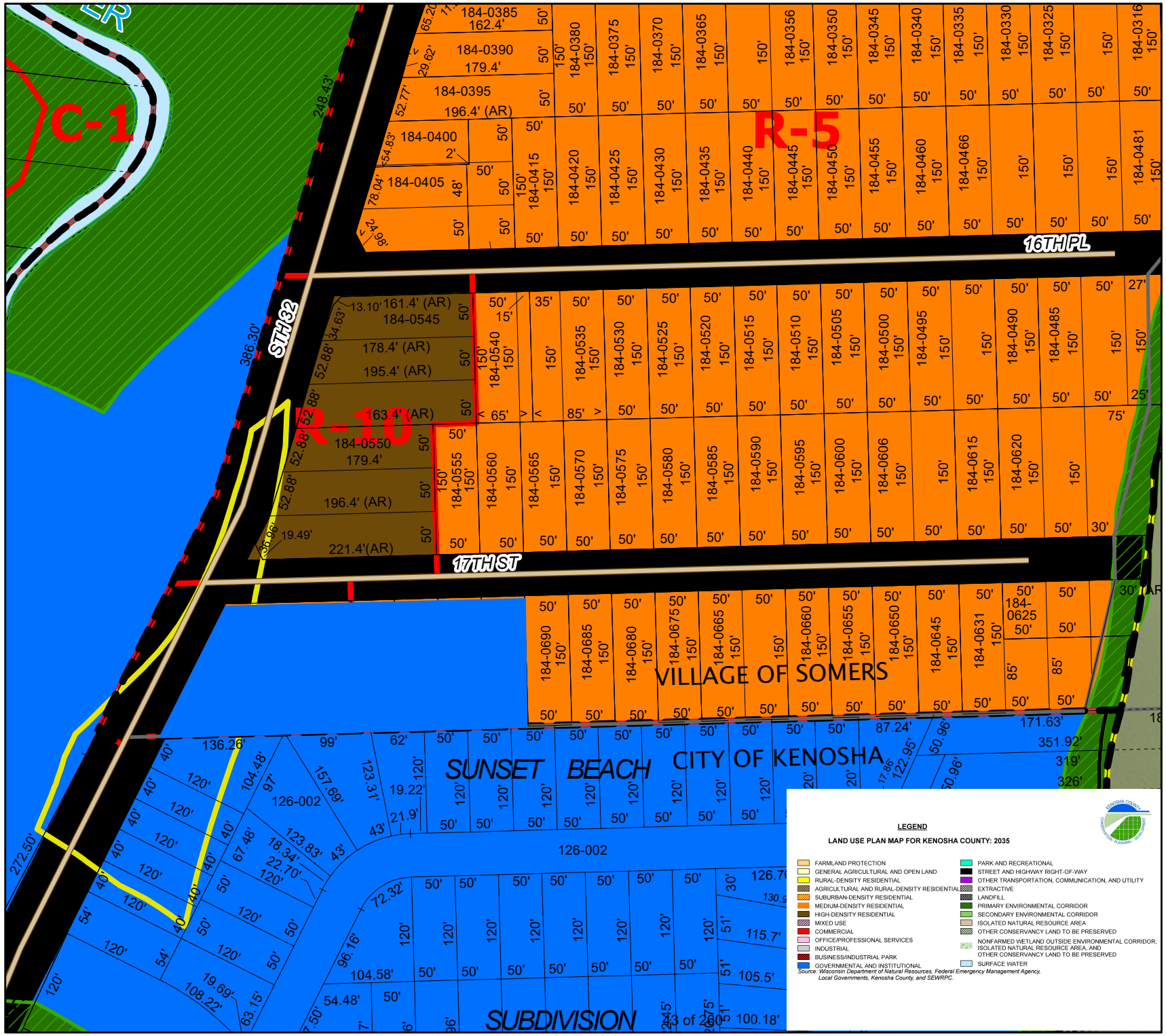

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1 inch = 150 feet

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Source: Kenosha County Department of Planning and Development

# Kenosha County




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Source: Kenosha County Department of Planning and Development

# IMPORTANT TELEPHONE NUMBERS

Kenosha County Center
Department of Planning & Development
19600 - 75th Street, Suite 185-3
Bristol, Wisconsin 53104

Division of County Development (including Sanitation & Land Conservation) ..... **857-1895**
Facsimile # ..... 857-1920

Public Works Division of Highways ..... 857-1870

Administration Building
Division of Land Information ..... 653-2622

Village of Somers ..... 859-2822
Wisconsin Department of Natural Resources - Sturtevant Office ..... 884-2300
Wisconsin Department of Transportation - Waukesha Office ..... 548-8722

ATTACH TO-SCALE MAP OF PROPERTY SHOWING EXISTING COMP. PLAN MAP CLASSIFICATIONS HERE

ATTACH TO-SCALE MAP OF PROPERTY SHOWING PROPOSED COMP. PLAN MAP CLASSIFICATIONS HERE

# VILLAGE OF SOMERS
## Department of Planning and Development

## REZONING APPLICATION

**(a)** Property Owner's Name:

Ted Fares

Print Name: Ted Fares Signature: Ted Fares

Mailing Address: 2001 Alford Park Drive

City: Kenosha State: WI Zip: 53140

Phone Number: 262.551.5752 E-mail (optional): tfares@carthage.edu

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

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

Print Name: Mark Molinaro Signature:

Business Name: Partners in Design Architects, Inc

Mailing Address: 600 52nd Street, Suite 220

City: Kenosha State: WI Zip: 53140

Phone Number: 262.652.2800 E-mail (optional): markm@pidarchitects.com

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

83-4-223-184-0700
83-4-223-184-0705
83-4-223-184-0710
83-4-223-184-0715
83-4-223-184-0720
83-4-223-184-0725
83-4-223-184-0695

Property Address of property to be rezoned:

809 17TH ST, 815 17TH ST, no address listed for billboard sites

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

New 18,140 s.f. single story institutional building for Carthage College facilities staff and operations.

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

| | |
|---|---|
| ☐ A-1 Agricultural Preservation District | ☐ TCO Town Center Overlay District |
| ☐ A-2 General Agricultural District | ☐ B-1 Neighborhood Business District |
| ☐ A-3 Agricultural Related Manufacturing, Warehousing and Marketing District | ☐ B-2 Community Business District |
| ☐ A-4 Agricultural Land Holding District | ☑ B-3 Highway Business District |
| ☐ AE-1 Agricultural Equestrian Cluster Single-Family District | ☐ B-4 Planned Business District |
| ☐ R-1 Rural Residential District | ☐ B-5 Wholesale Trade and Warehousing District |
| ☐ R-2 Suburban Single-Family Residential District | ☐ BP-1 Business Park District |
| ☐ R-3 Urban Single-Family Residential District | ☐ B-94 Interstate Highway 94 Special Use Business District |
| ☐ R-4 Urban Single-Family Residential District | ☐ M-1 Limited Manufacturing District |
| ☐ R-5 Urban Single-Family Residential District | ☐ M-2 Heavy Manufacturing District |
| ☐ R-6 Urban Single-Family Residential District | ☐ M-3 Mineral Extraction District |
| ☐ R-7 Suburban Two-Family and Three-Family Residential District | ☐ M-4 Sanitary Landfill and Hazardous Waste Disposal District |
| ☐ R-8 Urban Two-Family Residential District | ☐ I-1 Institutional District |
| ☐ R-9 Multiple-Family Residential District | ☐ PR-1 Park-Recreational District |
| ☑ R-10 Multiple-Family Residential District | ☐ C-1 Lowland Resource Conservancy District |
| ☐ R-11 Multiple-Family Residential District | ☐ C-2 Upland Resource Conservancy District |
| ☐ R-12 Mobile Home/Manufactured Home Park-Subdivision District | ☐ FPO Floodplain Overlay District |
| ☐ HO Historical Overlay District | ☐ FWO Camp Lake/Center Lake Floodway Overlay District |
| ☐ PUD Planned Unit Development Overlay District | ☐ FFO Camp Lake/Center Lake Floodplain Fringe Overlay District |
| ☐ AO Airport Overlay District | |
| ☐ RC Rural Cluster Development Overlay District | |

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

| | |
|---|---|
| ☐ A-1 Agricultural Preservation District | ☐ TCO Town Center Overlay District |
| ☐ A-2 General Agricultural District | ☐ B-1 Neighborhood Business District |
| ☐ A-3 Agricultural Related Manufacturing, Warehousing and Marketing District | ☐ B-2 Community Business District |
| ☐ A-4 Agricultural Land Holding District | ☐ B-3 Highway Business District |
| ☐ AE-1 Agricultural Equestrian Cluster Single-Family District | ☐ B-4 Planned Business District |
| ☐ R-1 Rural Residential District | ☐ B-5 Wholesale Trade and Warehousing District |
| ☐ R-2 Suburban Single-Family Residential District | ☐ BP-1 Business Park District |
| ☐ R-3 Urban Single-Family Residential District | ☐ B-94 Interstate Highway 94 Special Use Business District |
| ☐ R-4 Urban Single-Family Residential District | ☐ M-1 Limited Manufacturing District |
| ☐ R-5 Urban Single-Family Residential District | ☐ M-2 Heavy Manufacturing District |
| ☐ R-6 Urban Single-Family Residential District | ☐ M-3 Mineral Extraction District |
| ☐ R-7 Suburban Two-Family and Three-Family Residential District | ☐ M-4 Sanitary Landfill and Hazardous Waste Disposal District |
| ☐ R-8 Urban Two-Family Residential District | ☑ I-1 Institutional District |
| ☐ R-9 Multiple-Family Residential District | ☐ PR-1 Park-Recreational District |
| ☐ R-10 Multiple-Family Residential District | ☐ C-1 Lowland Resource Conservancy District |
| ☐ R-11 Multiple-Family Residential District | ☐ C-2 Upland Resource Conservancy District |
| ☐ R-12 Mobile Home/Manufactured Home Park-Subdivision District | ☐ FPO Floodplain Overlay District |
| ☐ HO Historical Overlay District | ☐ FWO Camp Lake/Center Lake Floodway Overlay District |
| ☐ PUD Planned Unit Development Overlay District | ☐ FFO Camp Lake/Center Lake Floodplain Fringe Overlay District |
| ☐ AO Airport Overlay District | ☐ R-4.5 Urban Single-Family Residential District |
| ☐ RC Rural Cluster Development Overlay District | |

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

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

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

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

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

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

Supervisory District Number: 15 County Board Supervisor: Amy Maurer

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

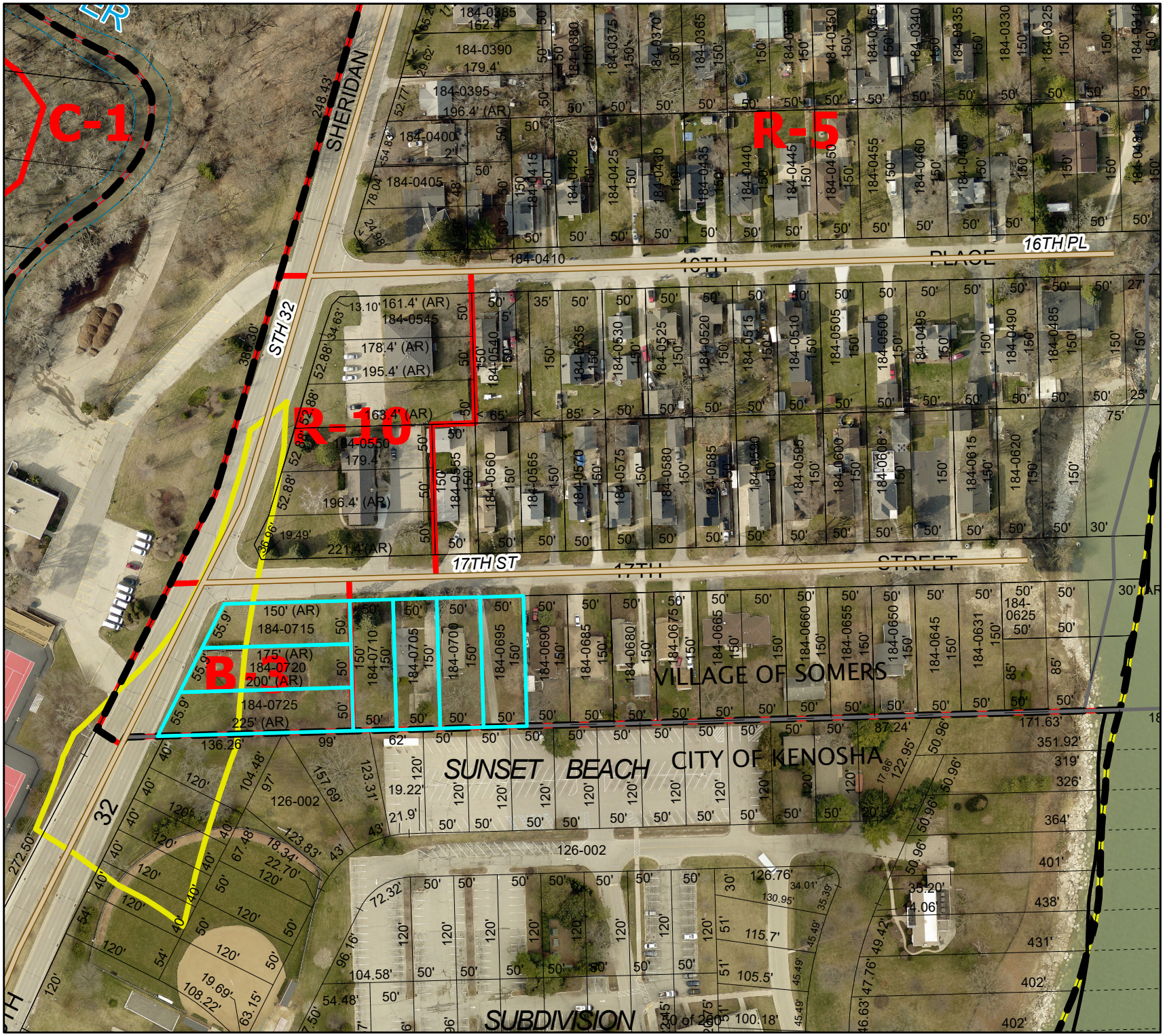
Request for Rezoning Petition (payable to "Kenosha County") _____

(For other fees see the Fee Schedule)

**Note: Agricultural Use Conversion Charge**

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

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




# Kenosha County

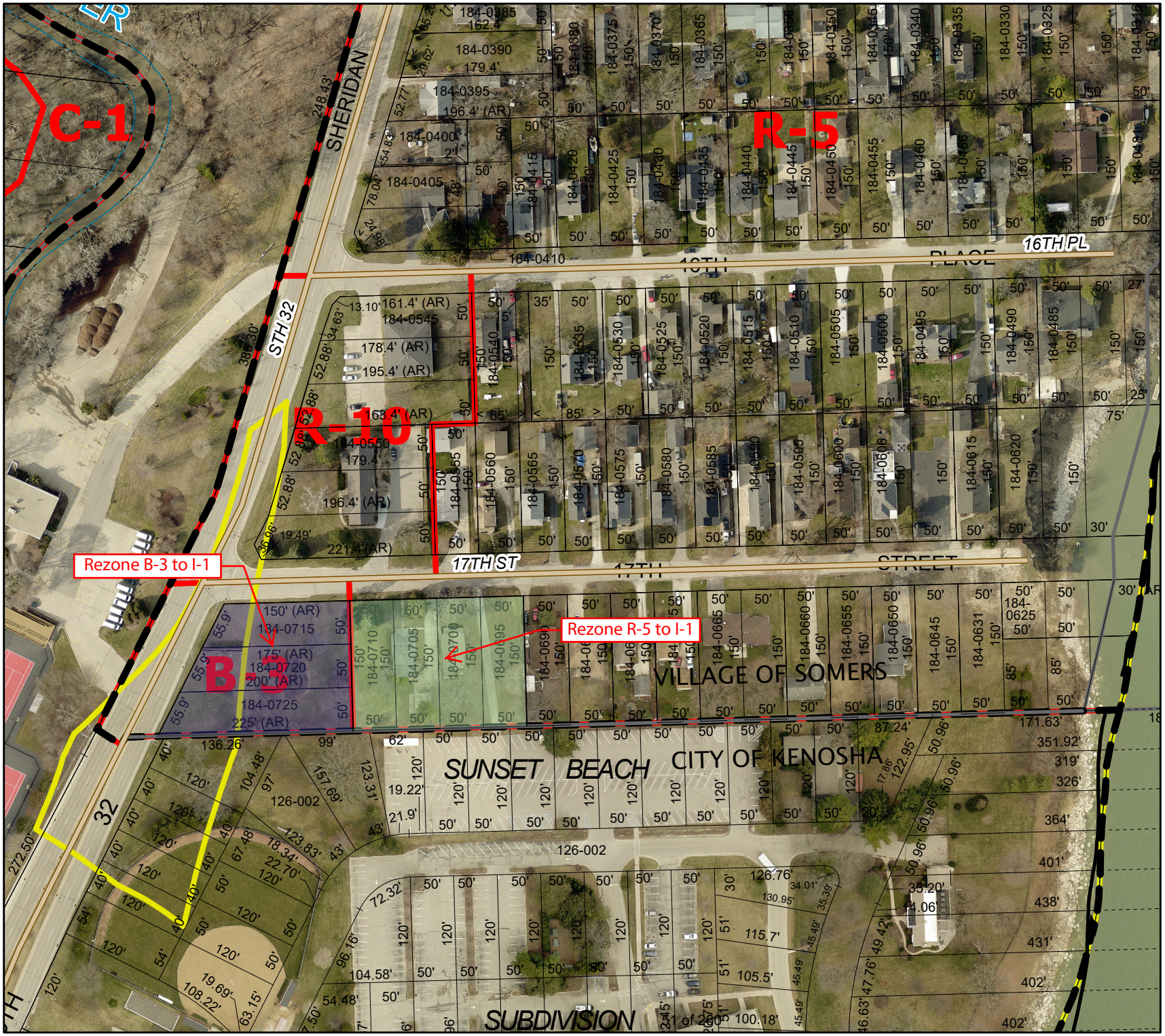
KENOSHA COUNTY WISCONSIN
Established 1850

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1 inch = 150 feet

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Source: Kenosha County Department of Planning and Development




# Kenosha County

KENOSHA COUNTY WISCONSIN
Established 1850

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Source: Kenosha County Department of Planning and Development

# VILLAGE OF SOMERS
## Department of Planning & Development

# LAND DIVISION APPLICATION

In order for applications to be processed, all information, drawings, application signatures, and fees required shall be submitted at time of application.

Please check the appropriate box below for the type of application being submitted:

- [x] Certified Survey Map
- [ ] Subdivision Preliminary Plat
- [ ] Subdivision Final Plat
- [ ] Condominium Plat

Applicant is: [x] Property Owner [ ] Subdivider [ ] Other _____

Applicant Name: Ted Fares Date 03.23.22

Mailing Address: 2001 Alford Park Drive Phone # 262.551.5752

_____ Phone # _____

Tax Parcel Number(s): 83-4-223-184-0695; 0700; 0705; 0710; 0715; 0720; and 0725 (seven parcels total)

_____ Acreage of Project: 1.3 acres

Location of Property (including legal description):

South east corner of Sheridan Road and 17th Street. Legal description to be provided with CSM

Subdivision/Development Name (if applicable): N/A

Existing Zoning: R-10 (residences), B-3 (billboards) Proposed Zoning: I-1

Village Land Use Plan District Designation(s) (if applicable):

Present Medium-Density Residential

Proposed Governmental and Institutional

Present Use(s) of Property: Two private residences (owned by the college) and billboards

Proposed Use(s) of Property: New operations offices for Carthage College

The subdivision abuts or adjoins a state trunk highway..... Yes (✓) No ( )

The subdivision will be served by public sewer ..... Yes (✓) No ( )

The subdivision abuts a county trunk highway ..... Yes ( ) No (✓)

The subdivision contains shoreland/floodplain areas ..... Yes ( ) No (✓)

The subdivision lies within the extra-territorial plat (ETP) authority area of a nearby Village or City ..... Yes ( ) No ( )

*Applicant is responsible for submitting to the ETP authority any fees and documentation needed to obtain a recommendation.

REQUIRED SIGNATURE(S) FOR ALL APPLICATIONS:

Property Owner's Signature — Date: 3/24/22

Property Owner's Signature — Date

REQUIRED APPLICABLE SIGNATURES:

Applicant's Signature — Date: 03.24.22

Developer's Signature — Date: 3/24/22

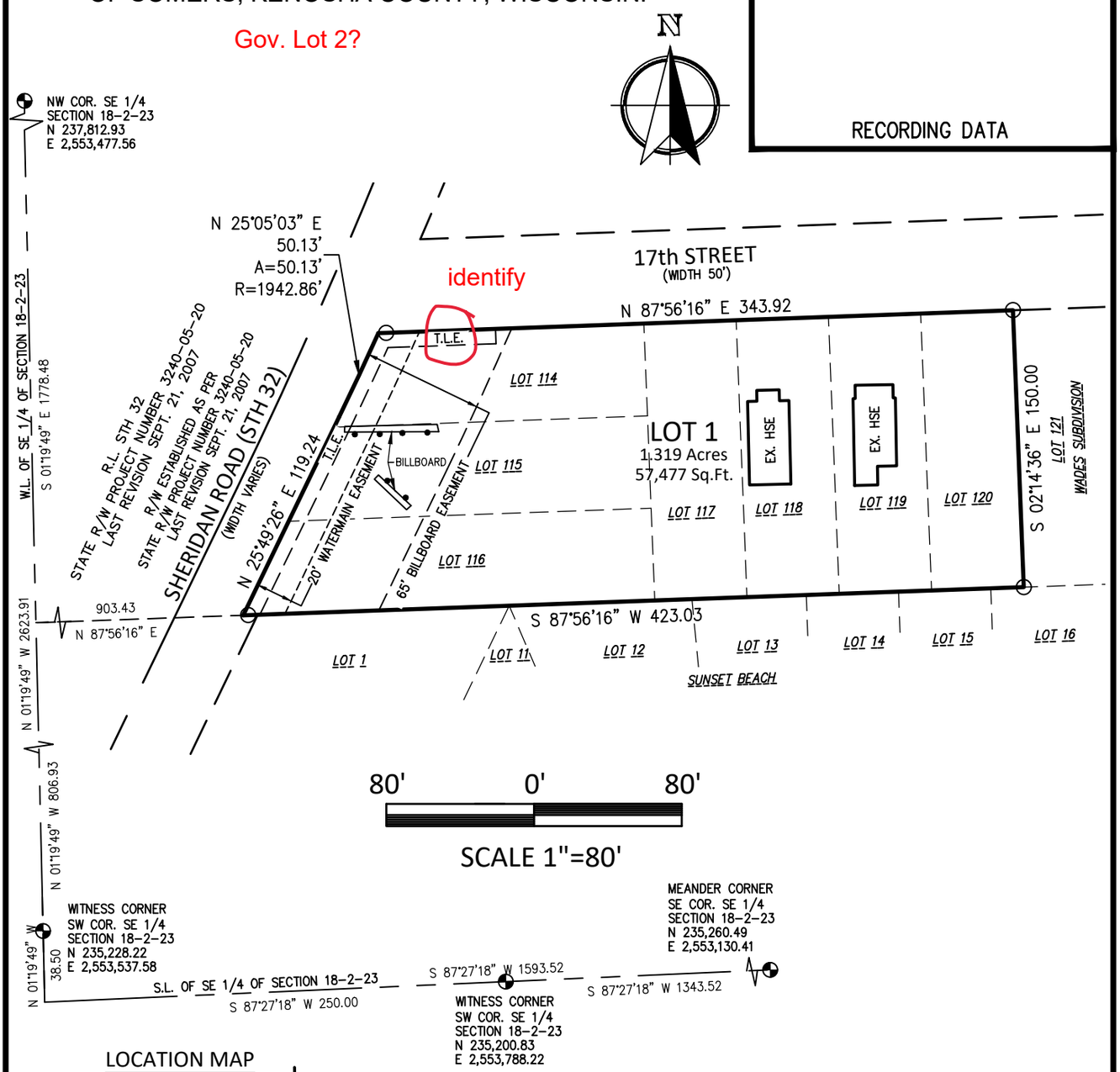
ATTACH TO-SCALE COPY
OF DRAFT CERTIFIED
SURVEY MAP DOCUMENT
OR PLAT DOCUMENT HERE

# CERTIFIED SURVEY MAP NO. _____

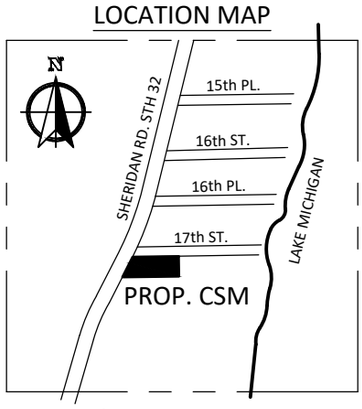
A REDIVISION OF LOTS 114, 115, 116, 117, 118 ,119 AND 120 OF WADES SUBDIVISION BEING PART OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 23 EAST, IN THE VILLAGE OF SOMERS, KENOSHA COUNTY, WISCONSIN.

Gov. Lot 2?

RECORDING DATA




LOCATION MAP




SE 1/4 SECTION 18-2-23

NOTES:
ZONING OF PARCELS IS B-3 AND R-5

OWNER/LAND SPLITTER: CARTHAGE COLLEGE
2001 ALFORD PARK DR. KENOSHA, WI 53140

ADAMS OUTDOOR ADVERTISING LTD
102 E. BADGER RD. MADISON, WI 53713

ALL ELEVATIONS REFER TO NAVD 1988 (12).

BEARINGS BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1983 / 2011. THE WEST LINE OF THE SE 1/4 SECTION 18-2-23 IS ASSUMED TO BEAR N 01°19'49" W.

LEGEND:
○ 1" O.D. IRON PIPE FOUND
◔ 6" CONC. MON. W / BRASS CAP FOUND


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

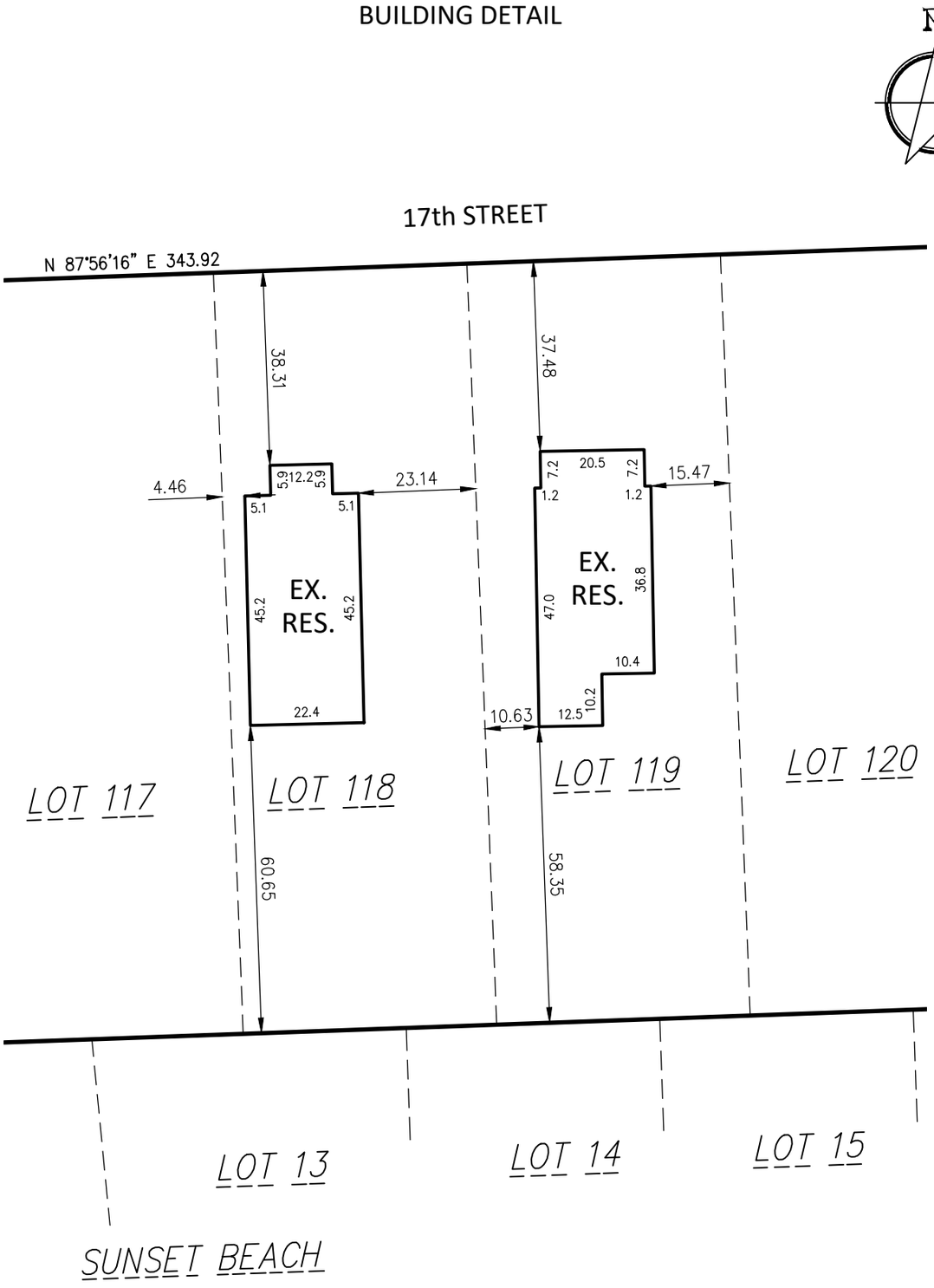

This Instrument was drafted by Mark R. Madsen April 21, 2022

2011.0091.29.DWG
SHEET 1 OF 5 SHEETS

# CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOTS 114, 115, 116, 117, 118 ,119 AND 120 OF WADES SUBDIVISION BEING PART OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 23 EAST, IN THE VILLAGE OF SOMERS, KENOSHA COUNTY, WISCONSIN.

BUILDING DETAIL





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


This Instrument was drafted by Mark R. Madsen April 21, 2022

2011.0091.29.DWG
SHEET 2 OF 5 SHEETS

# CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOTS 114, 115, 116, 117, 118 ,119 AND 120 OF WADES SUBDIVISION BEING PART OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 23 EAST, IN THE VILLAGE OF SOMERS, KENOSHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Mark R. Madsen, hereby certify: That I have prepared this Certified Survey Map at the direction of the Owners; THAT such Map is a correct representation of the exterior boundaries of the land surveyed and are described as: Lots 114, 115, 116, 117, 118, 119, and 120 of Wades Subdivision, recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on January 18, 1921, in Volume 103 of Deeds, Pages 157-158, being part of the Southeast Fractional ¼ of Section 18, Township 2 North, Range 23 East in the Village of Somers, Kenosha County, Wisconsin, and more particularly described as follows: Commence at the Witness Corner for the Southwest corner of the Southeast Fractional ¼ of said Section 18 located N01°19'49"W 38.50 feet from the true Southwest corner of the Southeast Fractional ¼ of said Section 18; continue thence N01°19'49"W 806.93 feet along the West line of the Southeast Fractional ¼ of said Section 18; thence N87°56'16"E 903.43 feet to the East line of Sheridan Road (STH 32) to the point of beginning of this description; thence N25°49'26"E 119.24 feet along the East line of Sheridan Road (STH 32) to a point of curvature to the East whose radius is 1942.86 feet and whose chord bears N25°05'03"E 50.13 feet; thence Northerly 50.13 feet along the arc of said curve and the East line of Sheridan Road (STH 32) to the South line of 17th Street and the North Line of Lot 114 of said Wades Subdivision; thence N87°56'16"E 343.92 feet along the South line of 17th Street and the North Line of Lots 114, 117, 118, 119, and 120 of said Wades Subdivision to the Northeast corner of Lot 120 of said Wades Subdivision; thence S02°14'36"E 150.00 feet along the East line of Lot 120 of said Wades Subdivision to the Southeast corner of Lot 120 and the South line of said Wades Subdivision; thence S87°56'16"W 423.03 feet along the South line of said Wades Subdivision to the East line of said Sheridan Road (STH 32) and the point of beginning. Containing 1.319 acres.

THAT I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes and the Code of General Ordinances for the Village of Somers. THAT such map is a true representation of all exterior boundaries of the land surveyed and the land division thereof made;

April 21, 2022

_____

Mark R. Madsen, P.E., P.L.S. (S-2271)
Nielsen Madsen & Barber, S.C.
1458 Horizon Blvd. Suite 200
Racine, WI 53406
(262)634-5588

# CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOTS 114, 115, 116, 117, 118 ,119 AND 120 OF WADES SUBDIVISION BEING PART OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 23 EAST, IN THE VILLAGE OF SOMERS, KENOSHA COUNTY, WISCONSIN.

OWNERS' CERTIFICATE

Carthage College as Owner hereby certifies that it has caused the lands described on this map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map. Carthage College also does further certify that this Certified Survey Map is required to be submitted to the following for approval or objection: Village Board of the Village of Somers.

IN WITNESS WHEREOF said Carthage College has caused these presents to be signed as Owner at _____ Wisconsin on this _____ day of _____ 2022.

_____
??????????????
Carthage College
2001 Alford Park Drive
Kenosha, Wisconsin 53140

STATE OF WISCONSIN )
COUNTY OF_____ )

Personally came before me this _____ day of _____, 2022, ???????????? of the above-named Carthage College, to me known to be the person who executed the foregoing instrument, and to me known to be such Sole Member of said Carthage College, and acknowledged that he executed the foregoing as such Sole Member as the deed of said Carthage College, by its authority.

Notary Public, _____
My commission expires: _____

OWNERS' CERTIFICATE

Adams Outdoor Advertising LTD as Owner hereby certifies that it has caused the lands described on this map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map. Adams Outdoor Advertising LTD also does further certify that this Certified Survey Map is required to be submitted to the following for approval or objection: Village Board of the Village of Somers.

IN WITNESS WHEREOF said Adams Outdoor Advertising LTD has caused these presents to be signed as Owner at _____ Wisconsin on this _____ day of _____ 2022.

_____
??????????????
Adams Outdoor Advertising LTD
102 E. Badger Road
Madison, Wisconsin 53713

STATE OF WISCONSIN )
COUNTY OF_____ )

Personally came before me this _____ day of _____, 2022, ???????????? of the above-named Adams Outdoor Advertising LTD, to me known to be the person who executed the foregoing instrument, and to me known to be such Sole Member of said Adams Outdoor Advertising LTD, and acknowledged that he executed the foregoing as such Sole Member as the deed of said Adams Outdoor Advertising LTD, by its authority.

Notary Public, _____
My commission expires: _____

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

This Instrument was drafted by Mark R. Madsen April 21, 2022

# CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOTS 114, 115, 116, 117, 118 ,119 AND 120 OF WADES SUBDIVISION BEING PART OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 23 EAST, IN THE VILLAGE OF SOMERS, KENOSHA COUNTY, WISCONSIN.

PLAN COMMISSION APPROVAL

APPROVED as a Certified Survey Map this _____ day of _____, 2021.

_____ _____, Date: _____

George Stoner, President

_____ _____, Date: _____

Secretary

VILLAGE BOARD APPROVAL

APPROVED as a Certified Survey Map this _____ day of _____, 2021.

_____ _____, Date: _____

George Stoner, President

_____ _____, Date: _____

Mary Cole, Village Clerk-Treasurer

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

This Instrument was drafted by Mark R. Madsen April 21, 2022

2011.0091.29.DWG
SHEET 5 OF 5 SHEETS

**TONY EVERS**
GOVERNOR
**KATHY BLUMENFELD**
SECRETARY
**P**lat **R**eview
PO Box 1645, Madison WI 53701
E-mail: plat.review@wi.gov
https://doa.wi.gov/platreview

May 09, 2022

Mark Madsen
NIELSEN MADSEN & BARBER
1458 HORIZON BLVD STE 200, MOUNT PLEASANT WI 53406
mmadsen@nmbsc.net

FILE NO. 121358
Certified Survey Map
Carthage College,
Village of Somers, Kenosha County

Dear Mark Madsen:
Per request, we have reviewed this certified survey map (CSM) for compliance with s. 236.34 Wis. Stats. Our comments are as follows:

**REVIEW COMMENTS:**

s. 236.15 (1) (c) This section requires monuments to be shown (found or set) at all lot corners. It appears that found monuments are shown offset from the NW and SW corners of Lot 1. Monuments that meet the requirements of this section should be placed (or found) at the actual corners; there is no provision in this section for the offset monumentation as shown on the map. If monuments cannot be set at these corners you may request a waiver of this section that indicates the conditions that prevent the placement of monuments at these corners.

S. 236.20 (2) (f) The 'T.L.E.' along the west and north lot boundary should be identified. If an easement, the width should be shown, along with the length of the easement along the north lot boundary.

s. 236.20 (2) (k) The central angle and tangent bearing at the north end should be shown for the curve along the west lot boundary.

s. 236.20 (3) (d) The adjoining Sheridan Road (STH 32) street name should be underscored with a dashed or dotted line.

s. 236.34 (1m) (c) It appears that this land division is located in Government Lot 2 of Section 18, and should be so noted in the location descriptions under the map heading on all sheets and in the Surveyor's certificate.

If you have any questions regarding this review, please contact me at the number listed above.

Sincerely,

Don Sime, PLS
Plat Review
Email: plat.review@wi.gov

Enc: Certified Survey Map
cc: Clerk, Village of Somers

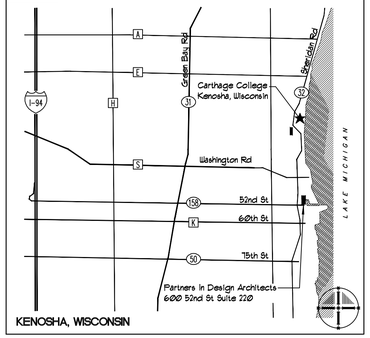



# CARTHAGE COLLEGE

Somers, Wisconsin

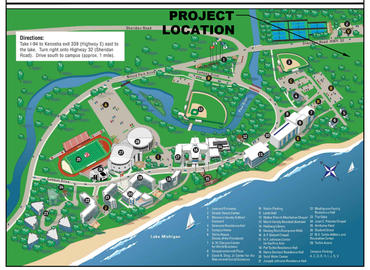
# OPERATIONS BUILDING

## LOCATION MAP




KENOSHA, WISCONSIN

## CAMPUS MAP




## GENERAL NOTES

1. DO NOT SCALE DRAWINGS.
2. CONTRACTOR SHALL FIELD VERIFY AND BECOME THOROUGHLY FAMILIAR WITH ALL CONDITIONS AND DIMENSIONS.
3. EACH CONTRACTOR SHALL REVIEW COMPLETE PLANS FOR RELATED WORK.
4. ALL WORK SHALL BE IN COMPLIANCE WITH STATE AND LOCAL CODES FOR RESPECTIVE TRADES.
5. BUILDING AND ADJACENT BUILDINGS WILL REMAIN OPERATIONAL THROUGHOUT PROJECT DURATION.

## SHEET INDEX


| | |
|---|---|
| T1 | TITLE SHEET |
| **CIVIL** | |
| C1 | EXISTING CONDITIONS |
| C2 | DIMENSIONED SITE PLAN |
| C3 | SITE DEMOLITION PLAN |
| C4 | SITE UTILITY PLAN |
| C5 | STORM SEWER PLAN |
| C6 | SITE GRADING & EROSION CONTROL PLAN |
| C7 | PAVEMENT MARKINGS & SIGNAGE PLAN |
| C8 | TYPICAL SECTIONS & CONSTRUCTION DETAILS |
| C9 | TYPICAL SECTIONS & CONSTRUCTION DETAILS |
| C10 | TYPICAL SECTIONS & CONSTRUCTION DETAILS |
| **LANDSCAPE** | |
| L-1 | LANDSCAPE PLAN |
| L-2 | LANDSCAPE DETAILS, SCHEDULES & NOTES |
| **ARCHITECTURAL** | |
| A1.1 | ARCHITECTURAL SITE PLAN & SITE DETAILS |
| A3.1 | OVERALL FLOOR PLAN |
| A4.1 | EXTERIOR ELEVATIONS |
| A4.2 | EXTERIOR RENDERINGS & MATERIALS |
| **ELECTRICAL** | |
| E0.1 | SITE PHOTOMETRIC PLAN |


Carthage

**CLIENT:**

CARTHAGE COLLEGE
2001 ALFORD PARK DRIVE
KENOSHA, WI 53140-1994
PHONE: 2625516200
FAX: 2625515495
ATTN: TED FARES

Partners in Design ARCHITECTS

**ARCHITECT:**

PARTNERS IN DESIGN ARCHITECTS
6600 52nd STREET, SUITE 220
KENOSHA, WISCONSIN 53140
PHONE: 2626512800
FAX: 2626512812
ATTN: MARK MOLINARO, JR. AIA, LEED AP
OR
ERIC MIGRIN, LEED AP

NM & B NIELSEN MADSEN & BARBER S.C.
CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS

**CIVIL ENGINEER:**

NIELSEN MADSEN & BARBER SC
1458 HORIZON BLVD, SUITE 200
RACINE, WISCONSIN 53406
PHONE: 2626345588
FAX: 2626345074
ATTN: MARK EBERLE

rtm ENGINEERING CONSULTANTS

**MECHANICAL, ELECTRICAL, PLUMBING ENGINEER:**

RTM ENGINEERING CONSULTANTS
650 E. IL-62, SUITE 250
SCHAUMBURG, ILLINOIS 60173
PHONE: 847.756.4180
ATTN: DAVE PILUSKI

TNA Landscape Architecture & Project Management

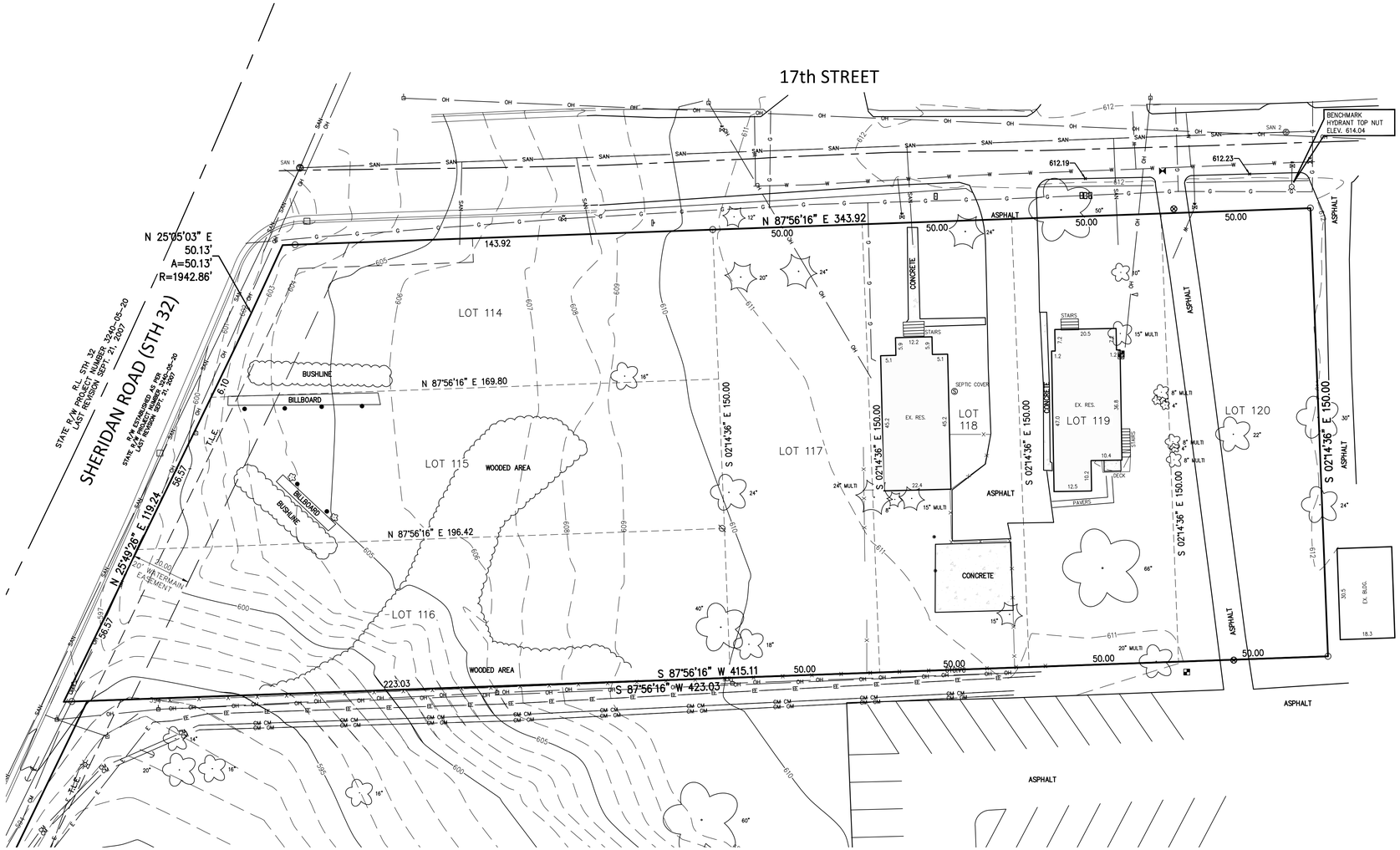
**LANDSCAPE ARCHITECT:**

THOMAS NORDLOH ASSOCIATES
4111 TAFT ROAD
KENOSHA, WISCONSIN 53142
PHONE: 262.496.9191
ATTN: THOMAS NORDLOH

Partners in Design ARCHITECTS

CARTHAGE COLLEGE
OPERATIONS BUILDING

DATE: 03.23.22
NUMBER: 154.21.085




N

40' 20' 0' 20' 40'

SCALE 1"=20'

## NOTES

BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1983 / 2011

ALL ELEVATIONS REFER TO NAVD 1988 (12)

DIGGERS HOTLINE
Call 811 or (800) 242-8511
www.DiggersHotline.com

## EXISTING UTILITY DATA

| SAN 1 | SAN 2 |
|---|---|
| RIM 602.18 | RIM 612.50 |
| IE. 12" N/S 589.98 | IE. 8" E/W 600.95 |
| IE. 8" E 590.88 | |
| IE. 8" E 594.18 (ABANDONED) | |

## LEGEND

- VENT PIPE
- CATCH BASIN
- MAILBOX
- BILLBOARD POST
- ELECTRIC PEDESTAL
- ELECTRIC METER
- ELECTRIC LINE
- SANITARY MANHOLE
- SANITARY SEWER
- HYDRANT
- WATER VALVE
- WATER MAIN
- BUSH
- GUARD POST
- POWER POLE
- GUY WIRE
- PAD MOUNT TRANSFORMER
- COMMUNICATION BOX
- COMMUNICATION LINE
- DECIDUOUS TREE
- CONIFEROUS TREE
- GAS MAIN
- GAS METER
- GAS VALVE
- SIGN
- FENCE
- OVERHEAD WIRES
- FOUND 1" IRON PIPE
- FOUND 1-3/4" IRON PIPE
- FOUND ROD IN CONCRETE

WISCONSIN
JASON J. CHRISTENSEN
E-41783
RACINE, WI
PROFESSIONAL ENGINEER
3/23/22



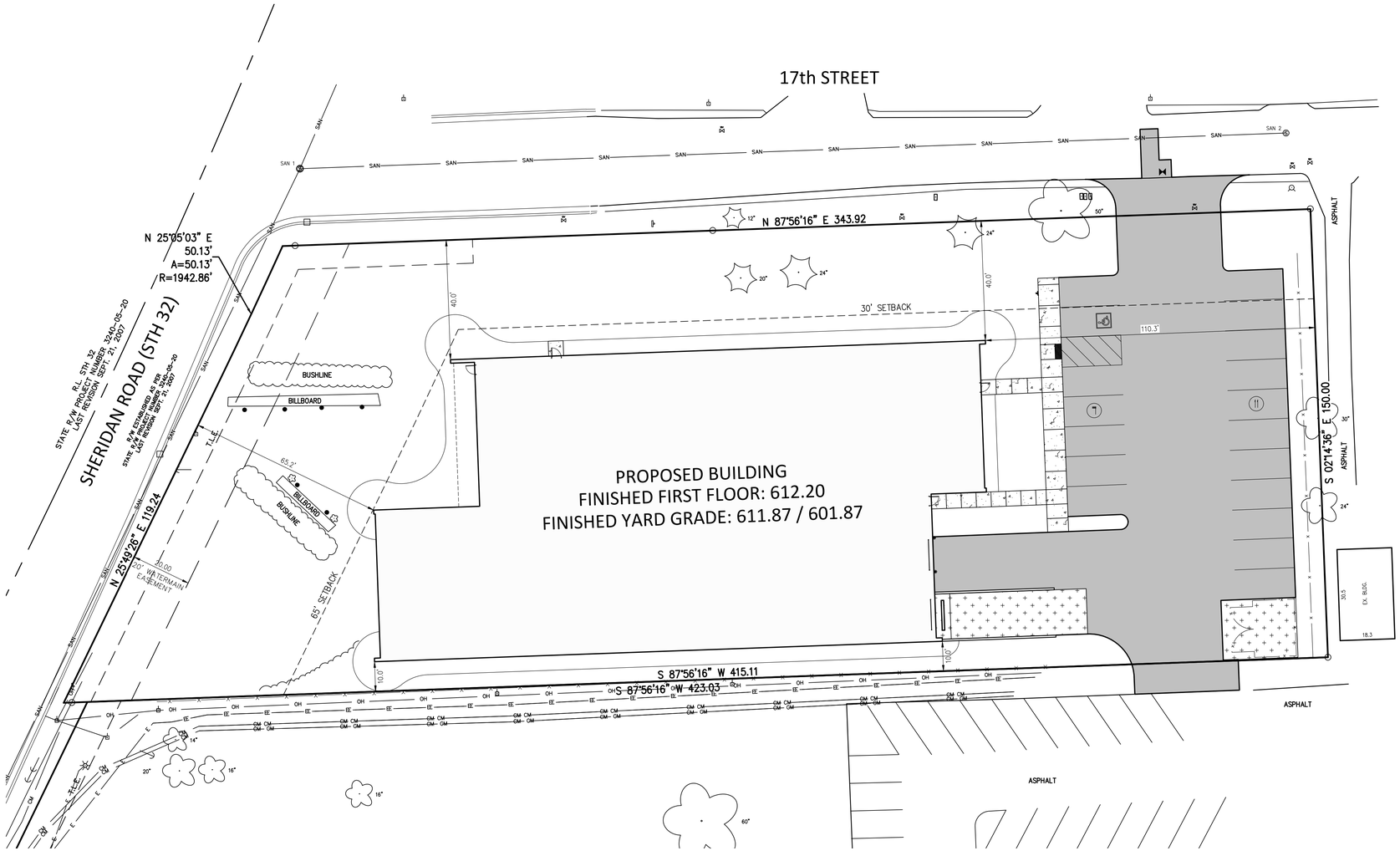
PARKSIDE

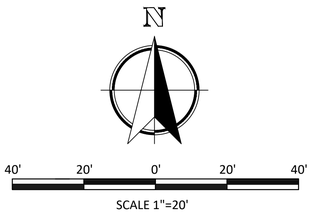
# FACILITIES BUILDING
Carthage College – Somers, Wisconsin

## EXISTING CONDITIONS

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

PROJECT NO.: 2011009127
DRAWN BY: JJC
CHECKED BY: MDE
DATE: 03.23.22
SHEET NO.: C1




## UTILITY NOTE

EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND / OR TO AVOID DAMAGE THERETO, CONTRACTOR SHALL CALL "DIGGER'S HOTLINE" PRIOR TO ANY CONSTRUCTION.

DIGGERS HOTLINE
Call 811 or (800) 242-8511
www.DiggersHotline.com

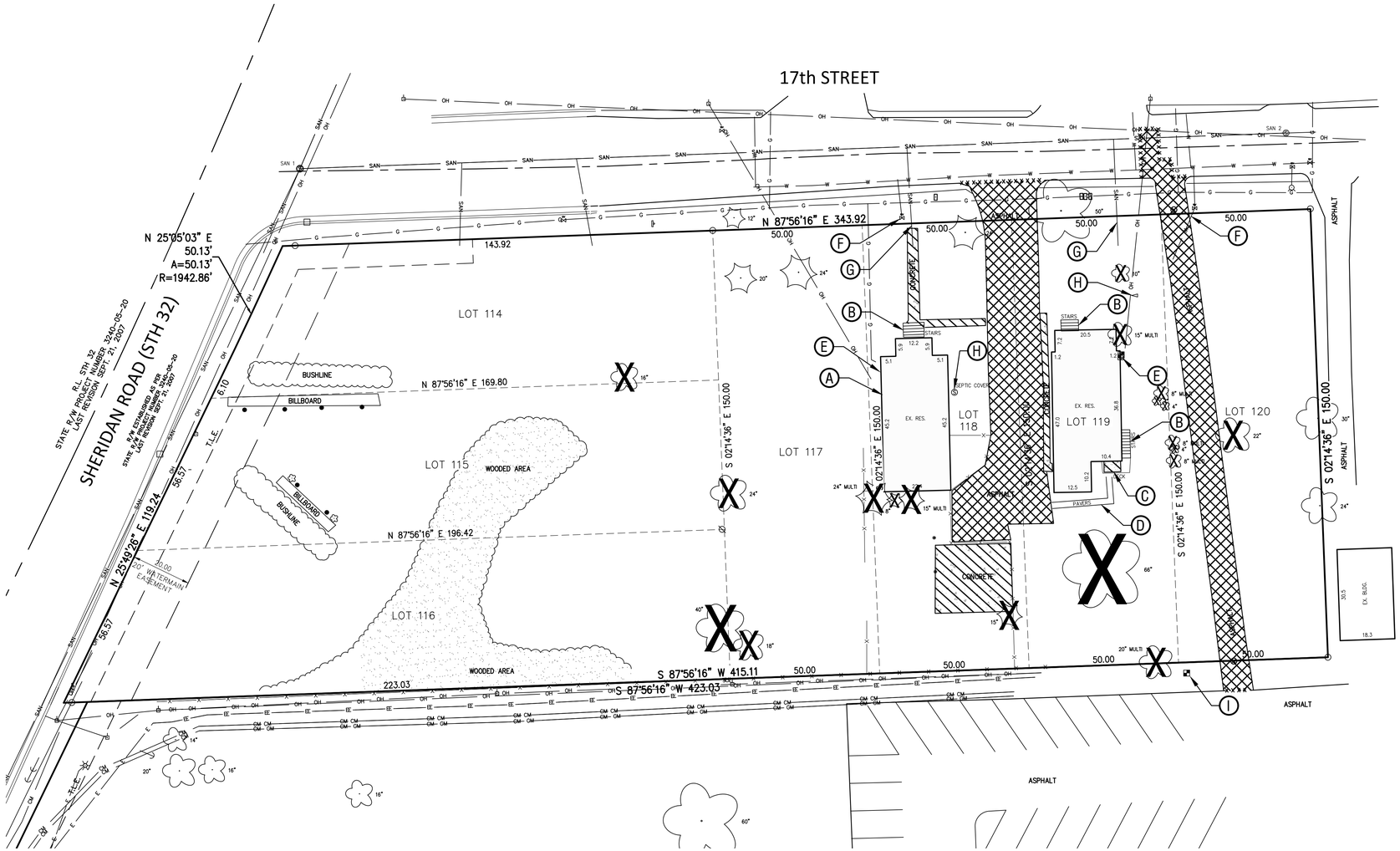
REVISIONS

FACILITIES BUILDING
Carthage College – Somers, Wisconsin

DIMENSIONED SITE PLAN

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

PROJECT NO.: 20110091.27
DRAWN BY: JJC
CHECKED BY: MDE
DATE: 03.23.22
SHEET NO.: C2




N

40' 20' 0' 20' 40'

SCALE 1"=20'

## DEMOLITION NOTES

THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL, AND DISPOSAL AT A LOCATION APPROVED (BY ALL GOVERNING AUTHORITIES) OF ALL STRUCTURES, PADS, WALLS, FLUMES, FOUNDATIONS, PAVEMENTS, DRIVES, DRAINAGE STRUCTURES, UTILITIES, ETC., SUCH THAT THE IMPROVEMENTS SHOWN ON THE REMAINING PLANS CAN BE CONSTRUCTED. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLY COMPACTED FILL MATERIAL PER THE SPECIFICATIONS.

THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING THE DEBRIS IN A LAWFUL MANNER. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION, SITE CLEARING, AND DISPOSAL.

THE CONTRACTOR SHALL COORDINATE WITH RESPECTIVE UTILITY COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF UTILITIES. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANY'S FORCES AND ANY FEES WHICH ARE TO BE PAID TO THE UTILITY COMPANY FOR THEIR SERVICES. THE CONTRACTOR IS RESPONSIBLE FOR PAYING ALL FEES AND CHARGES.

THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE LAND SURVEYOR AND ENGINEER OF RECORD ASSUME NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ON-SITE LOCATIONS OF EXISTING UTILITIES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION AND DISCONNECTION OF UTILITY SERVICES TO THE EXISTING BUILDINGS PRIOR TO DEMOLITION (OR MODIFICATION) OF THE BUILDINGS.

ALL EXISTING SEWERS, PIPING, AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES. GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DESTRUCTION AND REMOVAL OF ALL SERVICE LINES AND CAP ALL LINES BEFORE PROCEEDING WITH THE WORK.

ELECTRICAL, TELEPHONE, CABLE, WATER, FIBER OPTIC CABLE, AND/OR GAS LINES NEEDING TO BE REMOVED OR RELOCATED SHALL BE COORDINATED WITH THE AFFECTED UTILITY COMPANY. ADEQUATE TIME SHALL BE PROVIDED FOR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY IS NECESSARY TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CALL DIGGERS HOTLINE AT 1-800-242-8511 A MINIMUM OF 3 WORKING DAYS PRIOR TO EXCAVATION ACTIVITIES TO LOCATE AND MARK ALL UNDERGROUND UTILITIES.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HIRE A PRIVATE UTILITY LOCATING SERVICE TO LOCATE AND MARK ALL UNDERGROUND PRIVATE UTILITIES.

CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH SIGNS, FENCING, BARRICADES, ENCLOSURES, ETC., (AND OTHER APPROPRIATE BEST MANAGEMENT PRACTICES) AS APPROVED BY THE CONSTRUCTION MANAGER. TEMPORARY CLOSURE OF ANY PUBLIC ROADWAY OR SIDEWALK SHALL BE APPROVED BY THE AUTHORITY HAVING JURISDICTION.

CONTINUOUS ACCESS SHALL BE MAINTAINED FOR THE SURROUNDING PROPERTIES AT ALL TIMES DURING THE COURSE OF WORK.

PRIOR TO DEMOLITION OCCURRING, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED.

EXISTING ITEMS TO REMAIN INCLUDING, BUT NOT LIMITED TO, FENCES, SIGNS, UTILITIES, BUILDINGS, TREES, PAVEMENTS, AND LIGHT POLES SHALL BE CAREFULLY PROTECTED DURING THE DEMOLITION PROCESS. ANY DAMAGE SUSTAINED TO ITEMS TO REMAIN IN PLACE SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE AT NO ADDITIONAL COST TO THE OWNER.

SEE PROJECT SPECIFICATIONS FOR STORM SEWER 'REMOVAL' AND ABANDONMENT' SPECIFICATIONS.

SUB-SURFACE DRAIN TILES MAY BE ENCOUNTERED DURING CONSTRUCTION. ALL TILES ENCOUNTERED WITHIN THE EXCAVATION LIMITS SHALL BE EXCAVATED AND REMOVED FROM THE SITE. REMAINING TILES SHALL BE CAPPED JUST OUTSIDE THE NEW TURF LIMITS UNLESS THEY APPEAR TO BE DRAINAGE TOWARDS THE INFILED IN WHICH CASE THEY SHOULD BE EXTENDED TO THE PERIMETER TILE.

PROPERTY CORNERS AND BENCHMARKS SHALL BE CAREFULLY PROTECTED UNTIL THEY HAVE BEEN REFERENCED BY A PROFESSIONAL LAND SURVEYOR. PROPERTY MONUMENTS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE AT NO ADDITIONAL COST TO THE OWNER.

CONTRACTOR SHALL LIMIT PAVEMENT REMOVALS TO ONLY THOSE AREAS WHERE IT IS NECESSARY AS SHOWN ON THESE CONSTRUCTION PLANS. CONCRETE SIDEWALK AND CURB & GUTTER IS TO BE REMOVED TO NEAREST JOINT IN ORDER TO ACCOMMODATE PROPOSED IMPROVEMENTS. IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAVEMENTS AND OR OTHER IMPROVEMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND REPAIR OF DAMAGED PAVEMENT AND OTHER ITEMS AT NO ADDITIONAL COST TO THE OWNER.

IF PREVIOUSLY UNIDENTIFIED HAZARDOUS, CONTAMINATED MATERIALS, OR OTHER ENVIRONMENTAL RELATED CONDITIONS ARE DISCOVERED, STOP WORK IMMEDIATELY AND NOTIFY THE PROJECT CONSTRUCTION MANAGER FOR ACTION TO BE TAKEN. DO NOT RESUME WORK UNTIL SPECIFICALLY AUTHORIZED BY THE CONSTRUCTION MANAGER.

AT THE COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL ABANDONED, EXCESS, WASTE, STOCKPILED AND SPOIL MATERIAL IN ACCORDANCE WITH SECTION 205.3.12 OF THE "STATE SPECIFICATIONS". THIS WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.

## LEGEND

- REMOVE ASPHALT PAVEMENT & BASE
- REMOVE CONCRETE PAVEMENT & BASE
- CLEAR & GRUB TREES
- xxxxxxxxx SAWCUT PAVEMENT (FULL DEPTH)
- REMOVE FENCE
- CLEAR & GRUB ISOLATED TREES

- (A) RAZE BUILDINGS INCLUDING ALL FOUNDATIONS (REMOVE FROM THE SITE)
- (B) REMOVE STAIRS & FOUNDATIONS
- (C) REMOVE DECK & FOUNDATIONS
- (D) REMOVE PAVERS
- (E) REMOVE ELECTRIC/GAS METER (COORDINATE WITH WE ENERGIES)
- (F) CAP WATER SERVICE AT RIGHT OF WAY LINE AND ABANDON IN PLACE
- (G) CAP SANITARY LATERAL AT RIGHT OF WAY LINE AND ABANDON IN PLACE
- (H) REMOVE SANITARY STRUCTURE
- (I) ELECTRIC PEDESTAL TO BE RELOCATED (COORDINATE WITH WE ENERGIES)

## UTILITY NOTE

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DIGGERS HOTLINE
Call 811 or (800) 242-8511
www.DiggersHotline.com

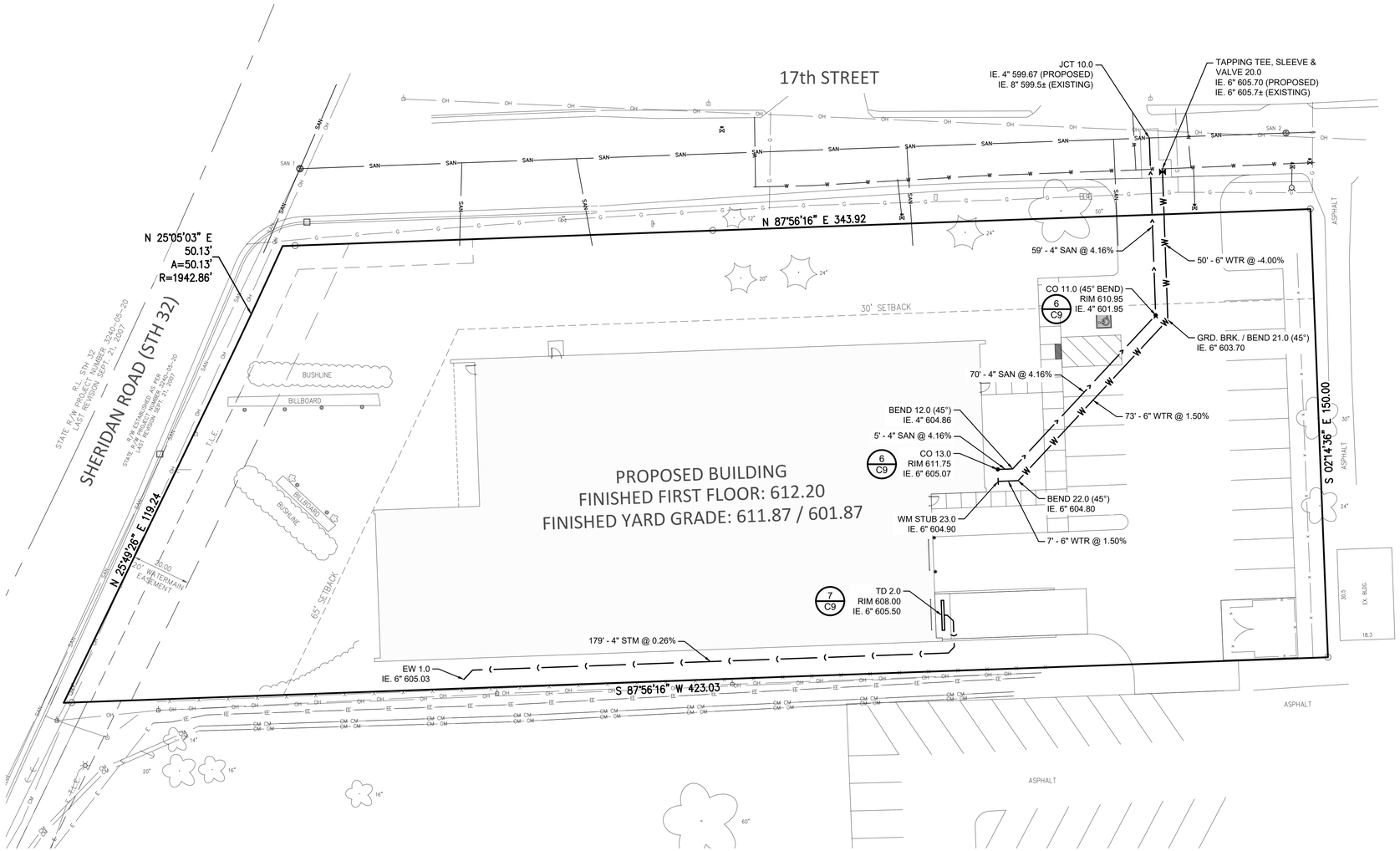
REVISIONS

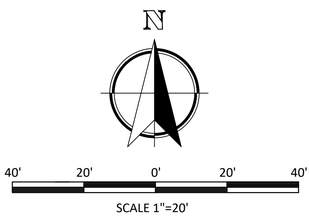
FACILITIES BUILDING
Carthage College – Somers, Wisconsin

SITE DEMOLITION PLAN

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

PROJECT NO.: 20110091.27
DRAWN BY: JJC
CHECKED BY: MDE
DATE: 03.23.22
SHEET NO.: C3




## UTILITY NOTES

1. SEE ELECTRICAL AND MEP PLANS FOR ADDITIONAL DETAILS
2. CONTRACTOR TO COORDINATE WITH WE-ENERGIES FOR GAS AND ELECTRICAL SERVICES.

## SITE UTILITY LEGEND

- W — EXISTING WATER MAIN
- W — PROPOSED WATER SERVICE
- > — PROPOSED SANITARY LATERAL
- STM — EXISTING STORM SEWER
- ) — PROPOSED STORM SEWER

## UTILITY NOTE

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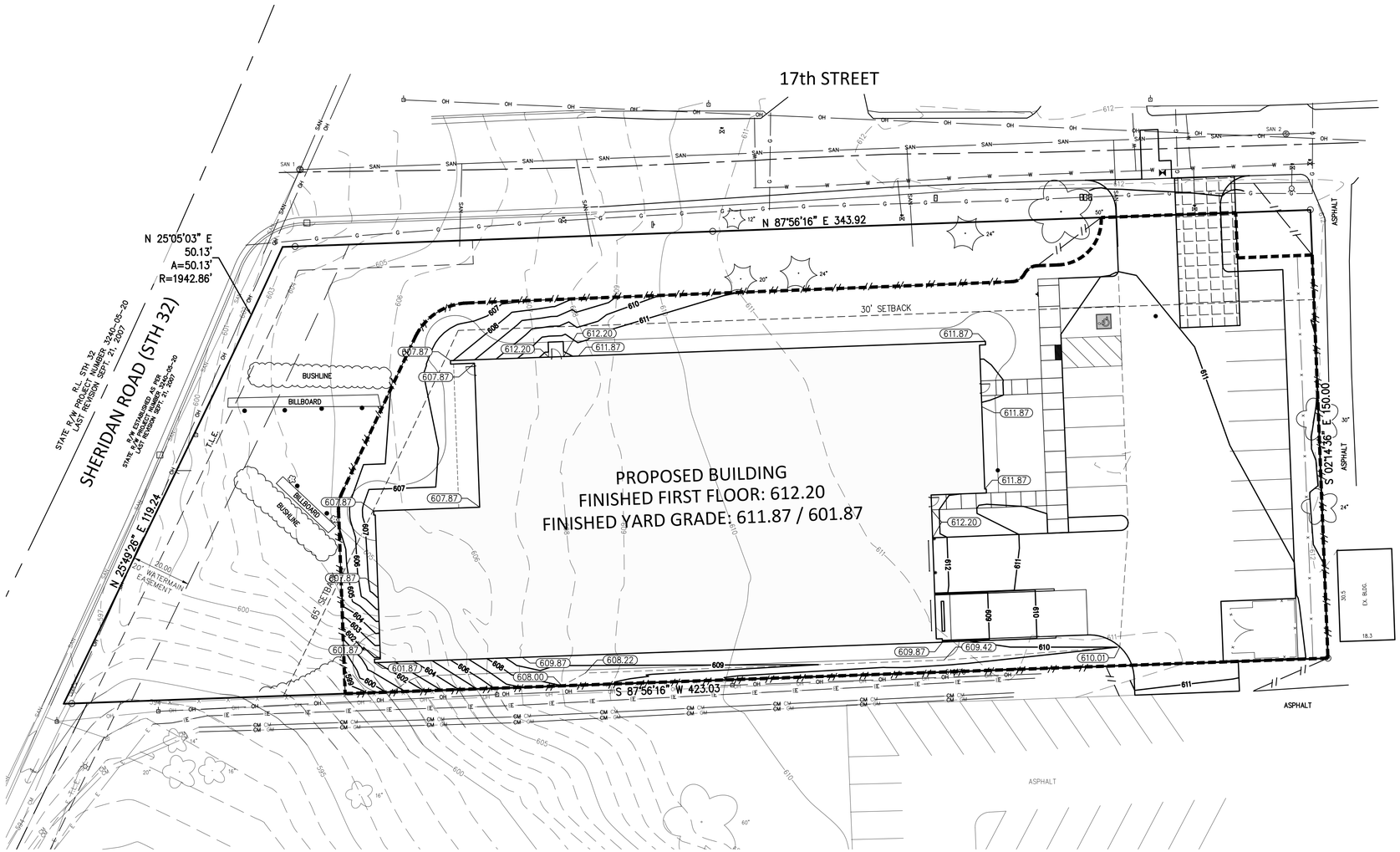
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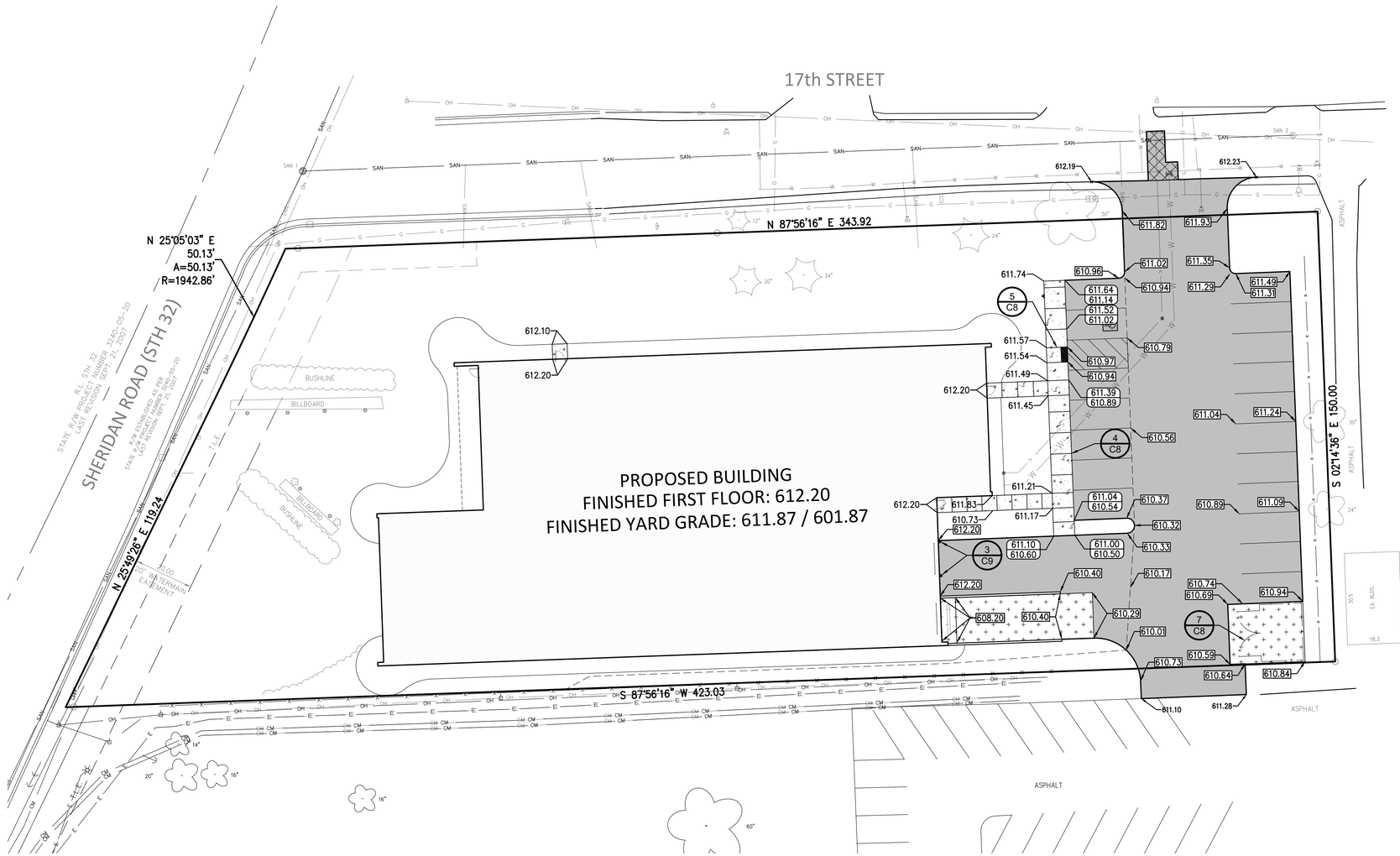
FACILITIES BUILDING
Carthage College – Somers, Wisconsin

SITE UTILITY PLAN

Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS
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SHEET NO.: C4


17th STREET
SHERIDAN ROAD (STH 32)
STATE R/W PROJECT NUMBER 3240-05-20
LAST REVISION SEPT. 21, 2007
STATE R/W ESTABLISHED AS 100'
PER PLAT RECORDED IN VOL. 3240-05-20
LAST REVISION SEPT. 21, 2007
N 25°05'03" E
50.13'
A=50.13'
R=1942.86'
N 87°56'16" E 343.92
S 02°14'36" E 150.00'
S 25°49'26" E 119.24'
S 87°56'16" W 423.03'
30' SETBACK
PROPOSED BUILDING
FINISHED FIRST FLOOR: 612.20
FINISHED YARD GRADE: 611.87 / 601.87
BUSHLINE
BILLBOARD
20' WATERMAIN EASEMENT
ASPHALT
T.L.E.
607.87
612.20
611.87
609.87
608.22
609.42
610.01
608.00
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601.87
608.00
608.22
609.42
610.01




N

40' 20' 0' 20' 40'

SCALE 1"=20'

## SITE GRADING & SUB-GRADE PREPARATION

EXISTING TOPSOIL AND OTHER NON-STRUCTURAL MATERIAL WITHIN THE PROPOSED BUILDING PADS, PAVEMENT SECTIONS AND STRUCTURAL FILL AREAS SHALL BE STRIPPED AND STOCKPILED AT THE LOCATION SHOWN OR AS DIRECTED BY THE GENERAL CONTRACTOR.

EXCAVATE, GRADE AND SHAPE SUBGRADE TO THE LINES AND GRADES SHOWN ON THE PLANS. SEE TYPICAL SECTIONS FOR PAVEMENT THICKNESS AND MATERIALS.

FOR STRUCTURAL FILL DEPTHS LESS THAN 20 FEET, THE DENSITY OF THE STRUCTURAL COMPACTED FILL AND SCARIFIED SUBGRADE AND GRADES SHALL NOT BE LESS THAN 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY STANDARD PROCTOR (ASTM D-698) WITH THE EXCEPTION OF THE TOP 12 INCHES OF PAVEMENT SUBGRADE WHICH SHALL HAVE A MINIMUM IN-SITU DENSITY OF 100 PERCENT OF MAXIMUM DRY DENSITY, OR 5 PERCENT HIGHER THAN UNDERLYING FILL MATERIALS.

THE MOISTURE CONTENT OF COHESIVE SOIL SHALL NOT VARY BY MORE THAN -1 TO +3 PERCENT AND GRANULAR SOIL ±3 PERCENT OF THE OPTIMUM WHEN PLACED AND COMPACTED OR RECOMPACTED, UNLESS SPECIFICALLY RECOMMENDED / APPROVED BY THE SOILS ENGINEER MONITORING THE PLACEMENT AND COMPACTION. COHESIVE SOILS WITH MODERATE TO HIGH EXPANSIVE POTENTIALS (PI>15) SHOULD, HOWEVER, BE PLACED, COMPACTED AND MAINTAINED PRIOR TO CONSTRUCTION AT A MOISTURE CONTENT OF 3±1 PERCENT ABOVE OPTIMUM MOISTURE CONTENT TO LIMIT FUTURE HEAVE.

THE FILL SHALL BE PLACED IN LAYERS WITH A MAXIMUM LOOSE THICKNESS OF 9 INCHES. THE COMPACTION EQUIPMENT SHOULD CONSIST OF SUITABLE MECHANICAL EQUIPMENT SPECIFICALLY DESIGNED FOR SOIL COMPACTION.

UPON COMPLETION OF THE GRADING AND COMPACTION OF THE SUBGRADE, A PROOF ROLL SHALL BE CONDUCTED BY THE CONTRACTOR ON ALL SUBGRADES THAT RECEIVE DENSE AGGREGATE BASE COURSE. THE CONTRACTOR SHALL PROVIDE A FULLY LOADED QUAD-AXLE TRUCK (18 TON MINIMUM LOAD) TO PERFORM THE PROOF ROLL. CONTRACTOR SHALL COORDINATE THE PROOF ROLL WITH THE OWNER AND THE GENERAL CONTRACTOR'S GEOTECHNICAL ENGINEER.

TEMPORARY SEEDING IS REQUIRED FOR ALL STOCKPILES AND OTHER EXPOSED LAND AREAS IF NOT ACTIVELY WORKED WITHIN 30 DAYS. AT THE COMPLETION OF THE PAVEMENT WORK, RE-SPREAD SALVAGED TOPSOIL OR IMPORT TOPSOIL AS NECESSARY TO PROVIDE A MINIMUM SIX-INCH (6") LAYER IN ALL LANDSCAPE AND LAWN AREAS. ALL DISTURBED AREAS SHALL BE RESTORED PER THE LANDSCAPE PLAN.

EXCESS TOPSOIL NOT BEING USED FOR THE PROJECT SHALL BE HAULED OFF-SITE.

## PAVEMENT SPECIFICATIONS

DENSE AGGREGATE BASE COURSE SHALL MEET THE REQUIREMENTS OF SECTION 305 OF THE "STATE SPECIFICATIONS". THE COMPLETED BASE SHALL BE IN ACCORDANCE WITH THE "TYPICAL SECTIONS & CONSTRUCTION DETAILS" SHEET(S) OF THE PLAN SET AND SHALL BE CONSTRUCTED IN FOUR-INCH (4") LIFTS AND COMPACTED ACCORDING TO SUBSECTION 305.3.2.2 OF THE "STATE SPECIFICATIONS".

ASPHALTIC CONCRETE PAVEMENT SHALL BE WISDOT LT 58-28 S MEETING THE REQUIREMENTS OF SECTION 460 OF THE "STATE SPECIFICATIONS". PAVEMENT SHALL BE INSTALLED IN TWO (2) LIFTS IN ACCORDANCE WITH THE "TYPICAL SECTIONS & CONSTRUCTION DETAILS" SHEET(S) OF THE PLAN SET. A TACK COAT SHALL BE INSTALLED BETWEEN THE LOWER AND UPPER COURSES IN ACCORDANCE WITH SECTION 455.3.2 OF THE "STATE SPECIFICATIONS".

CONCRETE FOR PAVEMENT(S), SIDEWALKS, CURB & GUTTER AND DRIVEWAY APRONS SHALL BE GRADE A-FA, AIR-ENTRAINED, AS SPECIFIED IN SUBSECTION 501.3.1 OF THE "STATE SPECIFICATIONS". ALL EXTERIOR CONCRETE SHALL BE "READY-MIXED" AND RECEIVE A BROOM FINISH. ALL CONCRETE WORK SHALL BE CURED IN ACCORDANCE WITH THE REQUIREMENTS OF SUBSECTION 415.2.4 OF THE "STATE SPECIFICATIONS".

CONTRACTION JOINTS SHALL BE AT SEVEN-FOOT (7') INTERVALS FOR SEVEN-FOOT (7') WIDE SIDEWALK.

EXPANSION JOINTS SHALL BE PLACED AS OUTLINED IN SUBSECTION 601.3.6 OF THE "STATE SPECIFICATIONS". FILLER MATERIAL FOR EXPANSION JOINTS SHALL BE 1/2" FIBER MATERIAL.

CONTRACTOR SHALL ADJUST AND/OR RECONSTRUCT ALL UTILITY COVERS (SUCH AS MANHOLES, VALVE BOXES, ETC.) TO MATCH THE FINISHED GRADES OF THE AREA AFFECTED BY THE CONSTRUCTION.

## PAVEMENT GRADING LEGEND

- 804.85 EXISTING SPOT GRADES
- 804.85 FINISHED PAVEMENT GRADES
- 804.85 FINISHED SIDEWALK GRADES
- 804.85 / 804.35 FINISHED SIDEWALK GRADES / FINISHED PAVEMENT GRADES
- PAVEMENT REPAIR PER LOCAL REQUIREMENTS
- 3 / C8 HEAVY-DUTY ASPHALT PAVEMENT (5")
- 1 / C8 LIGHT-DUTY CONCRETE PAVEMENT (4")
- 2 / C8 HEAVY-DUTY CONCRETE PAVEMENT (8")

## UTILITY NOTE

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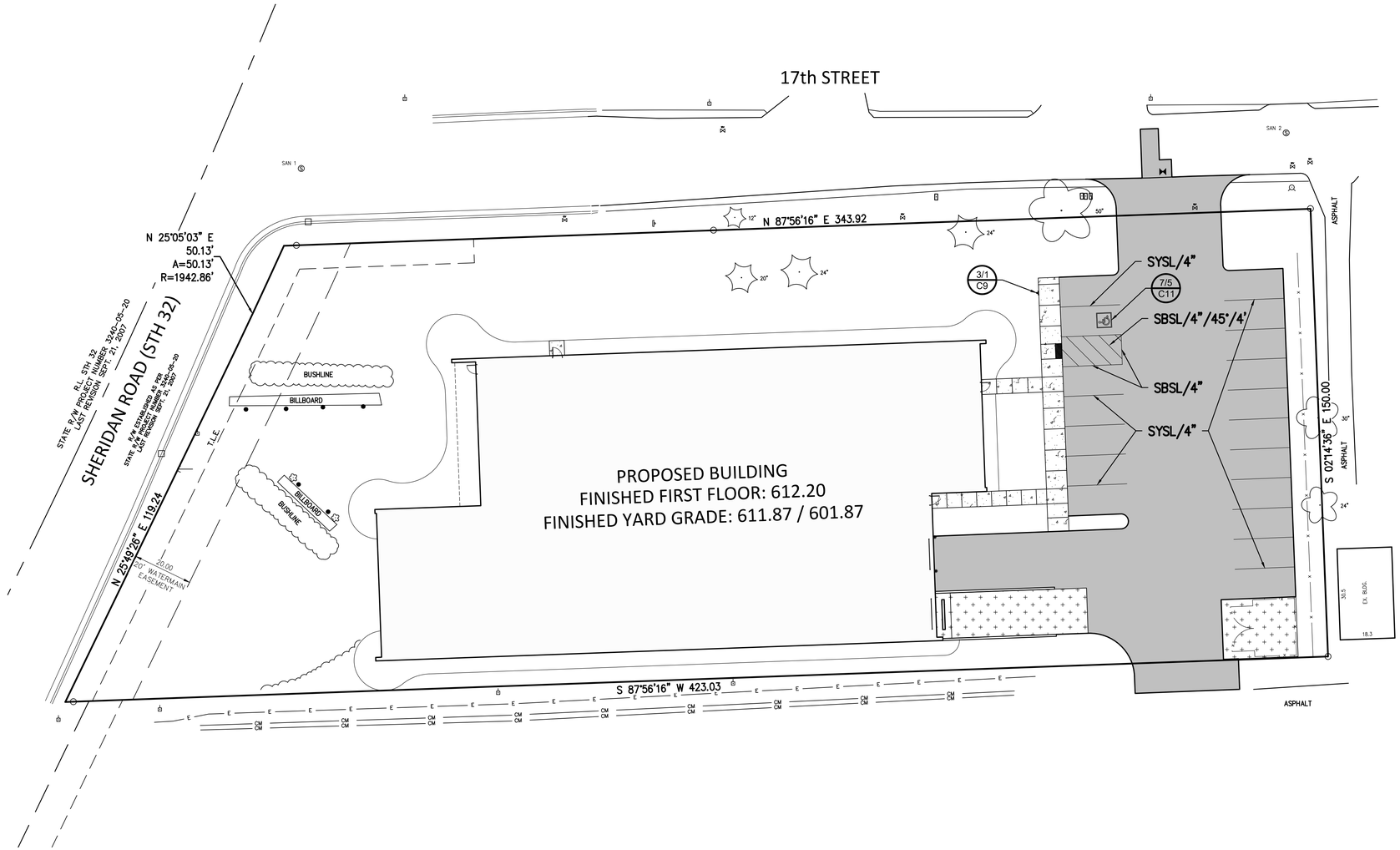
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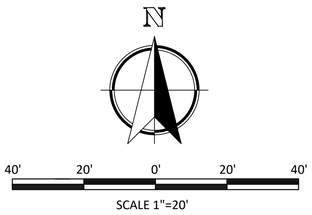
FACILITIES BUILDING
Carthage College – Somers, Wisconsin

PAVEMENT GRADING PLAN

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

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DRAWN BY: JJC
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DATE: 03.23.22
SHEET NO.: C6




## PAVEMENT MARKING LEGEND

(5 / C9) ISA-Y – INTERNATIONAL SYMBOL FOR ACCESSIBILITY – YELLOW

SYSL/4" – SINGLE YELLOW SOLID LINE / 4" WIDE EACH

SBSL/4" – SINGLE BLUE SOLID LINE / 4" WIDE EACH

SBSL/4"/45°/4' – SINGLE BLUE SOLID LINE / 4" WIDE EACH, 45°, 4' O.C.

## SIGN / POST LEGEND

(3/1 / C9) = SIGN (DETAIL 3) MOUNTED ON POST (DETAIL 1) AS SHOWN ON SHEET C9

## UTILITY NOTE

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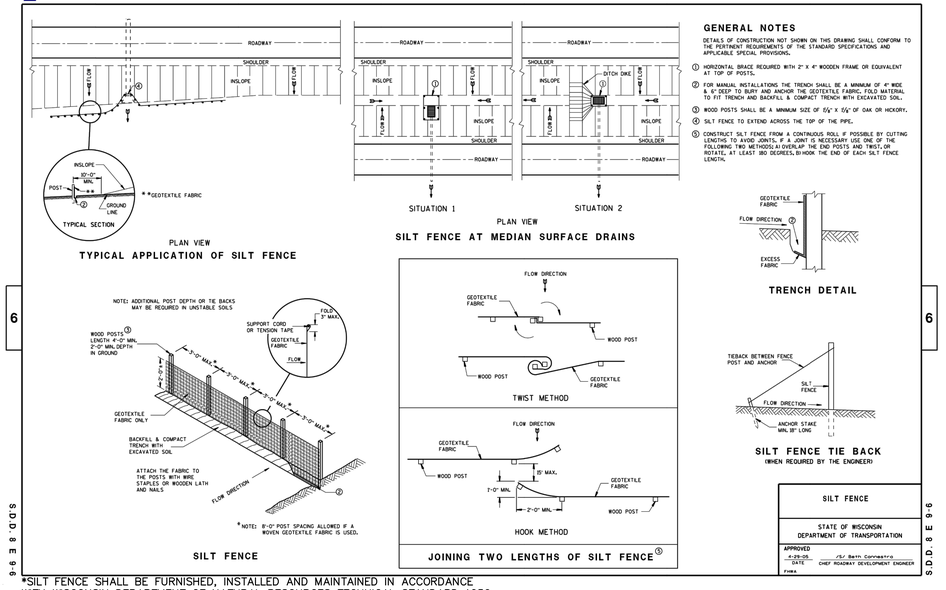
FACILITIES BUILDING
Carthage College – Somers, Wisconsin

PAVEMENT MARKING & SIGNAGE PLAN

Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS
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DRAWN BY: JJC CHECKED BY: MDE
DATE: 03.23.22
SHEET NO.: C7

## SDD 8e9 Silt Fence




### GENERAL NOTES

DETAILS OF CONSTRUCTION NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND APPLICABLE SPECIAL PROVISIONS.

① HORIZONTAL BRACE REQUIRED WITH 2" X 4" WOODEN FRAME OR EQUIVALENT AT TOP OF POSTS.

② FOR MANUAL INSTALLATIONS THE TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH AND BACKFILL & COMPACT TRENCH WITH EXCAVATED SOIL.

③ WOOD POSTS SHALL BE A MINIMUM SIZE OF 5/8" X 5/8" OF OAK OR HICKORY.

④ SILT FENCE TO EXTEND ACROSS THE TOP OF THE PIPE.

⑤ CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY, USE ONE OF THE FOLLOWING TWO METHODS: A) OVERLAP THE END POSTS AND TWIST, OR ROTATE, AT LEAST 180 DEGREES, B) HOOK THE END OF EACH SILT FENCE LENGTH.

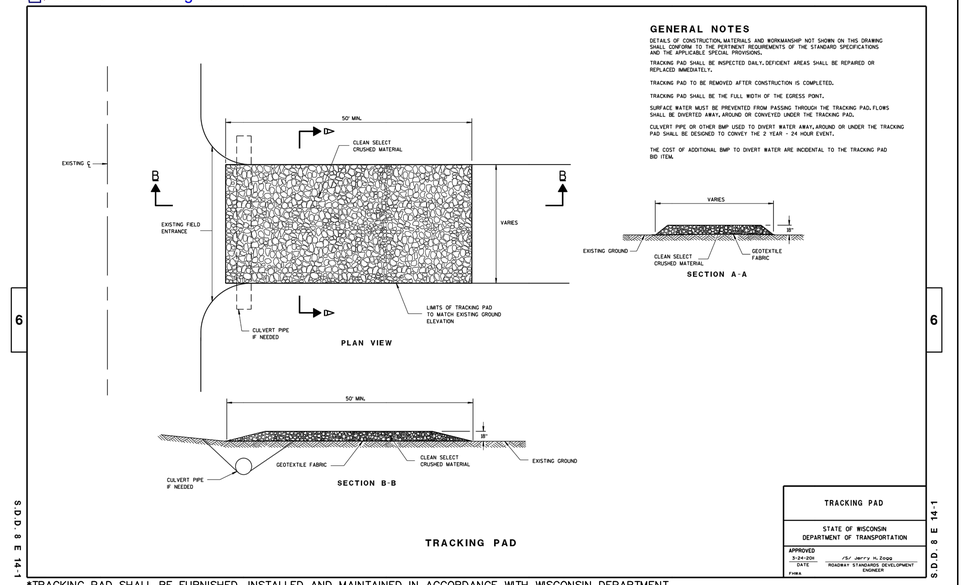
| SILT FENCE | |
|---|---|
| STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION | |
| APPROVED 4-29-05 DATE | /S/ Beth Cannestra CHIEF ROADWAY DEVELOPMENT ENGINEER |
| FHWA | |

S.D.D. 8 E 9-6

*SILT FENCE SHALL BE FURNISHED, INSTALLED AND MAINTAINED IN ACCORDANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARD 1056.

**1 SILT FENCE DETAIL** N.T.S.

## SDD 8e14 Tracking Pad




### GENERAL NOTES

DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND THE APPLICABLE SPECIAL PROVISIONS.

TRACKING PAD SHALL BE INSPECTED DAILY. DEFICIENT AREAS SHALL BE REPAIRED OR REPLACED IMMEDIATELY.

TRACKING PAD TO BE REMOVED AFTER CONSTRUCTION IS COMPLETED.

TRACKING PAD SHALL BE THE FULL WIDTH OF THE EGRESS POINT.

SURFACE WATER MUST BE PREVENTED FROM PASSING THROUGH THE TRACKING PAD. FLOWS SHALL BE DIVERTED AWAY, AROUND OR CONVEYED UNDER THE TRACKING PAD.

CULVERT PIPE OR OTHER BMP USED TO DIVERT WATER AWAY, AROUND OR UNDER THE TRACKING PAD SHALL BE DESIGNED TO CONVEY THE 2 YEAR - 24 HOUR EVENT.

THE COST OF ADDITIONAL BMP TO DIVERT WATER ARE INCIDENTAL TO THE TRACKING PAD BID ITEM.

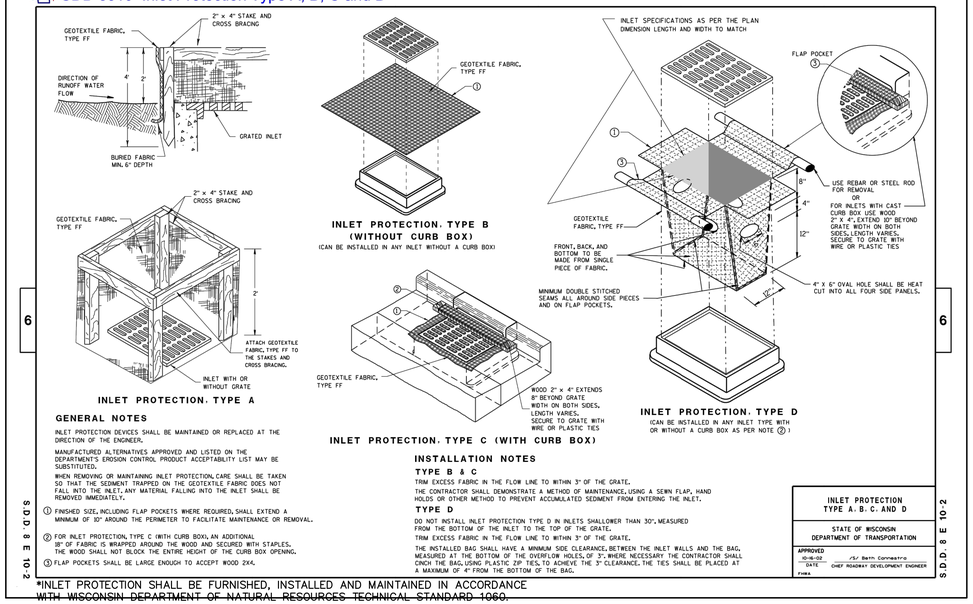
| TRACKING PAD | |
|---|---|
| STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION | |
| APPROVED 3-24-2014 DATE | /S/ Jerry M. Zogg ROADWAY STANDARDS DEVELOPMENT ENGINEER |
| FHWA | |

S.D.D. 8 E 14-1

*TRACKING PAD SHALL BE FURNISHED, INSTALLED AND MAINTAINED IN ACCORDANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARD 1057 INCLUDING PAVEMENT CLEANING WHEN NECESSARY.

**2 TRACKING PAD DETAIL** N.T.S.

## SDD 8e10 Inlet Protection Type A, B, C and D




### GENERAL NOTES

INLET PROTECTION DEVICES SHALL BE MAINTAINED OR REPLACED AT THE DIRECTION OF THE ENGINEER.

MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE DEPARTMENT'S EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED.

WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

① FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 30" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.

② FOR INLET PROTECTION, TYPE C (WITH CURB BOX), AN ADDITIONAL 38" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING.

③ FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2X4.

### INSTALLATION NOTES

**TYPE B & C**

TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.

THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEWN FLAP, HAND HOLDS OR OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.

**TYPE D**

DO NOT INSTALL INLET PROTECTION TYPE D IN INLETS SHALLOWER THAN 30", MEASURED FROM THE BOTTOM OF THE INLET TO THE TOP OF THE GRATE.

TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.

THE INSTALLED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE, BETWEEN THE INLET WALLS AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES, OF 3". WHERE NECESSARY THE CONTRACTOR SHALL CINCH THE BAG, USING PLASTIC ZIP TIES, TO ACHIEVE THE 3" CLEARANCE. THE TIES SHALL BE PLACED AT A MAXIMUM OF 4" FROM THE BOTTOM OF THE BAG.

| INLET PROTECTION TYPE A, B, C, AND D | |
|---|---|
| STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION | |
| APPROVED 10-16-02 DATE | /S/ Beth Cannestra CHIEF ROADWAY DEVELOPMENT ENGINEER |
| FHWA | |

S.D.D. 8 E 10-2

*INLET PROTECTION SHALL BE FURNISHED, INSTALLED AND MAINTAINED IN ACCORDANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARD 1060.

**3 INLET PROTECTION DETAIL** N.T.S.

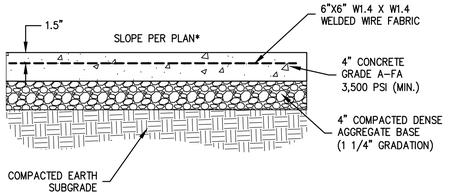
REVISIONS

FACILITIES BUILDING
Carthage College – Somers, Wisconsin

TYPICAL SECTIONS & CONSTRUCTION DETAILS

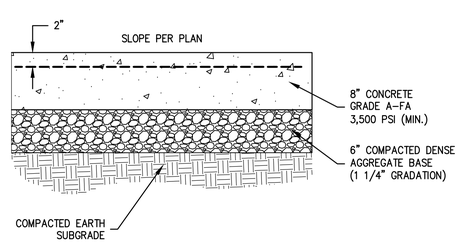

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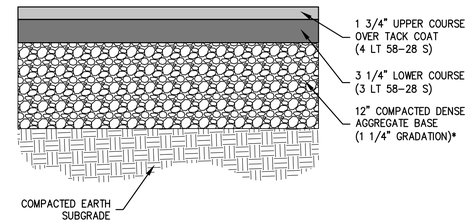



* SIDEWALKS: 1.5% CROSS-SLOPE (TYP.) 2.08% CROSS-SLOPE (MAX.)
PATIOS, PLAZAS, AND LANDINGS: 2.08% SLOPE IN ANY DIRECTION (MAX.)
ALL OTHER PAVEMENTS: SLOPE PER PLAN

**1 LIGHT-DUTY CONCRETE PAVEMENT (4") (TYPICAL SECTION)** N.T.S.

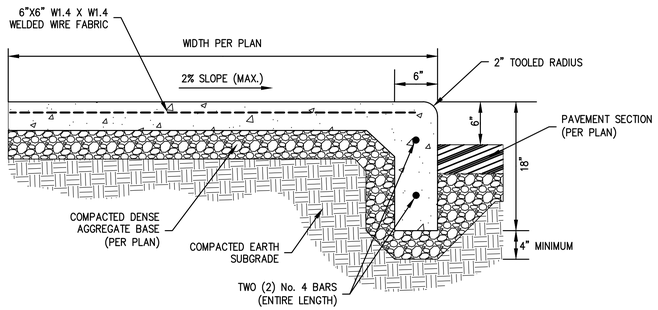



**2 HEAVY-DUTY CONCRETE PAVEMENT (8") (TYPICAL SECTION)** N.T.S.

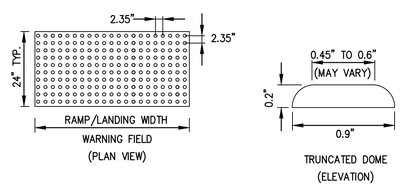



*PULVERIZED ASPHALT AND BASE COURSE MATERIAL MAY BE USED IN LIEU OF IMPORTED BASE COURSE MATERIAL.

**3 HEAVY-DUTY ASPHALT PAVEMENT (5") (TYPICAL SECTION)** N.T.S.



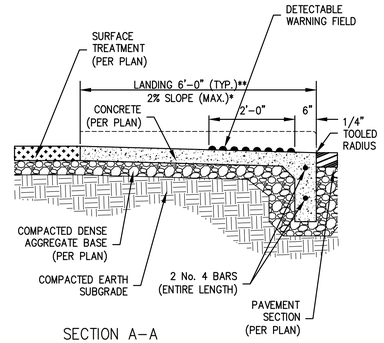

**7 INTEGRAL CONCRETE SIDEWALK / BARRIER CURB DETAIL** N.T.S.

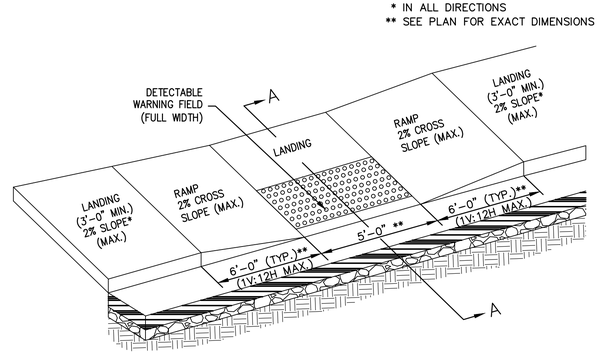



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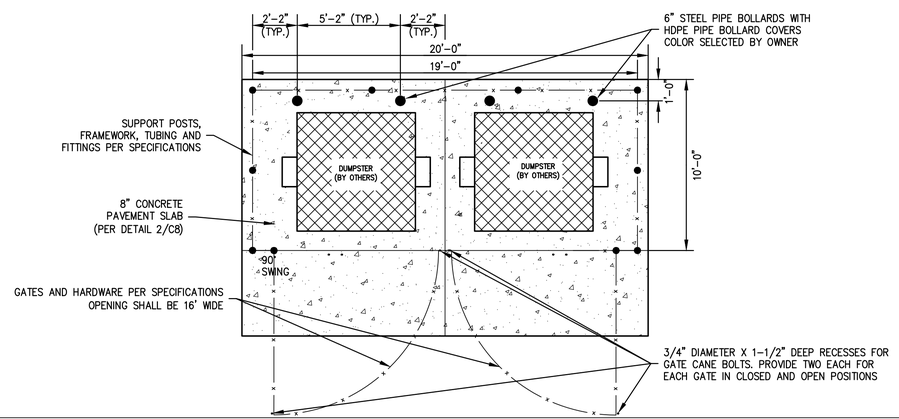
1. THIS WORK WILL CONSIST OF FURNISHING ALL MATERIAL, EQUIPMENT AND LABOR NECESSARY FOR THE PLACEMENT OF DETECTABLE WARNING DEVICES, COMPLETE AND READY FOR SERVICE AT ALL NEW SIDEWALK CURB RAMPS OR WHERE SHOWN ON THE PLAN.
2. DETECTABLE WARNING FIELDS SHALL COMPLY WITH "THE DETECTABLE WARNINGS ON WALKING SURFACES" SECTION OF THE AMERICANS WITH DISABILITIES ACT (TITLE 49 CFR TRANSPORTATION, PART 37.9 STANDARDS FOR ACCESSIBLE TRANSPORTATION FACILITIES, APPENDIX A, SECTION 4.29.2 DETECTABLE WARNINGS ON WALKING SURFACES).
3. DETECTABLE WARNING FIELDS SHALL EXTEND 24 INCHES (610 MM) MINIMUM IN THE DIRECTION OF TRAVEL AND THE FULL WIDTH OF THE CURB RAMP FLUSH SURFACE.
   A. THE DETECTABLE WARNING FIELD SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB OR EDGE OF PAVEMENT IS 6 INCHES (150 MM) MINIMUM AND 8 INCHES (205 MM) MAXIMUM FROM THE FACE OF THE CURB OR EDGE OF PAVEMENT.
   B. TRUNCATED DOMES SHALL BE ALIGNED ON A SQUARED GRID, ALIGNED IN ROWS PARALLEL AND PERPENDICULAR TO THE PREDOMINANT DIRECTION OF TRAVEL. DOMES MUST NOT BE SKEWED DIAGONALLY TO THE DIRECT OF TRAVEL.
4. AVAILABLE MANUFACTURERS: SUBJECT TO COMPLIANCE WITH REQUIREMENTS. MANUFACTURERS OFFERING PRODUCTS THAT MAY BE INCORPORATED IN THE WORK INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:
   A. CAST IN PLACE REPLACEABLE TACTILE WARNING SURFACE TILES AS MANUFACTURED BY ADA SOLUTIONS, INC., CHELMSFORD, MA OR PRE-APPROVED EQUAL.
      i. COLOR OF THE DETECTABLE WARNING FIELD SHALL BE SELECTED BY THE OWNER.
5. SPECIFICATIONS FOR CONCRETE SEALANT AND OTHER RELATED MATERIALS SHALL BE IN STRICT ACCORDANCE WITH THE GUIDELINES SET BY THEIR RESPECTIVE MANUFACTURERS.

**8 DETECTABLE WARNING FIELD DETAIL** N.T.S.




**9 INTEGRAL SIDEWALK (72" TAPER) ACCESSIBLE RAMP DETAIL** N.T.S.




**3 TRASH ENCLOSURE SLAB AND APRON DETAIL** N.T.S.



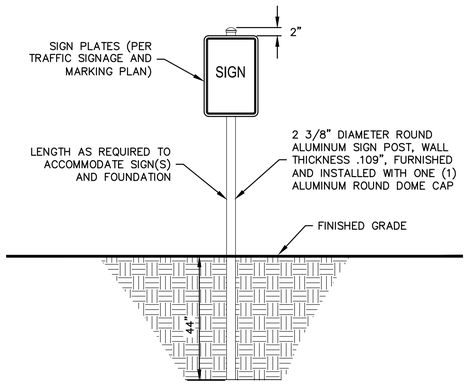
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Carthage College - Somers, Wisconsin

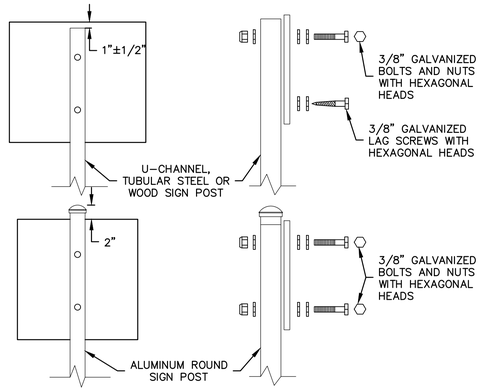
TYPICAL SECTIONS & CONSTRUCTION DETAILS

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

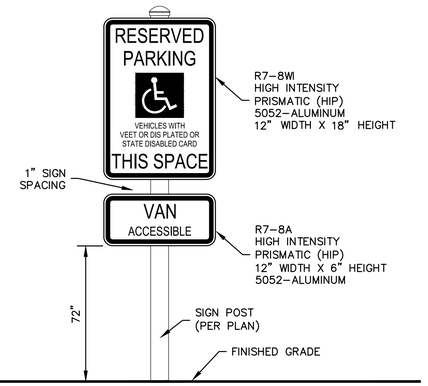
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DRAWN BY: JJC
CHECKED BY: MDE
DATE: 03.23.22
SHEET NO.: C9



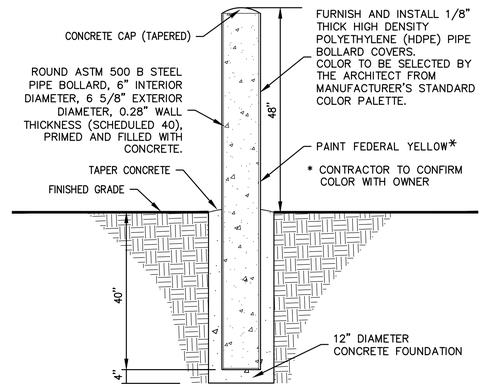

| 1 | ALUMINUM ROUND SIGN POST DETAIL | N.T.S. |
|---|---|---|




| 2 | SIGN MOUNTING HARDWARE DETAIL | N.T.S. |
|---|---|---|




| 3 | ADA "RESERVED PARKING VAN ACCESSIBLE" SIGN DETAIL | N.T.S. |
|---|---|---|




| 4 | 6" STEEL PIPE BOLLARD DETAIL | N.T.S. |
|---|---|---|




| 5 | PAINTED INTERNATIONAL SYMBOL FOR ACCESSIBILITY DETAIL | N.T.S. |
|---|---|---|




NOTE: SEWER CLEANOUTS TO BE LOCATED A MAXIMUM OF 5' OUTSIDE OF BUILDING WALL AND WHERE SHOWN ON PLAN

| 6 | SEWER CLEANOUT (CO) RISER DETAIL | N.T.S. |
|---|---|---|




| 7 | TRENCH DRAIN (POWERDRAIN S200K) DETAIL | N.T.S. |
|---|---|---|



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PROJECT NO.: 2011009127
DRAWN BY: JJC
CHECKED BY: MDE
DATE: 03.23.22
SHEET NO.: C10

EXISTING SPRUCE/ARBORVIATE, INSTALL MULCH RING AROUND TREE DRIP LINE. GENERAL CONTRACTOR TO INSTALL TREE PROTECTION FENCE AROUND DRIP LINE OF EVERGREENS

32-93-20

EXISTING OAK, INSTALL 14' DIAMETER MULCH RING. GENERAL CONTRACTOR TO INSTALL TREE PROTECTION FENCE AROUND DRIP LINE OF OAK. DO NOT TRIM UNTIL LATE SUMMER OR FALL

32-94-135

32-94-135

32-94-135

TURF

TURF

TURF

32-94-119

Jeffersred Autumn Blaze Maple (1)

Briotii Horsechestnut (1)

Annabelle Smooth Hydrangea (15)

Sieboldiana Elegans Hosta (17)

Northen Red Oak (1)

EXISTING SHRUBS AROUND SIGNS TO REMAIN

TURF

32-94-04

32-15-30

32-15-30

Compact Burning Bush (3)

32-94-119

32-94-119

TURF

Miss Kim Lilac (18)

Gro-Low Fragrant Sumac (19)

Regal Prince Oak (4)

32-94-135

32-93-20

Jeffersred Autumn Blaze Maple (1)

Ivory Silk Japanese Tree Lilac (1)

Champagne Coral Bells (12)

Happy Returns Daylily (12)

Little Lime Hydrangea (3)

Dense Yew (4)

'Indian Summer' Coneflower (7)

32-94-119

32-93-24

SOD

Prairie Dropseed (7)

32-94-119

32-93-24

SOD

32-93-20

32-94-119

NORTH

0 16 32 48 feet

SCALE: 1" = 16'

**LANDSCAPE PLAN**



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**CARTHAGE COLLEGE OPERATIONS BUILDING**
LANDSCAPE PLAN
FOR
CARTHAGE COLLEGE
CITY OF: KENOSHA, KENOSHA COUNTY, WISCONSIN

PROJECT NO.:

DRAWN BY: THN
CHECKED BY:

DATE: 3-24-22

SHEET NO.:

**L-1.0**

## REFERENCE NOTES SCHEDULE

| SYMBOL | AGGREGATE SURFACE DESCRIPTION | QTY |
|---|---|---|
| 32-15-30 | WASHED STONE, 4" DEPTH OVER FILTER/WEED FABRIC | 414 sf |
| **SYMBOL** | **PLANTING DESCRIPTION** | **QTY** |
| 32-93-20 | REINDARS PREMIUM 60 TURF-SEED AND DN EROSION BLANKET | 18,539 sf |
| 32-93-24 | BLUEGRASS SOD, MINERAL BASED ONLY, PEAT SOD IS NOT PERMITTED | 885 sf |
| **SYMBOL** | **PLANTING ACCESSORIES DESCRIPTION** | **QTY** |
| 32-94-04 | EDGE, ALUMINUM EDGING, 16' LENGTH NON PAINTED | 64 lf |
| 32-94-19 | SHREDDED BARK MULCH WITH PRE-EMERGENT HERBICIDE | 3,450 sf |
| 32-94-35 | 3' DIAMETER MULCH TREE RING | 4 |
| 32-95-01 | EDGE, SHOVEL CUT BED EDGE, 4" DEPTH-SEE DETAIL | 744 lf |

LANDSCAPE PLANT AND MATERIAL SCHEDULES ARE FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR. LANDSCAPE CONTRACTOR TO VERIFY PLANT AND MATERIAL QUANTITIES. LANDSCAPE ARCHITECT IS NOT RESPONSIBLE OR HELD LIABLE TO VERIFY FINAL PLANT AND MATERIAL QUANTITIES.

REVIEW CIVIL PLANS FOR AREA OF TURF DISTURBANCE

## PLANT SCHEDULE

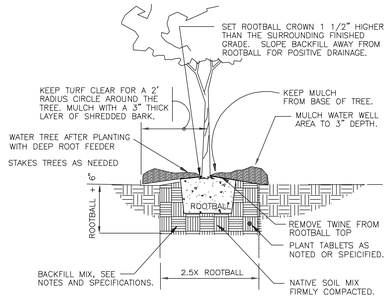
| TREES | COMMON NAME | SIZE | CONTAINER | QTY | REMARKS |
|---|---|---|---|---|---|
| Acer freemanii 'Jeffersred' TM | Jeffersred Autumn Blaze Maple | 2" Cal. | B&B | 2 | Mature Size 50' x 35' |
| Aesculus x carnea 'Briotii' | Briotii Horsechestnut | 2.5" Cal. | B&B | 1 | 30' x 25' Mature Size |
| Quercus borealis | Northen Red Oak | 2" Cal. | B&B | 1 | 50' x 40' Mature Size |
| Quercus x warei 'Regal Prince' | Regal Prince Oak | 2.5" Cal. | B&B | 4 | 10' x 35' Mature Size |
| Syringa reticulata 'Ivory Silk' | Ivory Silk Japanese Tree Lilac | 6' | B&B | 1 | 25' x 15' Mature Size |

| SHRUBS | COMMON NAME | SIZE | CONTAINER | QTY | REMARKS |
|---|---|---|---|---|---|
| Euonymus alatus 'Compactus' | Compact Burning Bush | 24" | B&B | 3 | 5' x 5' Mature Size |
| Hydrangea arborescens 'Annabelle' | Annabelle Smooth Hydrangea | 5 gal | | 15 | Mature Size 5'x 5' |
| Hydrangea paniculata 'Little Lime' | Little Lime Hydrangea | 3 gal | | 3 | 5' x 5' Mature Size |
| Rhus aromatica 'Gro-Low' | Gro-Low Fragrant Sumac | 3 gal | | 19 | 4' x 5' Mature Size |
| Syringa patula 'Miss Kim' | Miss Kim Lilac | 24" | | 18 | Mature Size 5' x 4' |

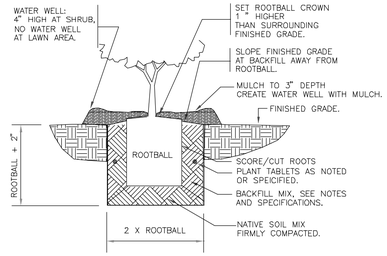
| ANNUALS/PERENNIALS | COMMON NAME | SIZE | CONTAINER | QTY | REMARKS |
|---|---|---|---|---|---|
| Hemerocallis x 'Happy Returns' | Happy Returns Daylily | 1 gal | | 12 | 24" Mature Size |
| Heuchera x 'Champagne' | Champagne Coral Bells | 1 gal | | 12 | 18" Mature Size |
| Hosta sieboldiana 'Elegans' | Sieboldiana Elegans Hosta | 1 gal | | 17 | 24" x 36" Mature Size |
| Rudbeckia fulgida 'Indian Summer' | 'Indian Summer' Coneflower | 1 gal | | 7 | 24-30" Mature Size |

| GRASSES | COMMON NAME | SIZE | CONTAINER | QTY | REMARKS |
|---|---|---|---|---|---|
| Sporobolus heterolepis 'Tara' | Prairie Dropseed | 1 gal | | 7 | 24-30" Mature Size |

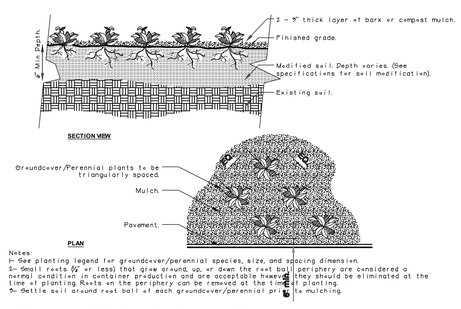
| SHRUB EVERGREENS | COMMON NAME | SIZE | CONTAINER | QTY | REMARKS |
|---|---|---|---|---|---|
| Taxus x media 'Densiformis' | Dense Yew | 24" | B&B | 4 | 3' x 5' Mature Size |



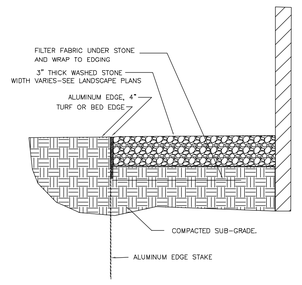

100 TREE PLANTING DETAIL
1" = 1'-0"




103 SHRUB PLANTING
1" = 1'-0"




104 GROUNDCOVER AND PERENNIAL DETAIL
3/4" = 1'-0"




202 MAINTENANCE OR RODENT STRIP
3" = 1'-0"

**GENERAL LANDSCAPE NOTES;**

1. **Topsoil return to depth of 4" minimum is by excavating contractor. Berms (if applicable) are by others. Returned topsoil to have no rock larger than 1", construction debris and/or roots in the soil. Contact general contractor if soil is not acceptable for proper plant growth.**
2. **Always contact Diggers Hotline (800-242-8511) or JULIE 811 (or 1-800-892-0123) before proceeding with any work.**
3. **Landscape contractor is required to visit the site and review all civil plans related to the project. The civil plans take precedence over the landscape plans.**
4. **Plant material to be of the highest quality available and should not include # 2 grade trees, evergreens or shrubs. Landscape contractor is to verify plant quantities due to changes in the overall phase 1 landscape plan.**
5. **Labeled plants have precedence over the plant table. Verify quantity with a hand takeoff of the plan. Any substitutions of plant type, quantity or size must be approved by city forester..**
6. **Planting beds shall receive a 3" layer of high quality non-dyed shredded hardwood mulch. 3' diameter tree rings shall be installed around all trees and evergreens in the turf areas. Perennial and annual beds shall receive between a 1-2" layer of shredded bark mulch.**
7. **Spade cut plant beds and tree rings with a 4" deep shovel cut.**
8. **Perennial and annual beds to have a 2" layer of compost mulch incorporated 6" deep into the planting bed before installation of plants.**
9. **Seeded lawn areas to have high quality Bluegrass seed blend for sunny areas, shade areas to have a Bluegrass and Fescue blend of seed. See civil plans for turf restoration. Apply a 10-10-10 starter fertilizer after turf has germinated. Follow manufactures direction on fertilizer application rates.**
10. **Sodded turf (if applicable) to be installed in staggered fashion with tight joints. Sod to be rolled and watered to a depth of 3-4" immediately upon laying of the turf. Stake sod on slopes of less than 3:1 grade. Peat sod is not acceptable.**
11. **Erosion blanket shall be installed on seeded slopes with a grade of 3:1 or less. 90 day single net, double net or Turf Reinforcement Mats shall be installed per the required use. Follow manufactures stapling guidelines to ensure proper stabilization. Install erosion blanket for dormant seed applications (after November 1st) or mid-summer installations or where ever applicable to promote healthy turf establishment.**
12. **Landscape contractor is responsible to maintain the site for a period of 45 days after substantial completion of project. This will include watering, mowing of turf areas as needed, weeding plant beds, maintaining a clean site and other activities to ensure proper growth of the landscape.**
13. **If an irrigation system is not installed a temporary irrigation system shall be set up for a period of 30 days to water lawn areas. Install drip irrigation for plant beds. Install timers that will enable the new turf areas to receive enough water to properly germinate seed. Owner to provide access to water from outside of building to facilitate proper watering. Seed areas may require additional time for proper establishment**
14. **Warranty of plants, trees, evergreens, shrubs shall be for a period of 18 months from date of substantial completion. Perennials, ornamental grasses, annuals shall be guaranteed for one (1) growing season. One replacement will be required of each dead plant at the end of the warranty period.**

## LANDSCAPE SCHEDULES AND DETAILS



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LANDSCAPE PLAN
FOR
CARTHAGE COLLEGE
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

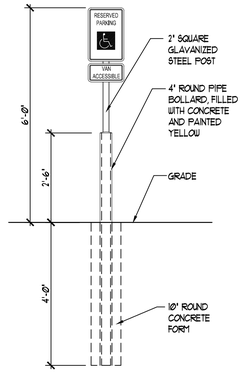
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DATE: 3-24-22

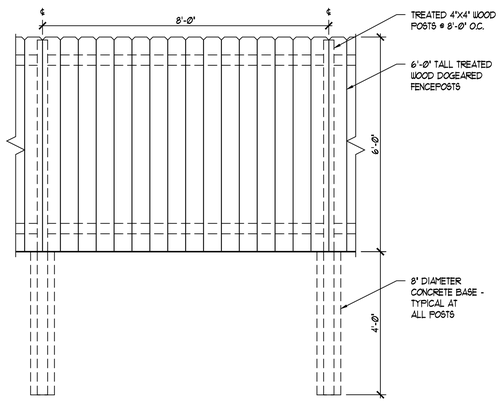
SHEET NO.:

**L-2.0**

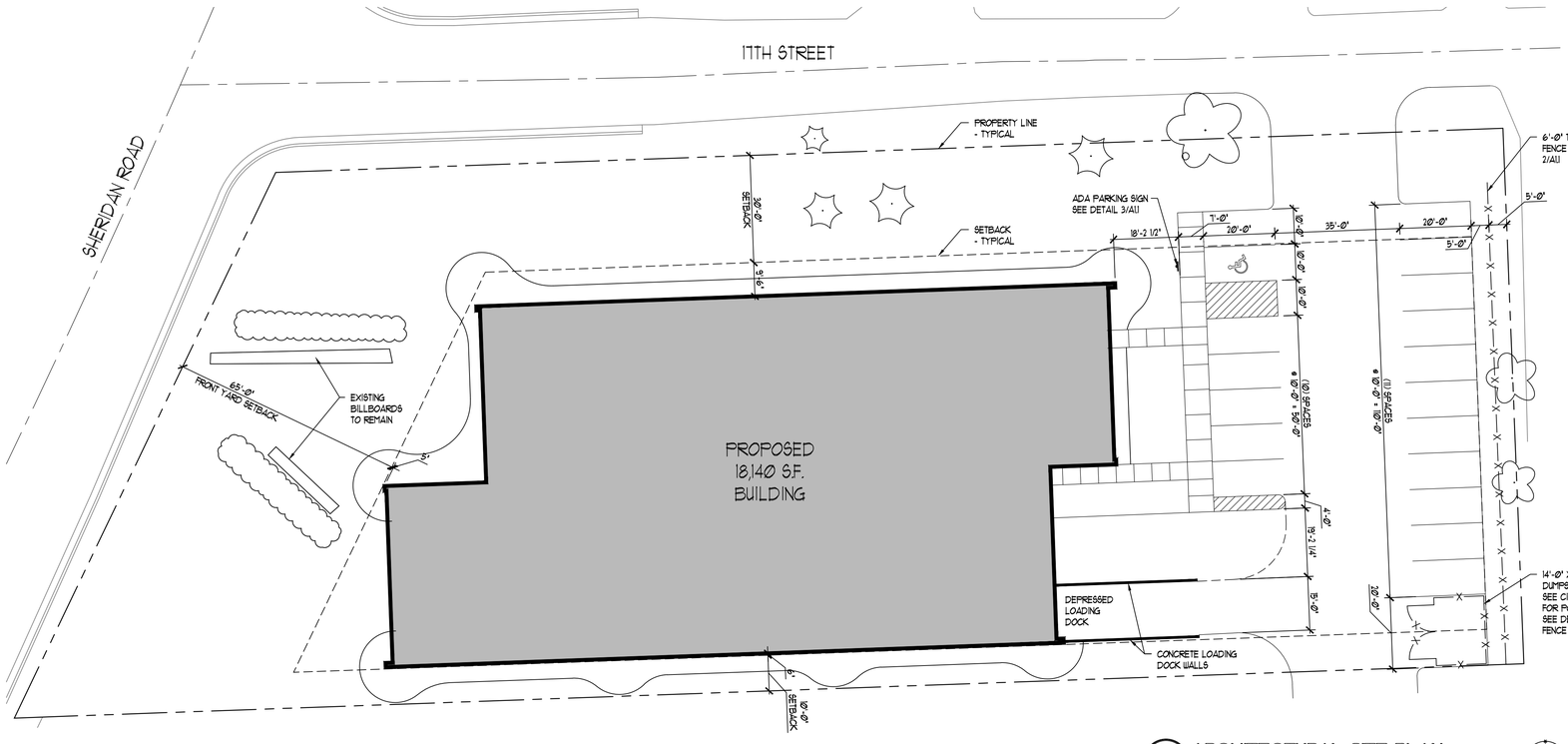



NOTE:
ALL SIGNS ARE TO BE PLUMB LEFT TO RIGHT AND FRONT TO BACK.

3 A1.1 ADA BOLLARD SIGN
SCALE: 1/2" = 1'-0"




2 A1.1 FENCE ELEVATION
1" = 20'-0"




1 A1.1 ARCHITECTURAL SITE PLAN
1" = 20'-0"

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CARTHAGE OPERATIONS BUILDING
Carthage College, Somers, Wisconsin

ARCHITECTURAL SITE PLAN & SITE DETAILS

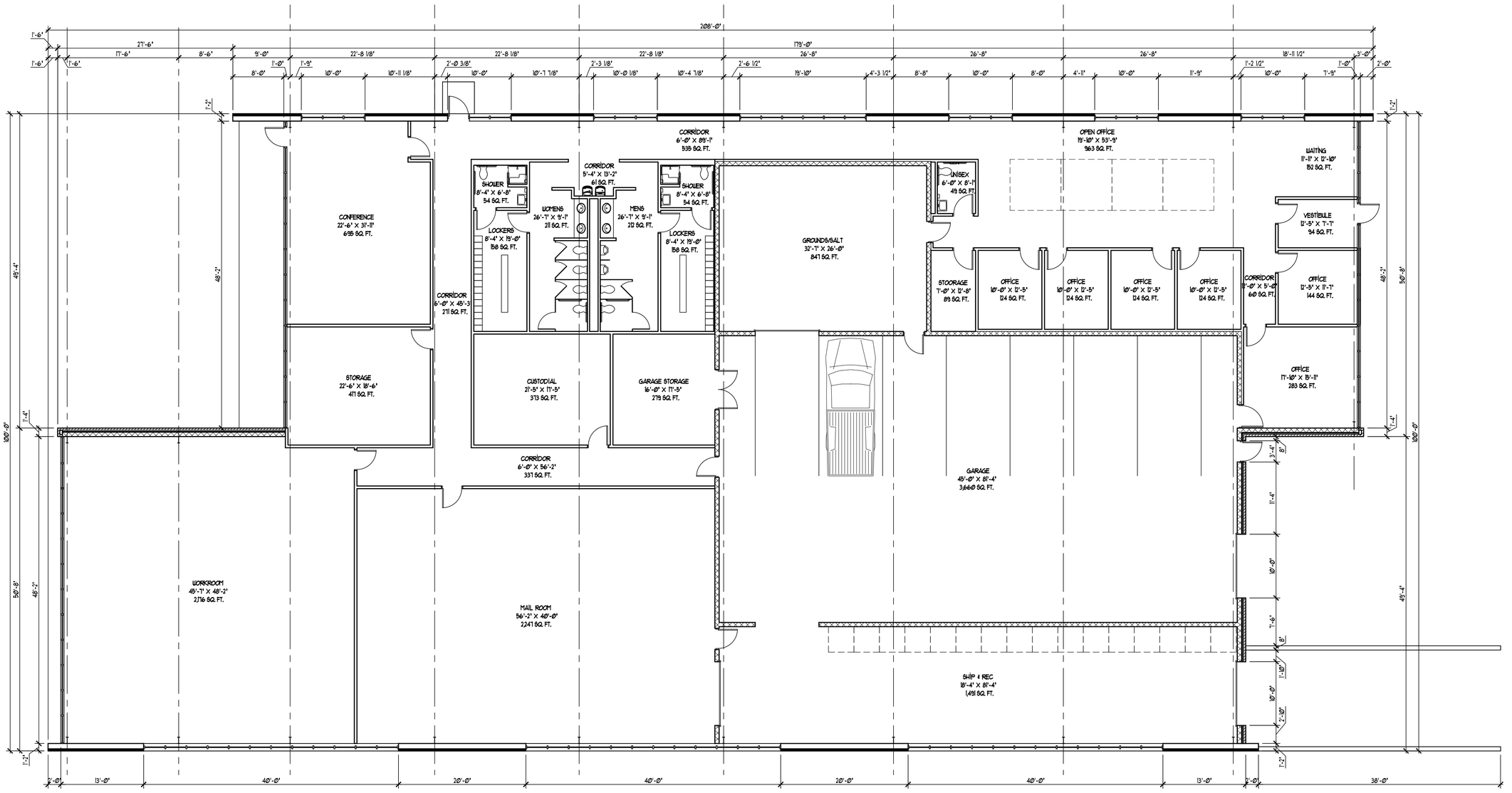
REVISIONS:

600 Fifty-Second Street
Suite 220
Kenosha, WI 53140
Ph.: (262)652-2800
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PROJECT NO.: 15421085
DRAWN BY: EMM
CHECKED BY: MAM
DATE: 03.23.22
SHEET NO.: A1.1




1 A3.1 OVERALL FLOOR PLAN
1/8" = 1'-0"

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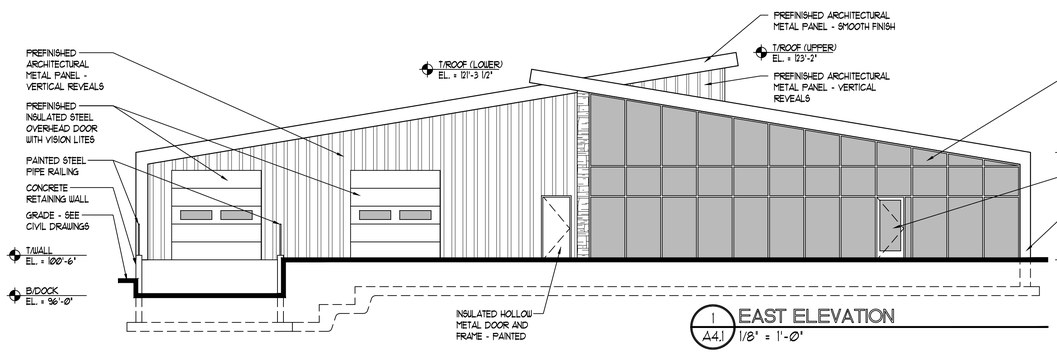
CARTHAGE OPERATIONS BUILDING
Carthage College, Somers, Wisconsin

OVERALL FLOOR PLAN

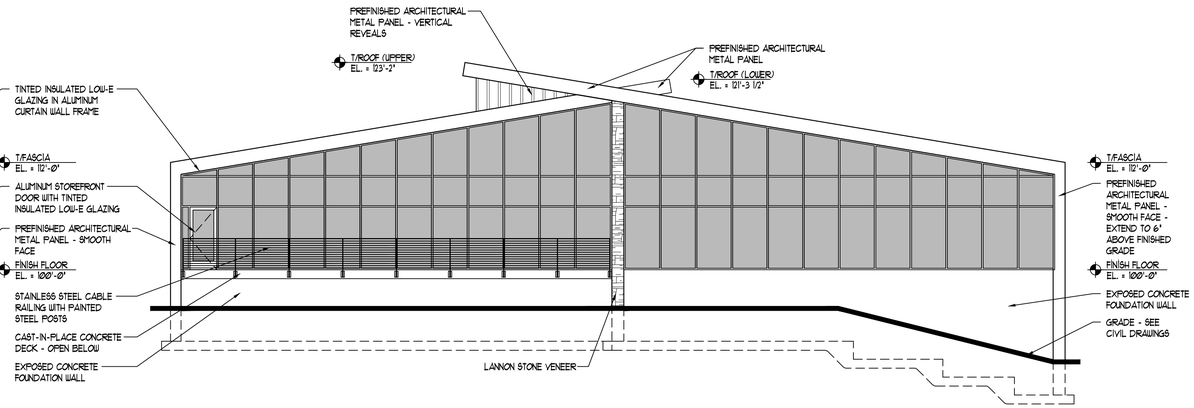
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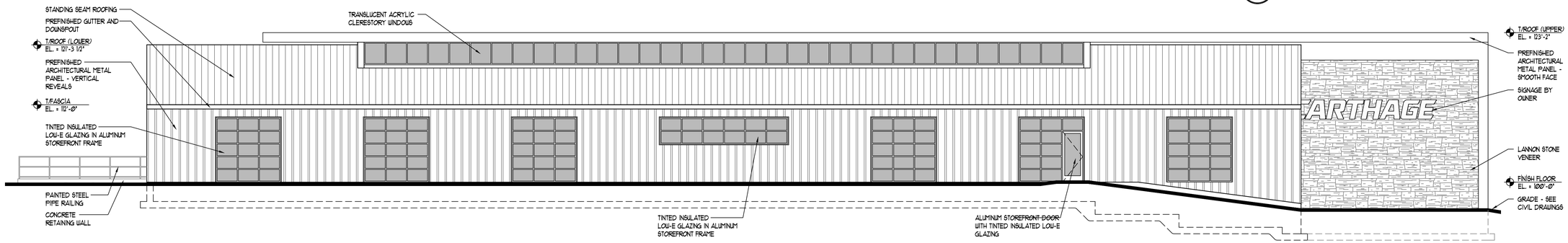
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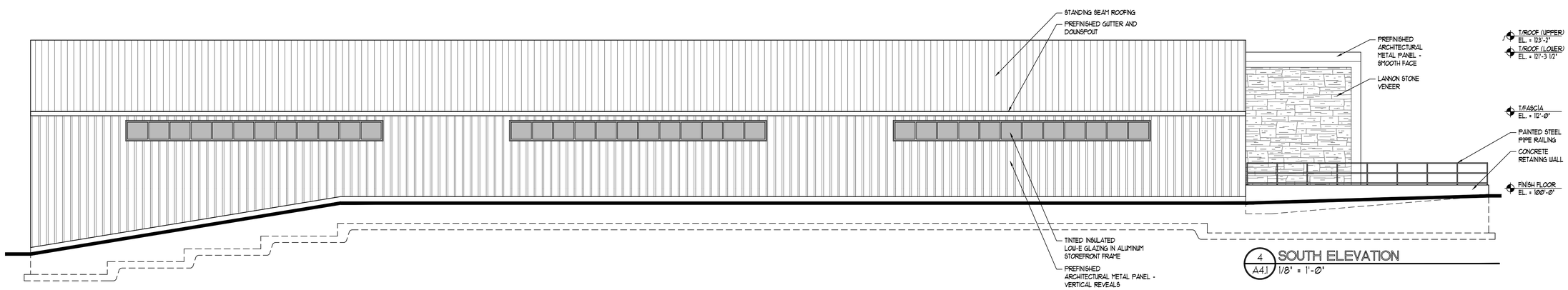

1 A4.1 EAST ELEVATION 1/8" = 1'-0"




2 A4.1 WEST ELEVATION 1/8" = 1'-0"




3 A4.1 NORTH ELEVATION 1/8" = 1'-0"




4 A4.1 SOUTH ELEVATION 1/8" = 1'-0"

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V:\01-Active\21085 - Carthage Operations Building\A4.1 - Exterior Elevations.dwg, 3/24/2022 11:04:48 AM

REVISIONS:

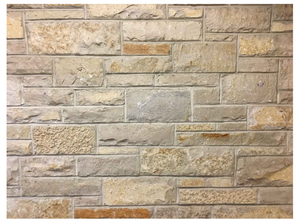
# CARTHAGE OPERATIONS BUILDING
Carthage College, Somers, Wisconsin

## EXTERTIOR ELEVATIONS

Partners in Design ARCHITECTS
600 Fifty-Second Street
Suite 220
Kenosha, WI 53140
Ph.: (262)652-2800
www.pidarchitects.com

PROJECT NO.: 154.21085
DRAWN BY: EMM
CHECKED BY: MAM
DATE: 03.23.22
SHEET NO.: A4.1

## PROPOSED MATERIALS





PROPOSED STONE VENEER
HALQUIST STONE: COLONIAL BUFF - BEDFACE AND NON-BEDFACE BLEND WITH HANDCUT EDGES TO MATCH CARTHAGE STANDARD





PROPOSED SIDING
BRIDGER STEEL: ULTRA BATTEN WITH 113/4" O.C. RIBS. - DARK GRAY MANUFACTURERS WARRANTED FINISH



PROPOSED ROOFING
PAC-CLAD: SNAP-CLAD STANDING SEAM ROOFING WITH 12" O.C. RIBS, DARK GRAY COLOR




1 A4.2 EXTERIOR RENDERING
NTS
LOOKING SOUTH EAST



2 A4.2 EXTERIOR RENDERING
NTS
LOOKING NORTH WEST

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REVISIONS:

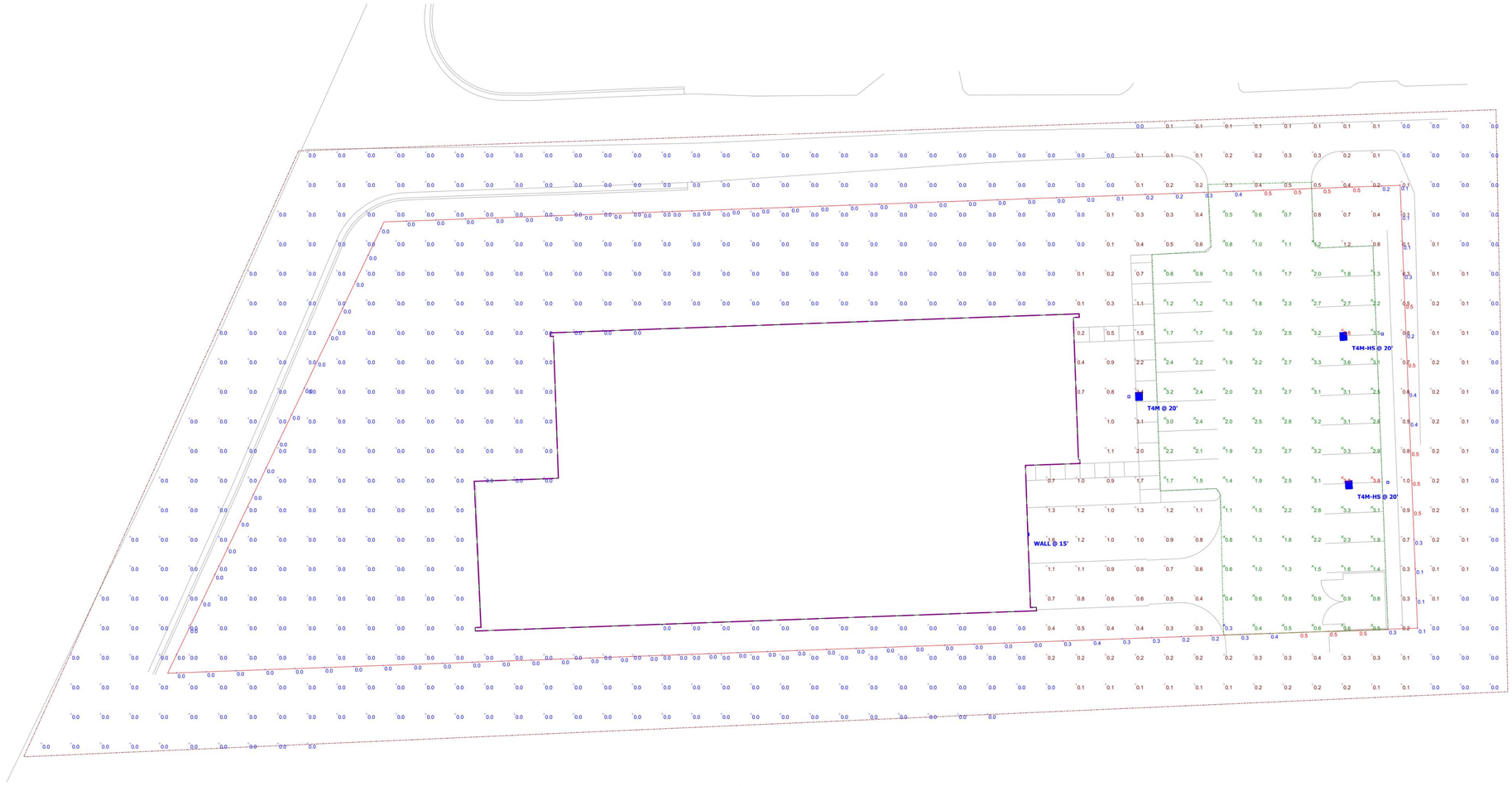
CARTHAGE OPERATIONS BUILDING
Carthage College, Somers, Wisconsin

EXTERIOR RENDERINGS & MATERIALS

PROJECT NO.: 15421085
DRAWN BY: EMM
CHECKED BY: MAM
DATE: 03.23.22
SHEET NO.: A4.2

| Schedule | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Symbol | Label | Image | Quantity | Manufacturer | Catalog Number | Description | Number Lamps | Lumens Per Lamp | Light Loss Factor | Wattage |
| | T4M-HS | | 2 | Lithonia Lighting | DSX1 LED P3 30K T4M MVOLT HS | DSX1 LED P3 30K T4M MVOLT with Houseside shield | 1 | 8867 | 0.9 | 102 |
| | T4M | | 3 | Lithonia Lighting | DSX1 LED P3 30K T4M MVOLT | DSX1 LED P3 30K T4M MVOLT | 1 | 11436 | 0.9 | 102 |
| | T5M | | 3 | Lithonia Lighting | DSX1 LED P3 30K T5M MVOLT | DSX1 LED P3 30K T5M MVOLT | 1 | 11118 | 0.9 | 102 |
| | WALL | | 1 | Lithonia Lighting | DSXW1 LED 10C 1000 30K SPA MVOLT | DSXW1 LED WITH (1) (1) LED LIGHT ENGINES, TYPE SPOT, OPTIC, 3000K, @ 350mA | 1 | 3672 | 0.9 | 36.8 |

| Statistics | | | | | | |
|---|---|---|---|---|---|---|
| Description | Symbol | Avg | Max | Min | Max/Min | Avg/Min |
| Overall | + | 0.4 fc | 3.8 fc | 0.0 fc | N/A | N/A |
| Parking | X | 1.9 fc | 3.8 fc | 0.3 fc | 12.7:1 | 6.3:1 |
| Property Line | + | 0.1 fc | 0.5 fc | 0.0 fc | N/A | N/A |




**Plan View**
Scale - 1" = 20ft

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REVISIONS:

# CARTHAGE OPERATIONS BUILDING
Carthage College, Somers, Wisconsin

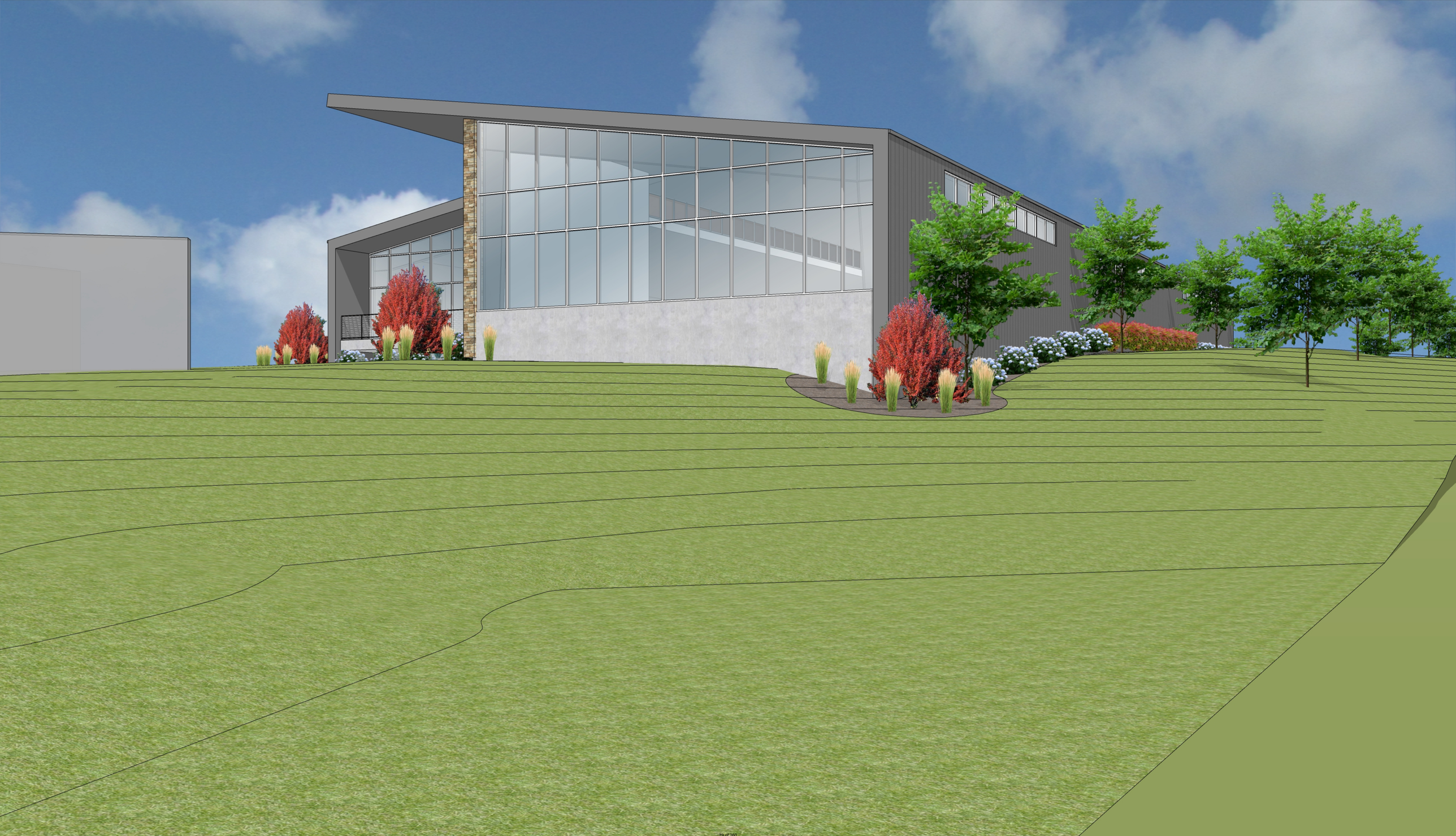
## SITE PHOTOMETRIC PLAN

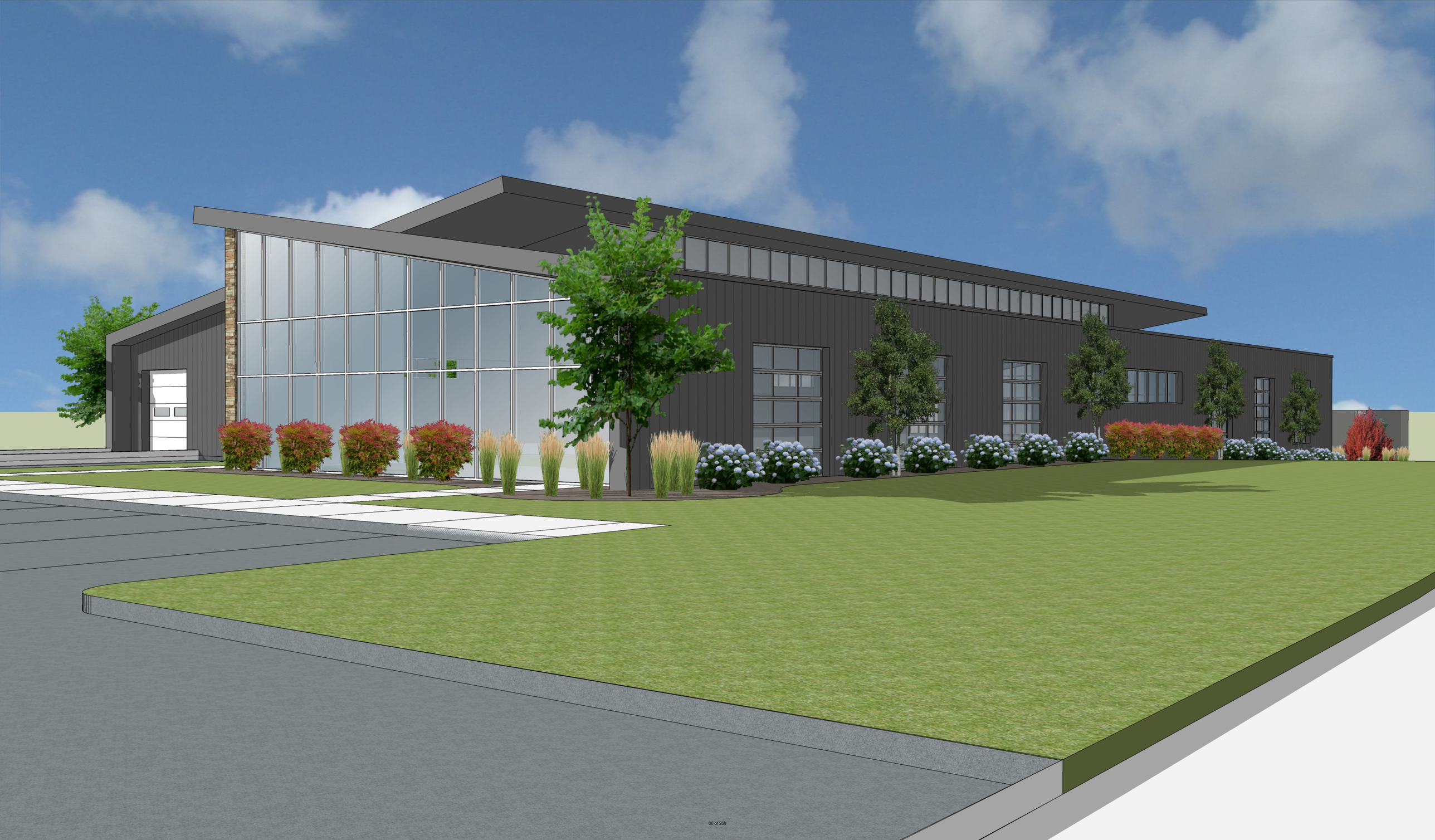
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www.pdarchitects.com

Partners in Design ARCHITECTS



PROJECT NO.: 15421085
DRAWN BY: RTM
CHECKED BY: MAM
DATE: 03.23.22
SHEET NO.: E0.1





# DEVELOPMENT AGREEMENT
# BETWEEN THE VILLAGE OF SOMERS
# AND CARTHAGE COLLEGE, FOR
# "CARTHAGE COLLEGE OPERATIONS BUILDING"
# A PROPOSED DEVELOPMENT BEING A PART
# OF SECTION 18, TOWN 2 NORTH, RANGE 23 EAST

WITNESS THIS DEVELOPMENT AGREEMENT ("Agreement") made and entered into this _____ day of _____, 2022, by and between the VILLAGE OF SOMERS, Kenosha County, Wisconsin, the VILLAGE OF SOMERS UTILITY DISTRICT ("District") and the VILLAGE OF SOMERS WATER UTILITY ("Utility") (the Village of Somers, the Utility and the District are hereinafter collectively referred to as the "Village") and CARTHAGE COLLEGE, a foreign non-stock corporation (hereinafter referred to as the "Developer").

WHEREAS, the Developer has proposed to rezone and develop an operations building consisting of a building and associated improvements (the "Development") on the real property depicted as Lots 1-4 on the Certified Survey Map (Exhibit "A") (collectively the "Property") described with more particularity on Exhibit "A-1" (the "Legal Description") attached hereto; and

WHEREAS, on June 14, 2022, upon recommendation by the Village Plan Commission, the Village Board approved (i) an amendment to the land use plan map for the Village changing the Property's land use category from "Medium Density Residential" to "Governmental and Institutional", (ii) the Certified Survey Map, as shown on Exhibit "A" (the "Certified Survey Map" or "CSM"), (iii) rezoning of the Property from B-3 ("Highway Business District") and R-5 ("Urban Single Family Residential District") to I-1 ("Institutional District"), (iv) the site plan as shown on Exhibit "B" (the "Site Plan") and exterior fenestration attached as Exhibit "I" for the Development (collectively, the "Development Approvals"), all subject to the execution of this Agreement by the Village and Developer; and

WHEREAS, consistent with the Development Approvals, this Agreement details stormwater management, public and private road access, public utility services and other rights and obligations of the parties with respect to the Development. To that end, the Developer warrants and represents that the Development shall be subject to the requirements of this Agreement and such addition of detail as is necessary shall be submitted for the review and approval of the Village to fulfill the requirements of this Agreement, as well as State Statute, Administrative Code provision, and Village of Somers ordinance provisions (as modified by the Development Approvals).

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and Developer hereby agree as follows:

## I. INFRASTRUCTURE IMPROVEMENTS

A. SANITARY SEWER - DEVELOPER CONSTRUCTED.

1. The Developer shall be responsible to pay the full cost for the design and construction of the onsite gravity flow sanitary sewer system as shown on Exhibit "EE" as defined by Chapters 13 and 18 of the Village Ordinances as required for connection of the Property to the interceptor sanitary sewer collection system of the Village of Somers Utility District, all of which plans must be reviewed and approved by the Village and are subject to further review and approval by the Kenosha Water Utility and the State of Wisconsin Department of Natural Resources. The Developer shall submit both electronic and paper form copies to the Village of the required plans and specifications. Village shall cooperate with Developer in obtaining all necessary permits required from the State of Wisconsin and the Kenosha Water Utility for such sanitary sewer approval. The Village agrees to complete its review and approval of such plans and specifications within thirty (30) days after submittal by the Developer.

2. The Developer shall provide all construction staking and the Village shall make all appropriate inspections of the onsite private sanitary sewer improvements. The Developer shall prepare all record drawings and systems updates and GPS Survey of constructed facilities, suitable for submittal to Kenosha County. The Developer shall provide the Village both paper and electronic copies of all plans and specifications. All related costs for these items shall be paid by the Developer.

3. Village shall allow Developer to extend and connect its onsite sanitary sewerage system to the public sanitary sewerage system of Village at the cost and expense of Developer.

4. Any building constructed on the Property shall be required to have an individual sanitary sewer sampling and metering manhole which shall be approved by the Village, such approval not to be unreasonably withheld conditioned or delayed.

5. If any funds and/or "letter of credit" deposited by the Developer for inspection, engineering, legal and/or administrative expenses, are not required, they shall be returned to the Developer within thirty (30) days. However, in the event additional or unforeseen costs or expenses are incurred which are in excess of the funds deposited by the Developer with the Village, then the Developer shall within thirty (30) days of written demand by the Village reimburse to the Village all such documented and verifiable costs and expenses so incurred.

B. WATER SERVICES–DEVELOPER CONSTRUCTED.

1. The Developer shall be responsible to pay the full cost for the design and construction of a complete onsite private potable water distribution system to service the building on the Property including connection to the water distribution system of the Somers Water Utility.

2. Following the submission of both paper and electronic format documentation to the Village, the Developer's Engineer shall prepare specifications and upon approval by the Village Consulting Engineer shall solicit bids for the construction of water main improvements.

Developer shall award construction of private water improvements only to contractor(s) who have been pre-qualified under Chapter 22 of the Municipal Code of the Village.

3. The Developer shall deposit cash or a letter of credit with the Village in the amount of one hundred twenty (120%) percent of the estimated expenses to be incurred by the Village for the reasonable engineering, legal and administrative expenses incurred by the Village for the onsite to be constructed. Such deposit or letter of credit shall be in a form acceptable to the Village Attorney (Exhibit "E"). Following the delivery of such funds and/or letter of credit to cover all expenses to be incurred by the Village, including engineering, legal, administrative and other contingencies, the Developer shall then award the contract to a responsible bidder.

4. Upon completion of the water main within the Property, as shown on Exhibit "EE", and verification by the Village Consulting Engineer that said water system has been constructed in accordance with plans and specifications, all right, title and interest in, and any easements required for the installation by the Water Utility, shall be vested in the Utility for any public portion of such improvements without further documentation.

5. Any funds and/or letter of credit deposited by the Developer that are not required following completion of construction, shall be returned to the Developer within a reasonable amount of time. However, in the event additional or unforeseen costs or expenses are incurred by the Village which are in excess of the funds deposited by the Developer with the Village, then the Developer shall within thirty (30) days of demand by the Village reimburse to the Village all such costs and expenses so incurred.

6. The Developer shall provide all construction staking and the Village shall make appropriate inspections of all onsite public water main improvements. The Developer shall prepare all record drawings and system map updates for the public mains and GPS Survey of constructed facilities, suitable for submittal to Kenosha County. All related costs shall be paid by Developer.

7. Upon completion of onsite water main improvements, the Village shall allow Developer to connect to the municipal water system of Village, all at the cost and expense of Developer. Village shall cooperate with Developer and shall assist in obtaining all necessary permits required from the State of Wisconsin and the Kenosha Water Utility for such municipal water systems, extensions and connections.

C. ROADWAYS AND STORM SEWERS.

1. Required Improvements. The Developer shall be responsible to pay for and shall proceed with the preparation of complete plans and specifications for all internal private roads and the connections to any public road, including road bed preparation and storm sewer construction which shall be as set forth in the Site Plan, Exhibit "B" attached hereto and incorporated herein by reference. No construction of said roads shall be commenced until plans and specifications have been reviewed by the Village Consulting Engineer and approved by Village. The Village agrees to complete its review and approval of such plans and specifications

within thirty (30) days after submittal of all necessary information to the Village Consulting Engineer by the Developer. All road improvements once constructed, shall be privately owned by Developer. The Village shall allow such private roads or parking lots to be used after construction has been completed and Developer has certified to the Village that the private street is in compliance with the specifications provided herein. The entire cost for the construction of all private roads within the Property including fees for Village services, (inspection, engineering, legal, etc.) shall be paid by the Developer. The Developer's Engineer shall submit to the Village both paper and electronic copies of road and street plans and specifications.

2. Long-Term Maintenance. Developer shall be responsible for the maintenance of all private improvements on lots within the Property including crack filling, pavement markings, filling of potholes and pavement replacement where necessary.

D. GRADING, EROSION CONTROL AND SURFACE WATER DRAINAGE.

1. The Developer shall provide to the Village a complete design for grading, erosion control and on-site surface stormwater drainage facilities for the development which shall be adequate to serve the development and shall be in compliance with requirements and specifications as set forth in §18.32(F) of the Somers Subdivision and Platting Ordinance. Developer shall be responsible for obtaining all permits (if any) required for onsite stormwater facilities or conveyancing required by the Wisconsin Department of Natural Resources, the Army Corps of Engineers and Kenosha County. Storm and surface waters shall be retained on Property to the extent necessary to assure that the rate of storm and surface water runoff from Property, during the construction and after completion of construction of improvements, shall not be greater than the rate of runoff allowed by the WDNR release rates or in Chapter 18 of the Code of Ordinances. Stormwater drainage shall be accomplished by the construction of a stormwater collection system in accordance with the subdivision stormwater plan, Exhibit "C" attached hereto. All such plans and specifications referred to above shall be reviewed by the Village Consulting Engineer and approved by the Village, such costs of review to be paid by Developer. The Village agrees to complete its review of such plans and specifications within thirty (30) days after submittal of all necessary information to the Village Consulting Engineer by the Developer.

2. Upon receipt of the construction bids and the determination of a responsible contractor for the construction of public improvements, the Developer shall inform the Village of the amount of such bid and the Contractor to whom contracts shall be awarded. All expenses incurred by the Village related to improvements including engineering, legal, administrative and other contingencies for such review shall be paid by the Developer. The Developer may then award the contract to the responsible contractor and may proceed to construction.

3. The Developer shall create a Storm Water Pollution Prevention Plan (SWPPP) which shall address the concerns associated with storm water pollution during mass grading and site preparation during construction of the initial phase of the development. The Developer's engineer of record shall provide a certification that the building site is in conformance with such plans and specifications and shall provide such certification to the Village Consulting Engineer at the time of application for a building permit for improvements. Upon completion of construction

of the storm water detention facilities, the Developer's engineer will certify that such construction is in conformance with the Property storm water plan, Exhibit "C" incorporated herein by reference. No occupancy permit shall be issued for any building until such time as a complete topographic survey of the Property shall have been obtained by the Developer and submitted to the Village Consulting Engineer which shall confirm conformance with the Property site plan and storm water plan which are incorporated herein by reference.

4. Village shall approve all public storm and surface water drainage facilities, underground storm and surface water conveyance systems and outlet structures, located in the public road or in any public easement lying within or without the Property upon (i) completion in accordance with approved plans and specifications, (ii) construction and delivery without defect, damage or non-conformance, (iii) delivery to Village of certified copies of all tests of the storm sewer system, (iv) receipt of lien waivers from all contractors, and (v) certification by Village Consulting Engineer within a reasonable amount of time after submittal by Developer of all required information and documents set forth above. Approval of the storm and surface water drainage facilities shall be upon recommendation by the Village Consulting Engineer, and formal action by the Village Board. Following approval by Village, Developer shall be responsible for the operation and maintenance of said storm and surface water drainage facilities lying within the development. Village shall be responsible for the operation and maintenance of storm and surface water drainage facilities lying outside the development within public rights-of-way and public easements.

5. Developer shall enter into a Management Maintenance Plan (hereinafter the "Maintenance Agreement") to provide for the general maintenance of Property and maintenance of stormwater facilities beyond the duration of this Agreement in accordance with Exhibit "DD". The maintenance agreement shall contain, at a minimum, the following information and provisions:

(a) Identification of the stormwater facilities and designation of the drainage area served by the facilities.

(b) A schedule for regular maintenance of each aspect of the stormwater management system consistent with Exhibit "DD".

(c) Identification of the Developer responsible for long-term maintenance of the stormwater management practices identified in the stormwater plan required hereunder.

(d) Authorization for the Village to access the property to conduct inspections of stormwater facilities as necessary to ascertain that the facilities are maintained and in accordance with the Agreement. This authorization shall also be noted on any certified survey map prior to recording the same.

(e) Provisions that the landowner charged with the responsibility to perform the terms of the maintenance agreement repair any maintenance problems which require

correction, the specified corrective actions to be taken within thirty (30) days of written notice to Developer (or Developer's approved designee) of the problem (unless after written notice from Developer to Village seeking a longer period of time for compliance for good cause, approval of an extension is granted by Village, which approval will not be unreasonably withheld).

(f) Authorization for the Village at its discretion to perform the corrective actions if the responsible owner does not make the required action within the specified time period together with the provision that the Village may enter the amount due on the tax rolls and collect the money as a special charge against all property benefitted by such action by the Village pursuant to §66.60(16), Wis. Stats. This authorization shall also be noted on the Final Plat before recording the same.

6. The Developer's Engineer shall prepare detailed plans and specifications for grading, erosion control and surface stormwater drainage which shall be approved by the Village Consulting Engineer. The Village Consulting Engineer agrees to complete its review and approval of such plans and specifications within thirty (30) days after submittal by the Developer. All appropriate inspections of the surface stormwater drainage improvements shall be conducted by the Village Consulting Engineer.

## II. ADDITIONAL REQUIRED DEVELOPER IMPROVEMENTS AND DESIGN STANDARDS FOR SAME

A. LANDSCAPING.

1. The Developer shall be responsible for all landscaping to be approved by the Village, for all areas of the proposed development which are in accordance with the landscaping standards stated hereafter. Plans shall show plant lay-out, and shall specify a species and size.

2. The landscaping for the proposed development shall be consistent with the Landscaping Plan attached hereto as Exhibit "G" and incorporated herein by reference which Village acknowledges complies with the standards in this Section II.A. Landscaping in the development shall be sprinkled between May 1 and October 1 in those areas set forth in Exhibit "G" and shall meet the following minimum standards. Village acknowledges that the Developer's Landscaping Plan, Exhibit "G" attached hereto, meets or exceeds these standards:

(a) All areas that do not contain a building or paved surface are considered open spaces. The open spaces shall be landscaped, sodded or hydroseeded with turf grass prior to occupancy. All parkway areas, which are the areas between the lot line and street pavement, not otherwise improved with a sidewalk, shall be sodded or hydroseeded with turf grass prior to occupancy.

(b) A landscaped buffer shall be maintained along all roadways. At a minimum, this area shall contain a mixture of trees, or trees and shrubs along fifty (50%) percent of the frontage. All trees which are deciduous shall be a minimum two and one-half (2½") inch caliper. Evergreens are to be at least six (6') feet in height. Shrubs are to be at least three (3') feet in height.

(c) One evergreen or deciduous parkway tree, which is a minimum of two and one-half (2½") inch caliber, shall be planted in the parkway for every sixty (60) feet of public or private street frontage. Two (2) ornamental trees or two (2) shrubs shall equal one (1) evergreen or deciduous tree.

(d) Foundation planting shall be provided along all building walls facing a street, excluding where the truck dock aprons exist. This area is to contain a five (5') foot wide planting area containing a mixture of shrubs which are at least three (3') feet in height along fifty (50%) percent of the building wall.

(e) Parking area landscaping, which is located in the front and/or side street of a lot, shall provide a buffer for all car parking areas from the public street frontage. The landscaping shall contain a mixture of trees and shrubs along fifty (50%) percent of the frontage. At a minimum, one two and one-half (2½") inch caliber deciduous tree or one six (6') foot evergreen shall be planted for every sixty (60') feet of frontage. All shrubs should be a minimum of three (3') feet in height. A three (3') foot high berm or shrub screen shall be constructed along fifty (50%) percent of the frontage.

(f) Where car parking area planting islands are provided, they shall be a minimum of eight (8') feet in width from back of the curb to back of the curb, and contain at least one two and one-half (2½") inch caliber tree.

(g) Landscape planting island shall be located within a car parking area whenever the distance in all directions between a parking space and landscape buffer or another landscape island is greater than one hundred thirty-five (135') feet.

(h) Planting in utility easements should be avoided. If such planting does occur, it is at the risk of the property owner. Any plants that must be removed because of utility work within such easements shall be replaced by the property owner(s) at their cost. Replacement landscaping shall satisfy the minimum standards of this title.

(i) Notwithstanding the foregoing provisions for landscaping, if the occupancy first occurs between October 15 and May 15 in any year, the landscaping may be completed by the next July 1. Notwithstanding

anything contained herein to the contrary, the parties hereby acknowledge and agree that Village shall issue Developer a temporary certificate of occupancy without final landscaping, with a permanent certificate of occupancy contingent upon final landscaping set forth herein.

B. EXTERIOR LIGHTING AND ILLUMINATION

1. The Developer shall provide plans, specifications and photometrics to be approved by the Village for the exterior lighting and illumination of each element of the development, which shall be consistent with the exterior lighting and illumination standards contained hereafter. The Village agrees to complete its review and approval of such plans, specifications and photometrics within thirty (30) days after submittal by the Developer. Developer shall be responsible for all costs associated with construction and installation of all exterior lighting and illumination. Village acknowledges that the Photometrics Plan submitted by Developer is in conformance with the standards required by this Section II.B. as depicted on the attached Exhibit "H" which is incorporated by reference.

2. The intent of the following standards is to mitigate the impact of exterior illumination related to development on surrounding properties, particularly in areas proximal to residential uses, while providing safe, healthy and visually attractive nighttime environments. In order to achieve that, good lighting design shall be practiced. Good lighting design is characterized by: illumination levels appropriate for the visual task; reasonably uniform illumination levels on adjoining sites; an absence of glare and consideration of the compatibility and aesthetics of illumination and the mechanical improvements that create it as those relate to surrounding properties and the character of the community.

In order to insure that proper lighting design occurs, the following standards shall apply to all development within the district. Village agrees that the Photometric Plan, Exhibit "H" attached hereto, meets these minimum standards.

(a) All exterior lighting fixtures shall be full cut-off fixtures as defined by the Illuminating Engineering Society of North American (IESNA) and shall be of the same design and theme throughout the development. All lighting shall be designed and fixtures selected to prevent glare. The Developer, with the advance written approval of the Village, shall modify the cutoff fixture requirement for security lighting in areas where the exterior lights are not visible from a residential area or a public street.

(b) Illumination of sites and improvements thereon shall be designed to avoid competition with illumination on adjoining or neighboring properties.

(c) Illumination levels shall be appropriate for the intended. improvement, area and/or function to be illuminated. In general, illumination levels should follow the guidelines and recommendations of the IESNA.

(d) In no event shall any exterior illumination exceed an average illumination level of twenty (20') foot-candles for the surface to be illuminated unless approved otherwise by the Plan Commission as part of a conditional use permit. Ground mounted directional sign lighting shall be exempt from this requirement. Sign lighting to be reviewed as part of sign permit application and issuance.

(e) The illumination uniformity ratio (the ratio of the average illumination to the minimum illumination) for the surface to be illuminated shall not exceed 4:1.

(f) The illumination level at any property line shall not exceed one-half (0.5') foot-candle above the ambient lighting conditions on a cloudless night.

(g) In no instance shall an outdoor lighting fixture be mounted or oriented such that the lighting element is visible from any residence located in a residential zone district.

(h) The following shall be the maximum mounting height for the respective lighting fixture. The mounting height shall be measured from the surface to be illuminated to the bottom of the light fixture.

(1) Parking lot light fixtures in lots - thirty (30') feet.

(2) Building or security lighting - thirty (30') feet.

(3) Any other site lighting fixture thirty (30') feet or as determined appropriate and consistent with the intent of this title by the Village Administrator.

(i) When the building is vacant, unless otherwise reasonably necessary, only building mounted security lighting and up to twenty-five (25%) percent of all other outdoor lighting fixtures may remain illuminated.

(j) Exterior illumination of wall, building or ground signs, architecture, landscaping, site amenities or other specialty illumination of any kind shall be designed consistent with the intent of this Section II.B.

(k) Alternatives to these standards may be proposed to incorporate the use of a particular architectural style or theme or to incorporate innovative or unique illumination techniques. Such alternatives shall be presented to the Village Plan Commission and Village Board with supportive evidence sufficient to determine that the proposal is consistent with intent of the heretofore established standards. Approval of an alternative illumination plan is at the reasonable discretion of the Village Administrator, such approval to not be unreasonably withheld, conditioned or delayed.

(l) A lighting plan, specifications for all proposed fixtures and photometric plan or other plans delineating illuminance levels that evidence compliance with the established standards are required for all developments in order to determine compliance with these standards.

(m) The Village may in the future pass an ordinance requiring that certain properties allow the Village to install video surveillance cameras and related equipment on light poles in parking areas and driveways (and no other structures including, without limitation, any buildings, for the sole purpose of monitoring public roadways and intersections for policing and public safety purposes ("Security Camera Equipment"), which could affect all or a portion of the Property (provided such portions of the Property are limited solely to light poles in parking areas and driveways and used solely for the policing and public safety purposes set forth herein) . If such an ordinance is passed by the Village, the owner of any portion of the Property subject to such ordinance shall reasonably cooperate with the Village in the Village's installation and maintenance of reasonably sized wireless Security Camera Equipment on light poles on the Property (and no other structures), subject to Developer's and/or the owner of the Property's prior approval of the plans, specifications and locations of such Security Camera Equipment. The Village is hereby granted a non-exclusive, non-transferable license for the Village and its agents and contractors to enter upon the driveways and parking lots of all of the Property for reasonable access for the Village to install and maintain Village Security Camera Equipment, at the Village's expense, on such light poles upon no less than two (2) business days prior notice to Developer and/or the owner of the Property. Neither Developer nor the owner of the Property nor any Developer Parties (as defined below) shall be liable for any damage or injury to the Village or any other person, or to any property, occurring on the Property or any part thereof, except where solely caused by the gross negligence or willful misconduct of Developer. The Village shall indemnify, defend and hold Developer, the owner of the Property and their agents, partners, representatives, shareholders, members, managers, directors, officers, employees, affiliates, subsidiaries, parent companies, lenders, mortgagees and contractors and each of their respective successors and assigns (collectively, the "Developer Parties"), harmless from any claims, liability, damages, suits, judgments, actions, causes of action and losses of any kind whatsoever (including, without limitation, reasonable attorney's fees) arising out of or relating in any fashion whatsoever to the Village's use and access of the Property pursuant to this paragraph.

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C. INTERNAL TRAFFIC CONTROL.

The Developer, at Developer's cost, shall install, pursuant to plans and specifications approved by the Village, such traffic signs and other parking control signs on the private roads in the development at such locations as are required on the approved plan. The Village agrees to complete its review and approval of such plans and specifications within thirty (30) days after submittal by the Developer. Developer shall be responsible for the costs of maintenance and upkeep of such stop signs and traffic control signs as are installed in the private roads in the development.

D. BUILDING DESIGN.

1. Developer shall construct the building as depicted on Exhibit "I" Building Design and located in accordance with Exhibit "B" Site Plan. The following building standards shall apply to all construction and development on the Property.

2. All siding shall be "Ultra Batten" produced by Bridger Steel with a dark gray finish and shall have a finish warranty of not less than thirty (30) years.

3. Public building entryways shall be clearly defined and highly visible on the building's exterior design, and shall be emphasized by on-site traffic flow patterns.

4. Screening.

(a) All ground-mounted and wall-mounted mechanical equipment, refuse containers (excluding compactors) and any permitted outdoor storage (other than for motor vehicles or trailers) shall be screened from on-site and off-site ground level views, with materials identical to those used on the building exterior, all in accordance with Exhibit "I".

(b) As set forth on Exhibit "I", loading docks shall be screened from surrounding public roads. Said screening may be accomplished through loading areas internal to buildings, screen walls, which match the building exterior in materials and design, fences, berms or landscaping with landscaping matching the landscaping on the Property. The method of screening shall be reviewed and approved as part of project reviews and site plan approval by the Village.

E. TRAFFIC IMPACT.

1. The project (excluding outlots contained therein) shall have direct access to arterial and/or collector roads deemed appropriate by the Village and/or the authority having authority over the respective road(s).

draft

2. Vehicle access shall be designed to accommodate peak on-site traffic volumes without unreasonably disrupting traffic on public roads. This shall be accomplished through adequate parking lot design and capacity; access drive entry throat length, width, design, location, and number; and traffic control devices; and sidewalks.

3. The site design shall provide direct connections to adjacent land uses if required by the Village in writing but such requirement shall not prevent or affect the Developer designing and locating private roads in the development. Such use shall not materially impact the uses or layout of the development including roads, potential buildings or detention areas.

F. PARKING.

Parking lots shall conform to the requirements contained in the Village General Zoning and Shoreland/Floodplain Zoning Ordinance entitled "Parking Requirements", as modified by the approved Site Plan, Exhibit "B".

G. OUTDOOR STORAGE USES AND AREAS.

Exterior storage structures or uses, including the parking or storage of equipment, containers, crates, pallets, merchandise, materials, fork lifts, trash, recyclables (but excluding enclosed compactor and boiler), and all other items shall be prohibited. Trash and recycle areas shall be constructed of masonry or precast materials.

H. SIGNAGE.

All signage shall comply with the requirements contained in the Village General Zoning and Shoreland/Floodplain Zoning Ordinances.

I. NOISE.

All activities in the development will be required to comply with applicable federal, state, county and Village laws and ordinances regarding noise. Noise associated with activities at the site shall not create a nuisance to nearby properties.

J. MAINTENANCE OF IMPROVEMENTS.

Developer, and its successors and assigns, shall be responsible for maintaining the appearance of the entire development including, but not limited to, all parking areas, sidewalks and landscape features in accordance with Exhibit "DD" attached hereto and Chapter 21 of the Village of Somers Code of General Ordinances. Developer shall be responsible for the collection of debris and for snow plowing throughout the entire property and shall periodically clean and maintain all paved surfaces. Any debris collected shall be disposed of in accordance with all federal, state and local laws. Developer acknowledges that if, after thirty (30) days written notice from Village (unless after written request from Developer to Village seeking a longer period of time for good cause, approval of an extension is granted by Village, which approval will not be

unreasonably withheld), maintenance has not yet been performed in accordance with the provisions of this paragraph then the Village may proceed to maintain or hire an independent contractor of its choice to maintain the property or parts thereof and impose the costs of such maintenance upon the benefitted property as a special assessment or special charge.

## III. DEVELOPER WARRANTIES AND OBLIGATIONS

A. GUARANTEE OF ROADS AND TRENCH BACKFILL.

With respect to any portion of the Property subject to this Agreement, Developer shall assume responsibility for any settlement of fill materials which may occur in any Developer installed public utility trenches in any public right-of-way or public easement not under street pavement for a period of five (5) years from the date of the substantial completion of such utility improvement located in such portion of Property. Developer agrees to mechanically compact all granular materials used in Developer installed utility trenches.

B. VILLAGE COSTS.

Upon execution of this Agreement, Developer shall pay to the Village the actual documented and verifiable costs incurred by the Village for engineering, attorney fees and administrative costs incurred prior to the date of this Agreement. Developer shall pay to Village all documented and verifiable costs for construction review or inspection of all improvements and any legal and administration costs encountered by the Village in granting approvals for the development of the Property.

C. SUBDIVISION AND CONDOMINIUM PLATTING ORDINANCE.

The Developer represents that it has reviewed the Somers Subdivision and Condominium Platting Ordinance as revised and will complete the improvements set forth herein in compliance with the Subdivision and Platting Ordinance, and its revisions and further agrees to comply therewith, except as may be modified by the terms of this Agreement.

D. BUILDING PERMITS.

It is agreed that there shall be no building permits issued by the Somers Building Inspector until that Inspector shall be satisfied in its reasonable discretion that all the relevant terms and conditions of this Agreement and of the Somers Subdivision and Platting Ordinance have fully complied with regarding such proposed building.

E. INDEMNIFICATION.

Developer shall, during the term of this Agreement, indemnify, defend and hold harmless Village and officers, consulting engineers, attorneys, agents, representatives and employees thereof from and against any and all claims, damages, judgments, costs and expenses and reasonable attorney fees which any of them may pay, sustain or incur should any person or party

incur personal injury, property loss or damage arising out of wrongful, negligent, improper or deficient conduct of Developer in the design or construction of any of the improvements on the Property, including the design and construction of all onsite sanitary sewer systems, the design and construction of onsite municipal water systems which Developer constructed (and not which Village constructed), the design and construction of onsite underground storm and surface water drainage facilities relating to this proposed development or as a result of any claim for labor, materials or improvements in connection with the construction of the same other than any act or omission to Village, its agents or contractors, provided that Village shall provide notice of any claim it has under this provision, will afford the Developer the right to defend, prosecute and settle such claim, will make full disclosure of all relevant facts and circumstances, and shall cooperate with Developer and Developer's legal counsel in defending against any such claim, at Village's expense if by separate counsel, to the extent permitted by Developer's insurance company. Any costs or expenses including actual and reasonable attorney fees, which the Village incurs as a result of any claim indemnified herein shall be reimbursed to the Village either through a cash deposit, any letter of credit posted by the Developer in connection with this Agreement, other assurance or through such other means as the Village, in the Village's reasonable discretion, deems appropriate. This indemnity shall not include liability for the negligence, fraud, omissions or acts of the Village or its officers, consulting engineers, attorneys agents, representatives and employees.

F. SITE PLAN APPROVAL AND ZONING; PERMITS AND ASSESSMENTS.

1. The Site Plan attached hereto as Exhibit "B" and incorporated herein by reference has been approved by the Village Board and the zoning and Site Plan for the Property shall not be changed, modified or altered without the prior written consent of the Developer and the Village, except as provided herein.

2. Any amendment to this Development Agreement may be modified or amended as provided in Paragraph V.B. below.

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

## IV. LETTERS OF CREDIT/ESCROW

A. VILLAGE EXPENSES TO BE REIMBURSED.

To insure the payment to the Village of its expenses incurred in connection with any such improvements, including without limitation, engineering reviews, field observations, legal and administrative costs, the Developers shall deposit with the Village, either in cash funds or by an irrevocable letter of credit in a form reasonably acceptable to and approved by the Village

Attorney (with the form attached hereto as Exhibit "E" being an acceptable form for such purposes) in the reasonably estimated amount of such expenses.

B. FORMAT OF LETTER OF CREDIT.

The Developer may submit one or more letters of credit, as long as each letter of credit conforms to the formal requirements of this Agreement. The Developer may, at any time, substitute a different letter of credit for a letter of credit previously provided, as long as the substitute letter of credit complies with the terms of this Agreement.

C. REDUCTIONS IN LETTER(S) OF CREDIT.

The Developer may submit written requests to the Village for a reduction in any letter of credit not more often than once per calendar month. Any such requests shall include an explanation as to why the letter of credit may be reduced, including without limitation, that the Developer has paid any such costs or expenses, the reasonable estimates of the Village's costs have been reduced, or the development has preceded to an extent that the Village expenses are reasonably likely to be substantially lower than first estimated. The Village agrees to reasonably reduce any letter of credit in such circumstances. Any such letter of credit shall be released to the Developer or cancelled once the expenses for which such letter of credit were issued have been substantially completed.

D. ACCOUNTING FOR REIMBURSABLE EXPENSES INCURRED BY VILLAGE.

Any funds deposited with the Village under the terms of this Agreement shall be used by the Village only for the purposes designated for such funds. Reasonable expenses incurred by the Village which are to be paid out of said funds may be paid and the Village agrees to provide accountings to the Developer, as requested by the Developer, for the use of said funds and the expenses paid with said funds. The Village agrees to provide reasonable written notice to the Developer whenever the Village has notice or knowledge that the funds deposited for a purpose are unlikely to be sufficient for such purpose and if more than ninety percent (90%) of said funds have been expended. Upon request of the Developer, the Village shall provide the Developer with all information regarding the payment of said expenses and why there may be an overcharge for any expenses.

## V. MISCELLANEOUS

A. ASSIGNMENT.

The Developer recognizes that agreement is based on Developer's presentation to the Plan Commission and Village Board. Developer shall not assign or transfer this Agreement to any other person or corporation without prior written consent of the Village.

draft

B. MODIFICATION.

This Agreement supersedes all prior oral or written understandings or representations between the parties except as may be embodied by applicable state, county or Village statute, code or ordinance. Any modification to the terms of this Agreement shall only be enforceable if in writing signed by duly authorized representatives of each of the parties hereto in the same manner as this Agreement.

C. GOOD FAITH AND FAIR DEALING.

The parties agree that they shall deal with one another fairly and in good faith. If this Agreement provides that any approving party may grant or withhold its approval or consent, the approving party shall not unreasonably withhold, condition or delay its approval.

D. TERM.

Agreement shall be in effect for a period of forty (40) years from the date of execution hereof and shall inure to the benefit of and be binding upon the successors in title and assigns of Developer and upon successor corporate authorities and successor municipalities of Village. However, the guarantee of improvements shall be for the period specified herein, whether or not such guarantee may extend beyond the term of Agreement, and any recorded restrictions shall have the life accorded to such restrictions under applicable state law.

E. VOLUNTARY DONATIONS IN LIEU OF IMPACT FEES.

Developer and Village agree that in lieu of the imposition of the fees delineated in Section 18.30 of the Code of Ordinances of the Village of Somers, including impact fees for development of the Property, the Developer shall make to the Village a donation in the sum of Twenty-eight Thousand Three Hundred Forty-two and 40/100 ($28,342.40) Dollars, which shall be paid prior to the issuance of any mass grading permit. The Developer and the Village hereby agree to be contractually bound by the terms and conditions of this paragraph, V.E., in lieu of the terms and conditions of Section 18.30 of the Code of Ordinances, except as provided hereafter, and in consideration of such accommodation on the part of the Village, the Developer agrees to forever waive and relinquish any objection to any fees or the use of such fees by the Village whether such objection could be based upon Chapter 18 of the Code of Ordinances of the Village of Somers, Chapter 66 of the Wisconsin Statutes or otherwise. This waiver and acknowledgment shall be binding upon the legal successors and assigns of the Developer. Developer affirmatively represents that it is not necessary for the Village to expend the donations received under this Agreement in the year in which received and that the Village may use such donations for any lawful purpose without consulting with or advising the Developer as to how such donations are to be used. The voluntary donations referred to in this paragraph V. E. Shall not eliminate the requirements of municipal sanitary sewer connection fees to be paid by users on the Property of those systems as required by Section 18.30(L) and Appendix "C" of the Code of Ordinances of the Village as described hereafter.

F. SANITARY SEWER CONNECTION CHARGES AND BUILDING PERMIT FEES.

Pursuant to Section 18.30(L) and Appendix "C" of Chapter 13 of the Code of Ordinances of the Village of Somers, users of the municipal sanitary sewer system must pay a one-time connection fee for each service prior to the issuance of a building permit at the then applicable rate specified in such ordinances at time of issuance of such building permit. Developer shall pay all building permit fees upon issuance pursuant to Village ordinance.

G. DEFAULTS.

1. No default shall arise hereunder unless the non-defaulting party has provided the defaulting party with written notice and a reasonable cure period of at least thirty (30) business days. Following any default either party may exercise all rights and remedies allowed by law and this Agreement.

2. In the event any default cannot reasonably be cured within said thirty (30) day period, the party shall not be deemed in default as long as the party is acting reasonably, diligently and in good faith in curing such default.

H. SEVERABILITY.

If any provision, covenant, or a portion of this Agreement or its application to any person, entity or property is held to be invalid or unenforceable by a court of law or equity, such status shall not affect the application or validity of other provisions, covenants or portions of this Agreement which shall be given effect without the invalid provisions or applications, and to this end, the provisions and covenants of this Agreement are declared to be severable.

I. RECORDATION.

This Agreement shall be recorded in the office of the Register of Deeds for Kenosha County, Wisconsin. Such recordation may, at the discretion of the Village, omit some or all of the attached exhibits delineated in subsection K below.

J. EXECUTION OF COUNTERPARTS.

This Agreement may be executed as three (3) or more counterparts, with each acting as an original.

K. EXHIBITS INCORPORATED BY REFERENCE.

Each of the terms, conditions and specifications described, noted or depicted on the following Exhibits are hereby incorporated herein by reference:

draft

Exhibit "A" Certified Survey Map
Exhibit "A-1" Legal Description
Exhibit "B" Site Plan
Exhibit "C" Stormwater Plan
Exhibit "E" Form of Letter of Credit
Exhibit "G" Landscape Plan
Exhibit "H" Photometrics Plan
Exhibit "I" Building Design
Exhibit "DD" Management Maintenance Plan
Exhibit "EE" Sewer and Water Main Drawing

L. INTEGRATION.

This Developer's Agreement, including the exhibits hereto, and such other documents as are incorporated herein embodies the entire agreement and understanding among the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.

M. CHOICE OF LAW AND VENUE.

This Developer's Agreement and all attached exhibits shall be construed and enforced according to the laws of the State of Wisconsin. The parties agree that any matter which may be brought or pursued in court hereunder shall brought and maintained only in the Circuit Court for Kenosha County, Wisconsin, and each party consents to such venue and the court's personal jurisdiction over each party. In the event of a conflict between the terms set forth in this Agreement and the terms and specifications set forth on the Exhibits hereto during the initial construction of improvements, the terms and specifications of such exhibits shall control.

N. WAIVER OF BREACH OR VIOLATION NOT DEEMED CONTINUING.

Either party may, to the extent legally allowed, (a) extend the time for performance of any of the obligations or other acts of the other party(s), (b) waive any inaccuracies in the representations or warranties of the other party(s) hereto contained herein, or in any document delivered pursuant hereto and (c) waive any compliance by any of the other parties hereto with any of the agreements or conditions contained herein. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any or other subsequent breach or violation of any provision hereof. No breach or violation of any provision hereof shall be waived exceed by an agreement in writing signed by the waiving party.

O. CONSTRUCTION.

Each party to this Agreement and their respective legal counsel acknowledge that they have had the opportunity to participate equally in the drafting of this Agreement and that in the

event of a dispute, neither party shall be treated, for any purpose as the author of this Agreement nor have any ambiguity resolved against it on account thereof.

P. NOMENCLATURE.

The use of the male gender shall include the female, the individual shall include the corporate, and the singular shall include the plural, and visa versa, wherever such usage is appropriate to the context.

Q. NOTICES.

Except as otherwise specifically provided in this Agreement, all notices given in connection with this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be sent to the other party by personal delivery, by established overnight courier, fees prepaid, by certified or registered mail. postage prepaid and return receipt requested, or by facsimile transmission or email transmission to the party (provided that an original of said notice or communication is sent simultaneously by first class United States mail with postage prepaid). Any notice addressed to the Village shall be addressed to the attention of the Village Administrator, 7511- 12th Street, PO Box 197, Somers, Wisconsin 53171. Any notice addressed to the Developer shall be addressed to the attention of Carthage College, 2001 Alford Park Drive, Kenosha, Wisconsin 53140 with a copy to Attorney Philip Godin, 6301 Green Bay Road, Kenosha, Wisconsin 53142. Either party may give notice to the other, in accordance with the terms of this paragraph, of a change-of-address to which notices under this Agreement may be sent. Any notice given in accordance with this paragraph shall be effective upon delivery, if personally delivered, upon delivery by overnight courier, upon delivery by email or facsimile transmission if transmitted during regular business hours, or three (3) days after notice is deposited in the United States mail if sent by certified mail. Any facsimile or email transmission received after 5:00 pm (Kenosha, Wisconsin time) or on a day other than a normal business day shall be deemed delivered on the next normal business day.

R. NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit or be enforceable by any person other than the Village, the Developer, and their respective successors and assigns. This Agreement shall be binding upon and be for the benefit of the Village, the Developer, and their respective successors and assigns only.

S. UNAVOIDABLE DELAY.

If either party is in any way delayed or prevented from performing all of its obligations under this Agreement, other than the payment of money, due to fire, act of God, civil disorder, riots, insurrections, fuel shortages, failure of power, accidents, casualties, adverse weather conditions, strikes, labor disputes, inability to procure materials, acts of the other party or other party is agent, governmental restrictions, closures, orders and regulations (whether local, state or federal in nature), including, without limitation, government restrictions, closures, orders and

regulations in connection with or arising from public health emergencies, such as the global COVID-19 virus pandemic, or any other cause beyond a party's reasonable control, then the party so delayed or prevented from performing its obligations under this Agreement shall not be deemed to be in default under this Agreement as long as such party is acting reasonably and in good faith in performing under this Agreement, and the period of such delay or prevention shall allow for an extension period equal to the period of such delay, interruption or prevention to perform such obligation.

WITNESS OUR HANDS AND SEALS this _____ day of _____, 2022.

VILLAGE OF SOMERS

By:_____
George Stoner, President

Attest:_____
Brandi Baker, Clerk/Treasurer

STATE OF WISCONSIN )
) ss.
COUNTY OF KENOSHA )

Personally came before me this _____ day of _____, 2022, the above named George Stoner, President and Brandi Baker, Clerk/Treasurer of the Village of Somers, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Printed Name:_____
Notary Public; Kenosha County, WI
My commission expires_____.

draft

DEVELOPER
CARTHAGE COLLEGE, a foreign non-stock corporation

By:_____
Printed Name:_____

STATE OF _____ )
) ss.
COUNTY OF _____ )

Personally came before me this _____ day of _____, 2022, the above-named _____, on behalf of Carthage College, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Printed Name:_____
Notary Public; _____ County, _____
My commission expires_____.

draft

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

**MEETING DATE:** June 14, 2022

**TO:** Village President Stoner and Village Trustees

**FROM:** Brandi Baker, Clerk-Treasurer

**AGENDA ITEM:** #10 Action on "Class A" and Class "A" Renewal Retail Alcohol Beverage License Applications

BACKGROUND:

Alcohol Licenses expire on June 30th each year. Establishments in the Village of Somers have submitted their Renewal Alcohol Beverage Retail License to meet statutory requirements for filing and publication. The list of applicants is included.

Building Inspections & Fire Inspections of all locations have been successfully completed, and there are no outstanding issues reported.

PRIOR ACTION TAKEN:

The attached licenses were reviewed and discussed at our June 7, 2022 Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

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

*"Motion to approve "Class A" and Class "A" Renewal Retail Alcohol Beverage License Applications as listed in attached "Class A" and Class "A" Retail Alcohol License Application Renewal List for 2022-2023"*

ATTACHMENTS:

"Class A" and Class "A" Retail Alcohol License Application Renewal List for 2022-2023

## "Class A" & Class "A" Retail Alcohol License Application Renewal List for

| NAME | AGENT | TRADE NAME | ADDRESS | CITY | STATE | ZIP | PARCEL NUMBER |
|---|---|---|---|---|---|---|---|
| BP Kenosha Travel Plaza, DBA Somers Amoco | Simmi Bhardwaj | Somers Amoco | 1170 22nd Avenue | Kenosha | WI | 53140 | 82-4-222-124-0310 |
| BP Kenosha Travel Plaza, LLC | Parveen Bhardwaj | Kenosha Travel Plaza | 11800 Burlington Road | Kenosha | WI | 53144 | 82-4-222-224-0501 |
| Kwik Trip, Inc | Brian Malloy | Kwik Trip #107 | 5800 31st Street | Kenosha | WI | 53144 | 82-4-222-224-0504 |
| Kwik Trip, Inc | Joshua Sorensen | Kwik Trip #597 | 11350 28st St | Kenosha | WI | 53144 | 82-4-222-193-0101 |
| N.J. Convenience, Inc | Parthiv Patel | 7-Eleven | 1150 Green Bay Road | Kenosha | WI | 53144 | 82-4-222-104-0361 |
| Parul Corp. | Bhanumati A. Patel | Northside Superette | 1810 Sheridan Road | Kenosha | WI | 53140 | 83-4-223-192-0100 |
| Sam's East, Inc | Shauna Morgan | Sam's Club #6331 | 3300 Brumback Blvd. | Kenosha | WI | 53144 | 82-4-222-271-0302 |
| Skogen's Foodliner, Inc | Jonathan Korff | Festival Foods | 6000 31st Street | Kenosha | WI | 53144 | 82-4-222-224-0501 |
| Utopia Nails & Spa, LLC | Tonyduc Huynh | Utopia Nails & Spa | 4816 Green Bay Road | Kenosha | WI | 53144 | 82-4-222-341-0210 |
| Wal-Mart Stores East, LP | Kristin Van Lankvelt | Wal-Mart Supercenter #1167 | 3500 Brumback Blvd. | Kenosha | WI | 53144 | 82-4-222-271-0301 |

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

**MEETING DATE:** June 14, 2022

**TO:** Village President Stoner and Village Trustees

**FROM:** Brandi Baker, Clerk-Treasurer

**AGENDA ITEM:** #11 Action on Class "B" and "Class C" Renewal Retail Alcohol Beverage License Applications

Action on "Class B" and Class "B" Renewal Retail Alcohol Beverage License Applications

BACKGROUND:

Alcohol Licenses expire on June 30th each year. Establishments in the Village of Somers have submitted their Renewal Alcohol Beverage Retail License to meet statutory requirements for filing and publication. The list of applicants is included.

Building Inspections & Fire Inspections of all locations have been successfully completed, and there are no outstanding issues reported.

PRIOR ACTION TAKEN:

The attached licenses were reviewed and discussed at our June 7, 2022 Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

In the event that the Village Board proceeds with suggested action, a suggested motion to approve would be as follows: (for item #11 only)

*"Motion to approve Class "B" and "Class C" Renewal Retail Alcohol Beverage License Applications as listed in attached Class "B" and "Class C" Retail Alcohol License Application Renewal List for 2022-2023"*

*"Motion to approve "Class B" and Class "B" Renewal Retail Alcohol Beverage License Applications as listed in attached "Class B" and Class "B" Retail Alcohol License Application Renewal List for 2022-2023"*

ATTACHMENTS:

Class “B” and “Class C” Renewal List for 2022-2023
“Class B” and Class “B” Renewal List for 2022-2023

# Class "B" & "Class C" Retail Alcohol License Application Rene
## Licensing Year 2022-2023

| NAME | AGENT | TRADE NAME | ADDRESS | CITY | STATE | ZIP |
|---|---|---|---|---|---|---|
| Petrifying Springs Beer Garden, S corp. | Anthony DeBartolo | Petrifying Springs Biergarten | 5555 7th Street, Pavilion #1 | Kenosha | WI | 53144 |

## ewal List for

| PARCEL NUMBER |
| --- |
| 82-4-222-111-5001 |

## "Class B" & Class"B" Retail Alcohol License Application
## Renewal List for Licensing Year 2022-2023

| NAME | AGENT | TRADE NAME | ADDRESS | CITY | STATE | ZIP | PARCEL NUMBER |
|---|---|---|---|---|---|---|---|
| Cortese Supper Clun | Achile Cortese | Cortese Restaurant | 1300 Sheridan Road | Kenosha | WI | 53140 | 83-4-223-181-0816 |
| Eclectic, LLC | Justin Traughber | J & M's Bar & Grill | 8013-12th Street | Kenosha | WI | 53171 | 82-4-222-162-0010 |
| Geebo, LLC | Peter Gochis | Somers House | 1548 Sheridan Road | Kenosha | WI | 53140 | 83-4-223-184-0820 |
| Kenosha Country Club, Inc | Neil Swiatek | Kenosha Country Club | 500 13th Avenue, Box 249 | Kenosha | WI | 53140 | 83-4-223-063-0200 |
| M & R, Inc | Lydia Glowacki | Hobnob Restaurant | 277 S. Sheridan Road | Racine | WI | 53403 | 83-4-223-052-0200 |
| Maplecrest Country Club, Inc | Daniel J. Plebanek | Maplecrest Country Club | 9401 18th Street | Kenosha | WI | 53144 | 82-4-222-201-0100 |
| Oakfire Kenosha, LLC | David Scotney | Oakfire Pizzeria Napoletana | 3552 Market Lane | Kenosha | WI | 53144 | 82-4-222-271-0318 |
| Surfside Bowl, Inc | James Hedges | Surfside Bowl | 1015 Sheridan Road | Kenosha | WI | 53403 | 83-4-223-083-0760 |

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

**MEETING DATE:** June 14, 2022

**TO:** Village President Stoner and Village Trustees

**PREPARED BY:** Brandi Baker, Clerk/Treasurer

**AGENDA ITEM:** #13 Action on Cabaret License Applications

BACKGROUND:

Cabaret Licenses expire on June 30th each year.

Establishments in the Village of Somers have submitted their Cabaret License applications.

Building Inspections & Fire Inspections of all locations have been successfully completed, and there are no outstanding issues reported.

PRIOR ACTION TAKEN:

Discussion occurred at the June 7, 2022 Work Session. It was requested that more information on the licenses be provided. Applications and information on each license are attached.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

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

*"Motion to approve Cabaret Applications as listed in the Cabaret License Applications for 2022-2023"*

ATTACHMENTS:

Cabaret License Applications for 2022-2023

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Somers, WI
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www.somers.org

# Village of Somers
# Application for Cabaret License
# July 1st 2022 to June 30th, 2023

**APPLICANT INFORMATION-MUST BE HOLDER OF CLASS B LICENSE** (please print)

Name of APPLICANT: Lydia Glowacki

Address of APPLICANT: 277 S. Sheridan Road
Racine, WI 53403

Telephone number of APPLICANT: 262-552-8185 Email: office@theHobnob.com

**LICENSED ESTABLISHMENT INFORMATION** (please print)

Name of LICENSED ESTABLISHMENT: Hobnob Restaurant

Address of ESTABLISHMENT: 277. S. Sheridan Road

Telephone number of ESTABLISHMENT: 262-552-8008 Email: office@theHobnob.com

| **License Fee** | **TOTAL** | **$300.00** |
|---|---|---|

**List Specific Entertainment:**
FRIDAY 7:00 pm to 10:00 pm
SAT. 7:00 pm to 10:00 pm

I, Lydia C Glowacki, state that the above information is true and correct to the best of my knowledge, and that if granted a regular cabaret license, I will abide by all conditions and provisions of Chapter 12.15 of the Code of Ordinance of the Village of Somers under which said license is issued.

Signature: Lydia C. Glowacki

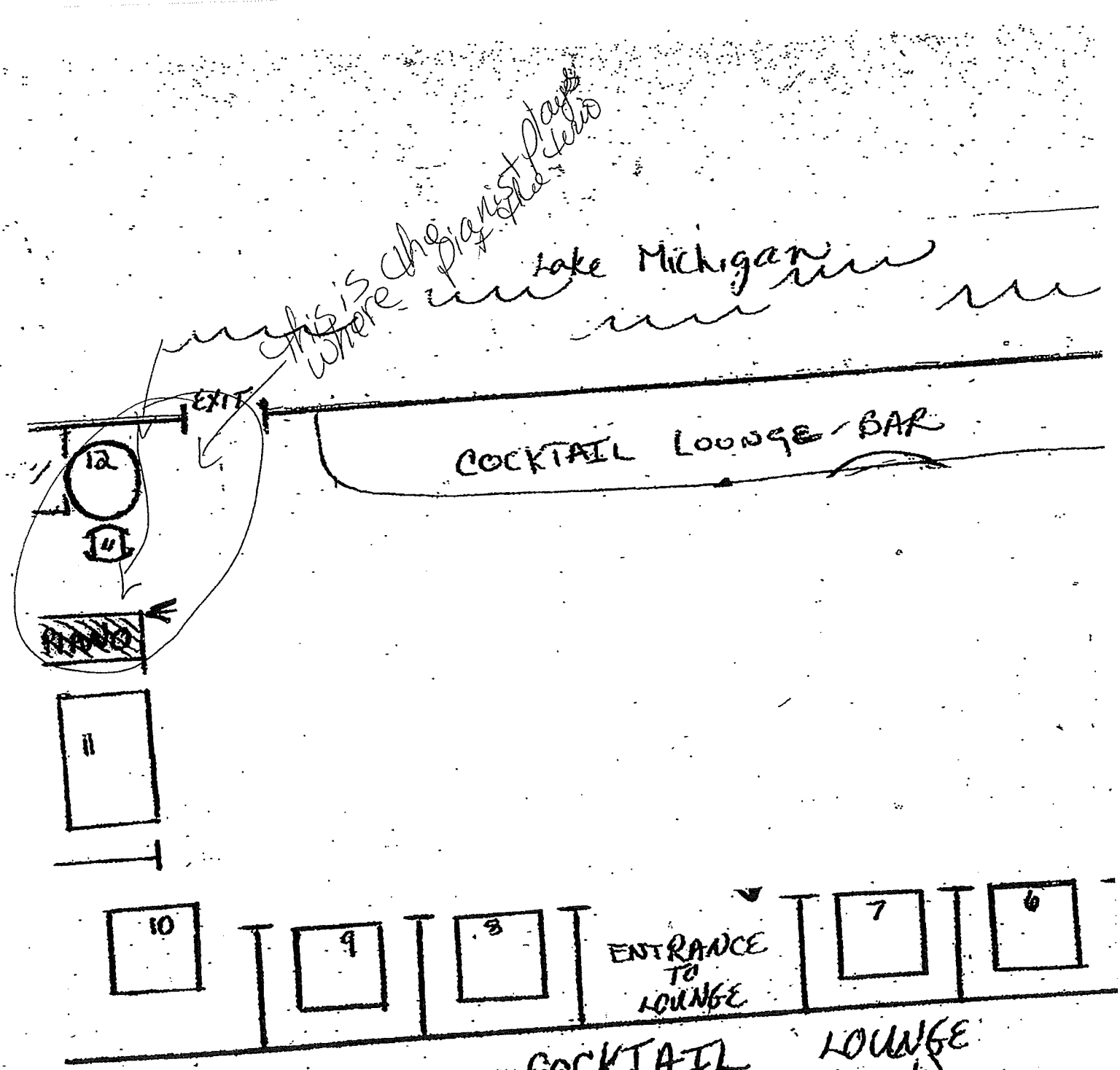
Date signed: 05/05/2022

Return application and fee to:

Village of Somers
Village Clerk
P.O. Box 197
Somers, WI 53171

**DO NOT WRITE BELOW THIS LINE FOR OFFICE USE ONLY**

Date Received: 5-9-22


this is where pianist plays
Lake Michigan
EXIT
COCKTAIL LOUNGE - BAR
12
11
RAMP
11
10
9
3
ENTRANCE TO LOUNGE
7
6
COCKTAIL LOUNGE
(Standard Table Layout)




277 South Sheridan Road, Racine, Wisconsin 53403-9607 • Phone 262/552.8008

To Whom it may concern,

We only have dinner music on Fridays & Saturdays from 7:30 pm - 10:00 pm. We have no need for security during the dinner music.

Julie Calli 5/18/2021

262-552-8008

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7511-12th Street
Somers, WI
Ph.: (262) 859-2822
Fax: (262) 859-2331
www.somers.org

# Village of Somers
# Application for Cabaret License
# July 1st 2022 to June 30th, 2023

**APPLICANT INFORMATION-MUST BE HOLDER OF CLASS B LICENSE** (please print)

Name of APPLICANT: ACHILLE CORTESE

Address of APPLICANT: 4904 HANSCHE RD

Telephone number of APPLICANT: 262 939 3776 Email: _____

**LICENSED ESTABLISHMENT INFORMATION** (please print)

Name of LICENSED ESTABLISHMENT: CORTESE

Address of ESTABLISHMENT: 1300 SHERIDAN RD

Telephone number of ESTABLISHMENT: (262) 553-9469 Email: _____

**License Fee** **TOTAL** **$300.00**

**List Specific Entertainment:** DJ, Bands, CD Player

I, Achille Cortese, state that the above information is true and correct to the best of my knowledge, and that if granted a regular cabaret license, I will abide by all conditions and provisions of Chapter 12.15 of the Code of Ordinance of the Village of Somers under which said license is issued.

Signature: Achille Cortese

Date signed: 5/11/22

Return application and fee to:

Village of Somers
Village Clerk
P.O. Box 197
Somers, WI 53171

**DO NOT WRITE BELOW THIS LINE** **FOR OFFICE USE ONLY**

Date Received: 5-12-22

# Filomena's
## RESTAURANT

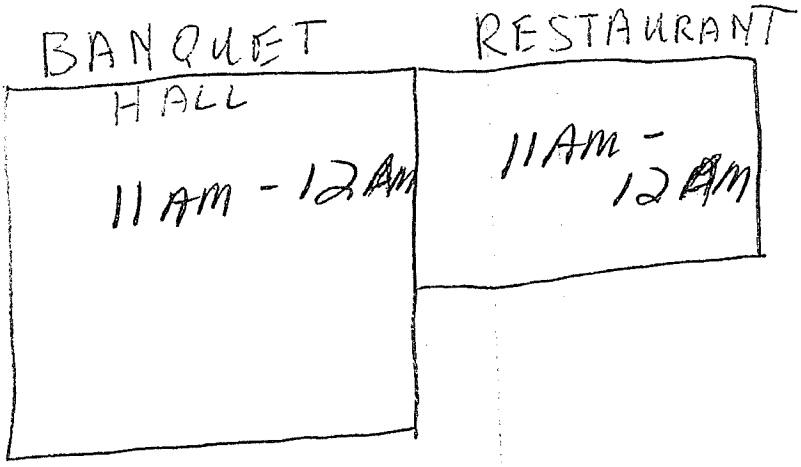
# CORTESE'S
## BANQUET HALL

We take our customers and staff's health
& safety seriously.
It is our number one priority!

**HOURS:**
Wednesday, Thursday & Sunday 4PM to 9PM
Friday & Saturday 4PM to 11Pm
**Dine In, Carry Out & Curbside Pick up**
**Delivery is available via GrubHub and DoorDash!**

We are offering our full Menu & Special meal deals available Daily!
**Call 262-553-9469 to place an order!**
Our Family & Staff truly appreciate your business at this time!

CORTESE



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Somers
VILLAGE & TOWN
Village of Somers
P.O. Box 197
7511-12th Street
Somers, WI
Ph.: (262) 859-2822
Fax: (262) 859-2331
www.somers.org

# Village of Somers Application for Cabaret License July 1st 2022 to June 30th, 2023

**APPLICANT INFORMATION-MUST BE HOLDER OF CLASS B LICENSE** (please print)

Name of APPLICANT: Kenosha Country Club - Neil Swiatek

Address of APPLICANT: 500 13th Ave
Somers WI

Telephone number of APPLICANT: 262-552-8488 Email: nswiatek@KenoshaCountryClub.com

**LICENSED ESTABLISHMENT INFORMATION** (please print)

Name of LICENSED ESTABLISHMENT: Kenosha Country Club

Address of ESTABLISHMENT: 500 13th Ave
Somers, WI

Telephone number of ESTABLISHMENT: 262-552-8488 Email: nswiatek@KenoshaCountryClub.com

**License Fee** **TOTAL** **$300.00**

**List Specific Entertainment:** DJ for Weddings, Santa nothing past midnight

I, Neil Swiatek, state that the above information is true and correct to the best of my knowledge, and that if granted a regular cabaret license, I will abide by all conditions and provisions of Chapter 12.15 of the Code of Ordinance of the Village of Somers under which said license is issued.

Signature: [signature]

Date signed: 5-10-22

Return application and fee to:

Village of Somers
Village Clerk
P.O. Box 197
Somers, WI 53171

**DO NOT WRITE BELOW THIS LINE** **FOR OFFICE USE ONLY**

Date Received: 5-10-22

A Donald Ross Design

Kenosha Country Club

Security Plan:

Safety and Security will be maintained by Kenosha Country Club Management personnel, which includes the General Manager and the Restaurant Manager. Any unruly or intoxicated person will ne escorted from the property. Being a private club we control the dress and conduct of our members and guest. For extra security, in the past we have requested Mr. Jack Aupperle (former Wis. State Patrol), for assistance.



Management Personel:

Chris Bella bd 05/10/89

Ryne Chatworthy bd 09/07/93

Chad Proulx bd 07/05/72

Dedra Rippee bd 10/11/67

All Events will end by mid-night. We have enough on-site parking for all our events. Our nearest neighbor is over 400 yards away so there is no noise problems.

Grandview Ballroom
Server access
Dance Floor
18.5'
23'
38'
Walkway

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www.somers.org

# Village of Somers Application for Cabaret License July 1st 2022 to June 30th, 2023

**APPLICANT INFORMATION-MUST BE HOLDER OF CLASS B LICENSE** (please print)

Name of APPLICANT Michael Grab

Address of APPLICANT: 10227 S. Kendrick Dr
Oak Creek WI 53154

Telephone number of APPLICANT: 414 839-9170 Email: pete beergarden@gmail.com

**LICENSED ESTABLISHMENT INFORMATION** (please print)

Name of LICENSED ESTABLISHMENT: Petrifying Springs Biergarten

Address of ESTABLISHMENT: 5555 7th St
Kenosha, WI 53144

Telephone number of ESTABLISHMENT: 414 839-9170 Email: pete beer garden@gmail.com

**License Fee** **TOTAL** **$300.00**

**List Specific Entertainment:** Live music SAT 6-9 SUN 3-6

I, Michael Grab, state that the above information is true and correct to the best of my knowledge, and that if granted a regular cabaret license, I will abide by all conditions and provisions of Chapter 12.15 of the Code of Ordinance of the Village of Somers under which said license is issued.

Signature:

Date signed: 5/11/22

Return application and fee to:

Village of Somers
Village Clerk
P.O. Box 197
Somers, WI 53171

**DO NOT WRITE BELOW THIS LINE** **FOR OFFICE USE ONLY**

Date Received: 5-12-22

**Security Plan: 12.5 (C) (2)**

(a) Security personal will only be used for Co-Sponsored County events that extend outside the premise Depending upon the size of the event 1-3 personal will be employed for the sole purpose of crowd control or to intervene with anyone that appears to be disorderly

(b) (i) parking lots inside the park do not require vehicles to be left overnight and are monitored by the parks night staff. Cross walks are visible from main parking lot to the Biergarten
(ii) Unruly patrons are given an initial warning and then asked to leave if they do not comply
(iii) Patrons who are intoxicated are asked to leave. We first establish if they have driven there if so an Uber is called
(iv) Patron presenting false ID will be recorded and confiscated



(c) Sheriff's Department will be notified if a situation escalates. Management will try to deescalate situation and remove said parties from premise at different times so the problem does not continue outside premise

(d) Michael Grab 2/25/79 Tony DeBartolo 6/13/76

**(3) Operational Plan:**

**(a)** Biergarten will be open M-TH 4-9pm Fri-Sat 12-9pm Sun 12-8pm

(b) Legal Occupancy inside Pavilion 77ppl Outside unlimited

(c) We have parking for over 175 in main lot and another 500+ in the parking lots with in walking Distance of the Biergarten

(d) Yes light german background music

(e) Yes, Light german background music

(f) Our facility is cleaned inside and out daily. Grass is cut 1-2 per week. Trash is emptied nightly in required trash or recycling bins. Staff is required to walk interior and exterior of premise and pick up any visible trash.

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# Village of Somers
# Application for Cabaret License
# July 1st 2022 to June 30th, 2023

**APPLICANT INFORMATION-MUST BE HOLDER OF CLASS B LICENSE** (please print)

Name of APPLICANT: TOMMY GOCHIS / PETER GOCHIS

Address of APPLICANT: 3322 16TH ST. KENOSHA WI 53144

Telephone number of APPLICANT: 262-3275450 Email: —

**LICENSED ESTABLISHMENT INFORMATION** (please print)

Name of LICENSED ESTABLISHMENT: GEEBO LLC / DBA SOMERS HSE

Address of ESTABLISHMENT: 1548 SHERIDAN RD SOMERS / KENOSHA 53140

Telephone number of ESTABLISHMENT: 2625510793 Email: —

| License Fee | TOTAL | $300.00 |
|---|---|---|

**List Specific Entertainment:** KARAOKE, DJ'S MUSIC, COMEDY NITE, BINGO PRIZES, VOLLEYBALL WWE FED WRESTLING, MUSIC ENT. INSIDE BAND ENCLOSED FENCED IN BEER DECK/YARD

I, PETER COLLINS, state that the above information is true and correct to the best of my knowledge, and that if granted a regular cabaret license, I will abide by all conditions and provisions of Chapter 12.15 of the Code of Ordinance of the Village of Somers under which said license is issued.

Signature: [signature]

Date signed: MAY 4 2022

Return application and fee to:

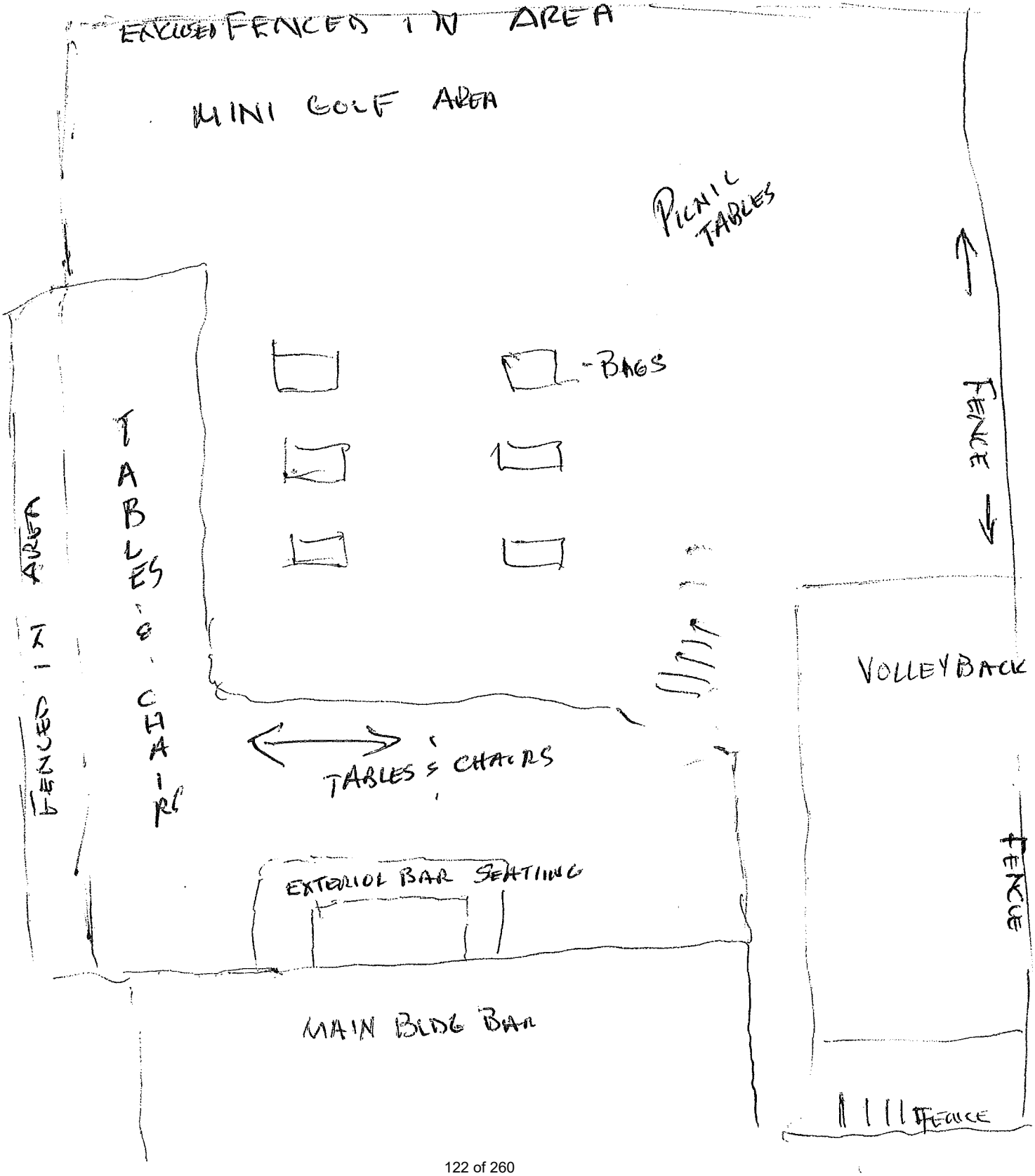
Village of Somers
Village Clerk
P.O. Box 197
Somers, WI 53171

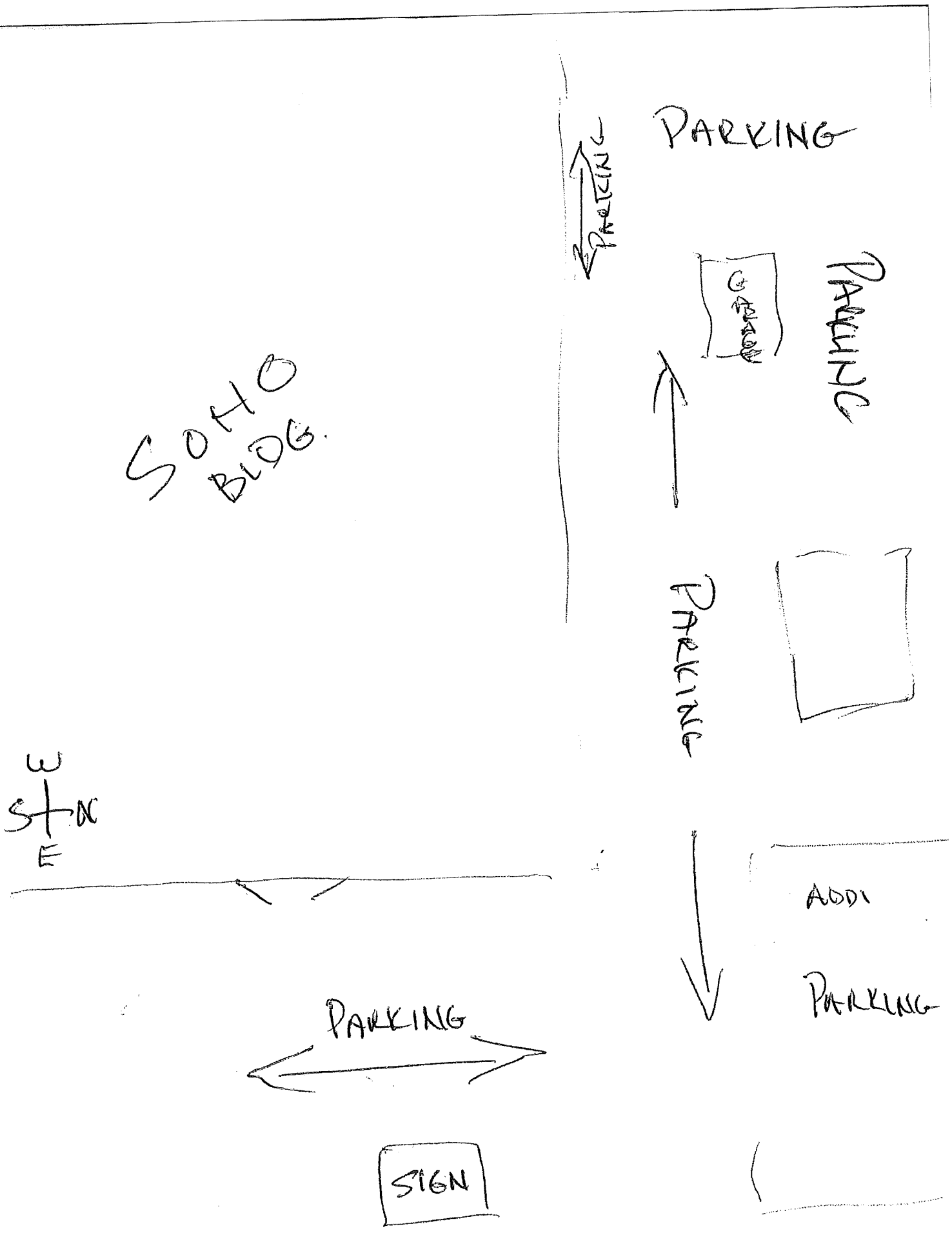
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Date Received: 5.6.22

# SITE PLAN

EXTERIOR DECK & YARD - ENCLOSED BY FENCE




PARKING
PARKING
PARKING
SOHO BLDG.
W
S
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ADDI
PARKING
PARKING
SIGN

1) DEPENDING ON DAY OR EVENT
SECURITY PERSONNEL WILL MONITOL ALL EXITS & ENTRANCE DOORS. ANYWHERE FROM 1-7 PERSONNEL

2) B I II III IV ALL UNRULY PATRONS WILL BE ASKED TO LEAVE
ANYONE INTOXICATED WILL NO LONGER BE SERVED WHEN NOTICED
FALSE ID WILL BE KEPT AN GIVE TO SHERIFFS DEPT.

3) SHERIFFS DEPT WILL BE CALLED WHEN REFUSAL TO LEAVE PREMISE

HRS OF OPERATION
M- SUN 11:00 - 2:AM

OCCUPANCY AS ALLOWED IN AREAS BY SFD. AN POSTED

JUTE BOX & SPEAKERS

DECIBEL READER TO BE USED AS PER VILLAGE CODE

LITTER PICKED UP ON DAILY & WEEKLY BASIS

35-40 PARKING SPACES OFF STREET PARKING PLUS RENTED LOT WHEN NEEDED

20) SEE APPLICATION

ANGEL
Lithographing Company

# ACTIVITIES UNDER THE CABARET LIC.

MIDGET WWMF WRESTLING IS OUTDOOR RING IN THE YARD 1-2 A YEAR THERE IS AN MC SOME MUSIC AT AN DURING INTERMISSION - AN SOMETIMES MIC COMMENTS WRESTLER VS WRESTLER EVENT LAST 2-3 1/2 HRS. USUALLY OVER BEFORE 11:30 PM ON WEEKEND

INSIDE KARAOKE ONCE A WEEK WHICH IS INDOOR MIC USUALLY 2-3 HRS. 730-8:00 TIL 10pm 10:30

INSIDE TRIVIA ONCE A WEEK WHICH IS INDOOR USUALLY LAST 2-3 HRS. 7:30 8:00 TIL 10-10:30

INSIDE COMEDY NITE ONCE A WEEK USUALLY LAST 1 TO 1 1/2 HR. 7:30 8:00 TIL 10pm - 10:30

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

**MEETING DATE:** June 14, 2022

**TO:** Village President Stoner and Village Trustees

**FROM:** Brandi Baker, Clerk-Treasurer

**AGENDA ITEM:** #14 Action on Cigarette and Tobacco License Applications

BACKGROUND:

Cigarette & Tobacco Product Licenses expire on June 30th each year. Establishments in the Village of Somers have submitted their Cigarette & Tobacco applications. The list of applicants is included.

PRIOR ACTION TAKEN:

The attached licenses were reviewed and discussed at our June 7, 2020 Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

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

*"Motion to approve Cigarette & Tobacco Applications as listed in the Cigarette & Tobacco Applications for 2022-2023"*

ATTACHMENTS:

List of Cigarette & Tobacco Applicants for 2022-2023

# VILLAGE OF SOMERS, KENOSHA COUNTY, WI
# 2022-2023
# Cigarette & Tobacco Products Licenses

**TRADE NAME/LOCATION**

**Kenosha Country Club**
500 13th Avenue, Box 249
Kenosha, WI 53140

**Wal-Mart Supercenter #1167**
3500 Brumback Blvd
Kenosha WI 53144

**7-Eleven #35842A**
1150 Green Bay Road
Kenosha WI 53144

**Northside Superette**
1810 Sheridan Road
Kenosha, WI 53140

**Somers House**
1548 Sheridan Road
Kenosha WI 53140

**Kenosha Travel Plaza**
11800 Burlington Road
Kenosha, WI 53144

**Maplecrest Country Club**
9401 18th Street
Kenosha, WI 53144

**Skogens-Festival Foods**
6000 31st Street
Kenosha, WI 53144

**Kwik Trip #107**
5800 31st Street
Kenosha, WI 53144

**Kwik Trip #597**
11350 28th St
Kenosha, WI 53144

**Somers Amoco**
1170-22nd Avenue
Kenosha, WI 53140

**Petrifying Springs Biergarten**
5555 7th Street Pavilion #1
Kenosha WI 53144

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

**MEETING DATE:** June 14, 2022

**TO:** Village President Stoner and Village Trustees

**FROM:** Brandi Baker, Clerk-Treasurer

**AGENDA ITEM:** #15 Action on Amusement Device License Applications

BACKGROUND:

Amusement Device Licenses expire on June 30th each year. Establishments in the Village of Somers have submitted their Amusement Device License applications. The list of applicants is included.

Building Inspections & Fire Inspections of all locations have been successfully completed, and there are no outstanding issues reported.

PRIOR ACTION TAKEN:

The attached licenses were reviewed and discussed at our June 7, 2022 Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

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

*"Motion to approve Amusement Device Applications as listed in the Amusement Device Applications for 2022-2023"*

ATTACHMENTS:

Amusement Device Applications for 2022-2023

# VILLAGE OF SOMERS
# 2022-2023
# Amusement Device Licenses

TRADE NAME/LOCATION

**J & M's Bar and Grill**
8013 12th Street
Kenosha, WI 53140

**Somers House**
1548 Sheridan Road
Kenosha, WI 53140

**Kenosha Travel Plaza**
11800 Burlington Road
Kenosha, WI 53144

**Maplecrest Country Club**
9401 18th Street
Kenosha, WI 53144

**Somers Amoco**
1170 22nd Ave
Kenosha, WI 53140

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

**MEETING DATE:** June 14, 2022

**TO:** Village President Stoner and Village Trustees

**PREPARED BY:** Brandi Baker, Clerk/Treasurer

**AGENDA ITEM:** #17 Discussion and Action on the application for a Probationary Cabaret Licenses for Jerry Smith Farms

BACKGROUND:

Jerry Smith Farm applied for a cabaret license to hold outdoor music and movies. During this process it was discovered that in their conditional use permit did not permit this activity. Jerry Smith farm was advised that if they wished to hold these activities, they would need to seek an amendment to their conditional use permit.

PRIOR ACTION TAKEN:

Jerry Smith Farm submitted their application to amend their conditional use permit. The public hearing will be held on June 13th.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Jerry Smith Farm would have to go through the probationary period for a cabaret license. This item has been placed on our June 14th Agenda pending the outcome of the June 13th Plan Commission. If Plan Commission recommendation is to amend the conditional use permit, the board can grant the probationary cabaret license if they so choose. The amended conditional use permit will incorporate any conditions the board wishes to place on their cabaret license.

ATTACHMENTS:

Application

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Somers, WI 53171
Ph.: (262) 859-2822
Fax: (262) 859-2331
www.somers.org

# Village of Somers Application for 6-Month Probationary Cabaret License

**APPLICANT INFORMATION-MUST BE HOLDER OF CLASS B LICENSE** (please print)

Name of APPLICANT: Amy K Smith

Address of APPLICANT: 7150 18TH ST.
Kenosha, WI 53144

Telephone number of APPLICANT: 262-620-0081 Email: aksmith7150@gmail.com

**LICENSED ESTABLISHMENT INFORMATION** (please print)

Name of LICENSED ESTABLISHMENT: JERRY Smith Farm

Address of ESTABLISHMENT: 7150 18TH ST.
Kenosha, WI 53144

Telephone number of ESTABLISHMENT: 262-620-0081 Email: AKSmith7150@gmail.com

| **License Fee** | **TOTAL** | **$250.00** |
|---|---|---|

**List Specific Entertainment:** live music in beer garden area. ~~Will~~ a movie night once a month - dates TBD.

I, Amy K Smith, state that the above information is true and correct to the best of my knowledge, and that if granted a probationary cabaret license, I will abide by all conditions and provisions of Chapter 12.15 of the Code of Ordinance of the Village of Somers under which said license is issued.

Signature: Amy K Smith

Date signed: 4-21-22

Return application and fee to:

Village of Somers
Village Clerk
P.O. Box 197
Somers, WI 53171

**DO NOT WRITE BELOW THIS LINE FOR OFFICE USE ONLY**

Date Received: _____ License No. _____ Period _____

**SECURITY PLAN**

- Security plan will only be used for Co-Sponsored events that extend to outside the beer garden area. Depending on the size of the event 2-10 personal will be employed for the sole purpose of the crowd control or to intervene with anyone that appears to be disorderly.
- Parking lots are in front of the Country Store and to the East of our property
- Unruly patron will be given an initial warning and then will be asked to leave if they do not comply
- Patrons who are intoxicated are asked to leave. We will first determine if they have driven there, if so, an Uber is called
- Patrons presenting false ID will be recorded and confiscated
- Sheriff's Dept. will be notified if a situation escalated. Management will try to deescalate situation and remove said parties from the premise at different times so the problem does not continue outside premise
- Staff members (4-6 employees) will be on site
- Area is secured by fenced in enclosure
- Area has 2 exits

**Operational Plan**

- Beer Garden will open M-TH 5-9pm Fri-Sun 12-9pm
- Outside occupancy - 150
- Adequate parking in front of store & in our east parking lot

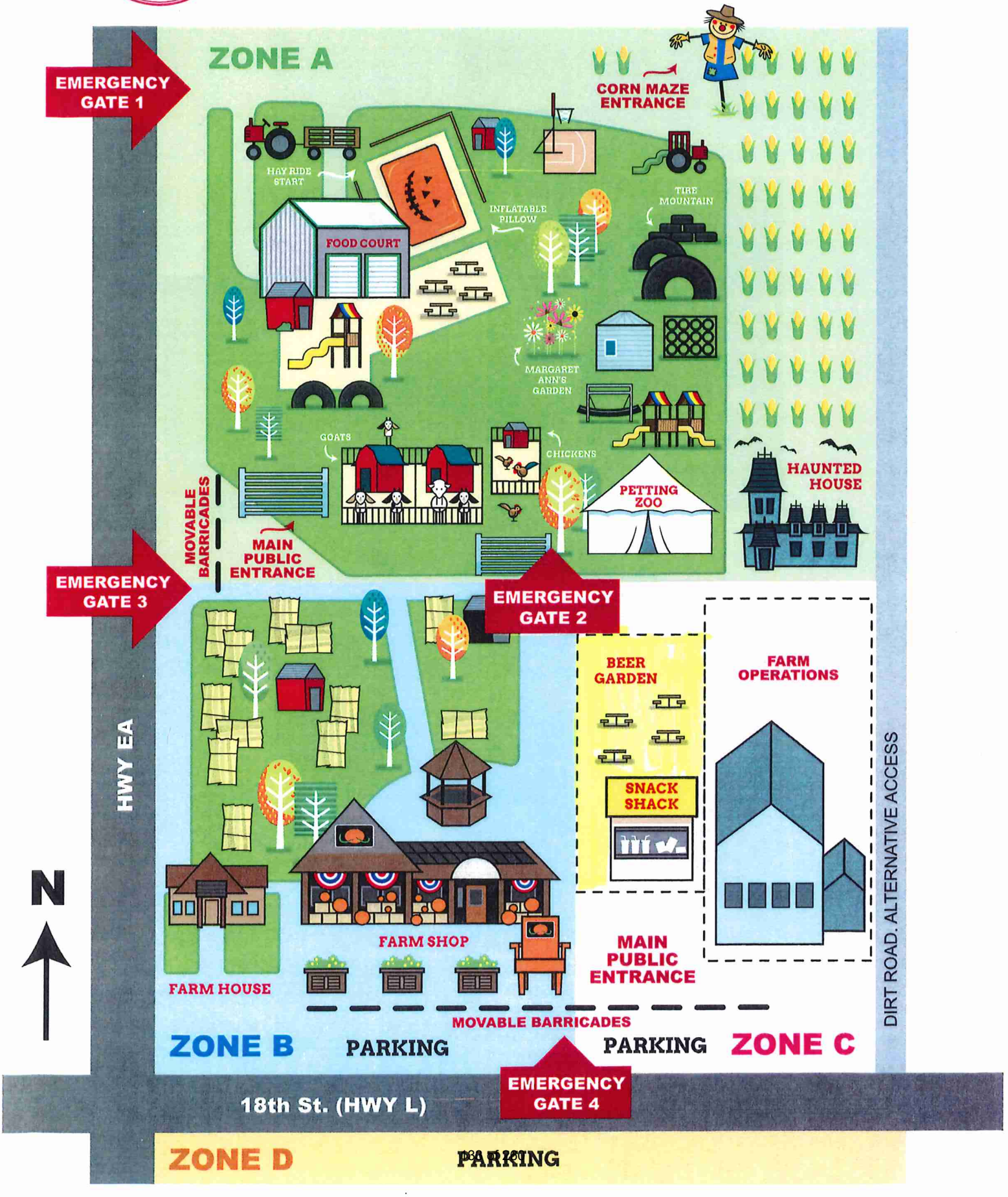
**Music**

- TBD

**Management**

- Amy Smith 262-620-0081
- Linda Timmons 262-705-8586

# JERRY SMITH PUMPKIN FARM
# EMERGENCY RESPONDER MAP



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

**MEETING DATE:** June 14, 2022

**TO:** Village President Stoner and Village Trustees

**PREPARED BY:** Brandi Baker, Clerk-Treasurer

**AGENDA ITEM:** #18 Action on application for Class "B" (Picnic) Beer License from The Friends of Hawthorn Hollow for their Pike River Benefit Concert Series on June 17, July 22, and August 19, 2022 ,and for their Walk in the Woods Art Fair on September 10, 2022. Located at 880 Green Bay Road, Kenosha, Wisconsin 53144, and requests to waive fees

BACKGROUND:

Hawthorn Hollow is a 90-acre Nature Sanctuary that hosts over 6,000 students a year with over 30 educational programs. The Friends of Hawthorn Hollow host event is to raise monies to maintain operations of the preserve.

a) They have approached the Village to request a Class "B" (Picnic) Beer License for the Pike River Benefit Concert Series on June 17, July 22, and August 19, 2022.

b) They have approached the Village to request a Class "B" (Picnic) Beer License for the Walk in the Woods Art Fair on September 10, 2022.

As these are charity events, they have requested waiver of fees associated with the applications.

PRIOR ACTION TAKEN:

This matter was reviewed and discussed at our Work Session on June 7th.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

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

"*Motion to approve application for Class "B" (Picnic) Beer License from The Friends of Hawthorn Hollow for their Pike River Benefit Concert Series on June 17, July 22, and August 19, 2022.And for their Walk in the Woods Art Fair on September 10, 2022. Located at 880 Green Bay Road, Kenosha, Wisconsin 53144, and requests to waive fees*

ATTACHMENTS:

Temporary Class "B Applications and Event Request Letters

HAWTHORN HOLLOW
NATURE SANCTUARY AND ARBORETUM

Brandi Baker
Clerk / Treasurer
Village / Town of Somers
7511 12th Street, P.O. Box 197
Somers, WI 53171

May 25, 2022

Dear Ms. Baker,

Hawthorn Hollow Nature Sanctuary and Arboretum will be hosting the Pike River Benefit Concert Series on June 17, July 22, and August 19.

The sale of local craft beer, soda, water, and food help with the proceeds of these events, and add to the flavor of the day. If granted the temporary license, could you please consider waiving the accompanying fee for these unique fundraising events?

Hawthorn Hollow is owned and operated by the H. Chris Hyslop Foundation, a private 501c(3) non-profit organization. The now 90 acre Nature Sanctuary is comprised of 3 miles of trails meandering through the woods of the Pike River Valley, virgin and restored prairies, perennial gardens, a Nature Center, 3 Historic Buildings, the Heritage Farmstead, an Observatory, and a 12 acre Arboretum. Hawthorn Hollow hosts over 6,000 students a year with over 30 educational programs. All proceeds from these events provide funds to continue the maintenance operations of this treasured natural resource

We are looking forward to another successful year and hope that you will join us.

Sincerely,

Jeremy Haag
Special Event & Administrative Associate

Hawthorn Hollow Nature Sanctuary and Arboretum

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

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

FEE $ _____ Application Date: 05/04/2022

☐ Town ☐ Village ☐ City of Somers County of Kenosha

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

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

☑ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 06/17/2022 and ending 06/17/2022 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

**1. Organization** *(check appropriate box)* →

☑ Bona fide Club ☐ Church ☐ Lodge/Society

☐ Veteran's Organization ☐ Fair Association or Agricultural Society

☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Hyslop Foundation DBA Hawthorn Hollow Nature Sanctuary & Arboretum

(b) Address 880 Green Bay Rd, Kenosha, WI 53144 *(Street)* ☐ Town ☐ Village ☑ City

(c) Date organized _____

(d) If corporation, give date of incorporation 12/26/1962

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

(f) Names and addresses of all officers:

President Carl Holborn, 111 E Wisconsin Ave., Ste 1400, Milwaukee, WI 53202

Vice President Susan Andrea, 505 73rd St, Kenosha, WI 53142

Secretary Sandra Halmo, 6030 12th St, Kenosha, WI 53144

Treasurer Charlotte Kozak-Bishop, 9043 184th St, Bristol, WI 53104

(g) Name and address of manager or person in charge of affair: TJ Leveque, 1904 30th St, Kenosha, WI 53140

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

(a) Street number 880 Green Bay Rd

(b) Lot _____ Block _____

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

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

**3. Name of Event**

(a) List name of the event Pike River Benefit Concert Series

(b) Dates of event 06/17/2022

## DECLARATION

*An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than $1,000.*

Officer _____ *(Signature / Date)* _____ *(Name of Organization)*

Date Filed with Clerk _____ Date Reported to Council or Board _____

Date Granted by Council _____ License No. _____

AT-315 (R. 9-19) Wisconsin Department of Revenue

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

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

FEE $ _____ Application Date: 05/23/2022

☐ Town ☐ Village ☐ City of Somers County of Kenosha

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

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

☑ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 07/22/2022 and ending 07/22/2022 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

**1. Organization** *(check appropriate box)* → ☑ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Veteran's Organization ☐ Fair Association or Agricultural Society ☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Hyslop Foundation DBA Hawthorn Hollow Nature Sanctuary & Arboretum

(b) Address 880 Green Bay Rd, Kenosha, WI 53144 *(Street)* ☐ Town ☐ Village ☑ City

(c) Date organized _____

(d) If corporation, give date of incorporation 12/26/1962

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

(f) Names and addresses of all officers:
President Carl Holborn, 111 E Wisconsin Ave., Ste 1400, Milwaukee, WI 53202
Vice President Susan Andrea, 505 73rd St, Kenosha, WI 53142
Secretary Sandra Halmo, 6030 12th St, Kenosha, WI 53144
Treasurer Charlotte Kozak-Bishop, 9043 184th St, Bristol, WI 53104

(g) Name and address of manager or person in charge of affair: TJ Leveque, 1904 30th St, Kenosha, WI 53140

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

(a) Street number 880 Green Bay Rd

(b) Lot _____ Block _____

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

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

**3. Name of Event**

(a) List name of the event Pike River Benefit Concert Series

(b) Dates of event 07/22/2022

## DECLARATION

*An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than $1,000.*

Officer Sandra M Halmo 5/20/22 *(Signature / Date)*

Hyslop Foundation D.B.A Hawthorn Hollow *(Name of Organization)*

Date Filed with Clerk _____ Date Reported to Council or Board _____

Date Granted by Council _____ License No. _____

AT-315 (R. 9-19) Wisconsin Department of Revenue

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

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

FEE $ _____ Application Date: 04/21/2022

☐ Town ☑ Village ☐ City of Somers County of Kenosha

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

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

☑ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 08/19/2022 and ending 08/19/2022 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

**1. Organization** *(check appropriate box)* → ☑ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Veteran's Organization ☐ Fair Association or Agricultural Society ☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Friends of Hawthorn Hollow

(b) Address 880 Green Bay Rd, Kenosha, WI 53144 *(Street)* ☐ Town ☐ Village ☑ City

(c) Date organized 09/01/1991

(d) If corporation, give date of incorporation _____

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

(f) Names and addresses of all officers:
President Aaron Mehnke, 128 W Newhall Ave, Waukesha, WI 53186
Vice President Shirley Mandernack, 4733 4th St, Kenosha, WI 53144
Secretary Sandra Halmo, 6030 12th St, Kenosha, WI 53144
Treasurer Brandi Ferree, 3908 19th Ave, Kenosha, WI 53140

(g) Name and address of manager or person in charge of affair: TJ Leveque, 1904 30th St, Kenosha, WI 53140

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(a) Street number 880 Green Bay Rd

(b) Lot _____ Block _____

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

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

**3. Name of Event**

(a) List name of the event Pike River Benefit Concert Series

(b) Dates of event 08/19/2022

## DECLARATION

*An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than $1,000.*

Officer Sandra Halmo _____
*(Signature / Date)* *(Name of Organization)*

Date Filed with Clerk _____ Date Reported to Council or Board _____

Date Granted by Council _____ License No. _____

AT-315 (R. 9-19) Wisconsin Department of Revenue

HAWTHORN HOLLOW
NATURE SANCTUARY AND ARBORETUM

Brandi Baker
Clerk / Treasurer
Village / Town of Somers
7511 12th Street, P.O. Box 197
Somers, WI 53171

May 25, 2022

Dear Ms. Baker,

Hawthorn Hollow Nature Sanctuary and Arboretum will be hosting the Walk in the Woods Art Fair on Saturday, September 10, 2022.

The sale of local craft beer, soda, water, and food help with the proceeds of these events, and add to the flavor of the day. If granted the temporary license, could you please consider waiving the accompanying fee for these unique fundraising events?

Hawthorn Hollow is owned and operated by the H. Chris Hyslop Foundation, a private 501c(3) non-profit organization. The now 90 acre Nature Sanctuary is comprised of 3 miles of trails meandering through the woods of the Pike River Valley, virgin and restored prairies, perennial gardens, a Nature Center, 3 Historic Buildings, the Heritage Farmstead, an Observatory, and a 12 acre Arboretum. Hawthorn Hollow hosts over 6,000 students a year with over 30 educational programs. All proceeds from these events provide funds to continue the maintenance operations of this treasured natural resource

We are looking forward to another successful year and hope that you will join us.

Sincerely,

Jeremy Haag
Special Event & Administrative Associate

Hawthorn Hollow Nature Sanctuary and Arboretum

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

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

FEE $ _____ Application Date: 04/21/2022

☐ Town ☑ Village ☐ City of Somers County of Kenosha

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

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

☑ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 09/10/2022 and ending 09/10/2022 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

**1. Organization** *(check appropriate box)* → ☑ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Veteran's Organization ☐ Fair Association or Agricultural Society ☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Friends of Hawthorn Hollow

(b) Address 880 Green Bay Rd, Kenosha, WI 53144 *(Street)* ☐ Town ☐ Village ☑ City

(c) Date organized 09/01/1991

(d) If corporation, give date of incorporation _____

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

(f) Names and addresses of all officers:
President Aaron Mehnke, 128 W Newhall Ave, Waukesha, WI 53186
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(a) Street number 880 Green Bay Rd

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

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

**3. Name of Event**

(a) List name of the event Walk in the Woods Art Fair

(b) Dates of event 09/10/2022

## DECLARATION

*An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than $1,000.*

Officer _____ *(Signature / Date)* _____ *(Name of Organization)*

Date Filed with Clerk _____ Date Reported to Council or Board _____

Date Granted by Council _____ License No. _____

AT-315 (R. 9-19) Wisconsin Department of Revenue

Established 1843
Somers
VILLAGE & TOWN
www.somers.org
P.O. Box 197, Somers, WI 53171 • PH: (262) 859-2822 • FAX: (262) 859-2331

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

**MEETING DATE:** June 14, 2022

**TO:** Village President Stoner and Village Trustees

**PREPARED BY:** Jason J. Peters, Administrator

**AGENDA ITEM:** #19 Discussion and Possible action on proposed Development Agreement between the Village of Somers and Flint 94 Commerce Center, LLC for project located on Tax Parcel #s 82-4-221-131-0203, 82-4-221-131-0301, 82-4-221-131-0210, (For informational purposes only, this property is located at 12th Street, 1420 120th Ave., and W Frontage Rd.)

BACKGROUND:

The Village began working with Flint Development in June of 2021 regarding their desire to bring a "Class A" warehousing/industrial project to approximately 130 acres (Parcels 82-4-221-131-0203, 82-4-221-131-0301, 82-4-221-131-0210) located west of the I on CTH E. These parcels are located in the Paris/Somers Growth Area. The project would bring three buildings totaling 1.9 million sq. ft. of warehousing/manufacturing space. These are being built as "spec" buildings. The project required the following:

- Approval by Paris/Somers IGA Commission (November 17, 2021)
- Comprehensive Plan Amendment from Commercial to Business/Industrial Park
- Rezoning from A-1 Agricultural Preservation Dist. To BP-1 Business Park Dist.;
- CSM; and
- Site Plan and Exterior Fenestration approval.

PRIOR ACTION TAKEN:

In August of 2021, the Flint group presented their project to the Paris/Somers IGA Commission as a concept. The IGA Commission met on November 17, 2021 to formally

hear their request for comp plan amendment, rezone, and site plan approval. The IGA Commission (6-0) voted in favor of all three requests.

The Plan Commission was scheduled to hear the comp plan amendment request, rezone request, and a site plan review request on December 13th. The Plan Commission held the requisite public hearings on the comp plan amendment and rezone requests. The Plan Commission's recommendation (4-0) was to approve the Applicant's request for a comp plan change from Commercial to Business Industrial Park and a rezoning from A-1 to BP-1. The Board reviewed the comp plan and rezoning request at our January 4th Work Session.

In December 2021, the Plan Commission chose to table the site plan and exterior fenestration due to concerns President Stoner had over how utilities would be brought to the site and access points on the frontage road.

On January 24th, a Special Plan Commission meeting was held to review the CSM and the Site Plan and Exterior Fenestration. Based on the concerns raised at the December 13th Plan Commission meeting the developer had shrunk the size of the parking area abutting the frontage and provide a path for the sewer to reach the property.

The Plan Commission's recommendation (6-0) was to approve the Applicant's request for CSM and approval of the site plan and exterior fenestration.

The Board reviewed this matter at our February 1st Work Session. Based on the fact that the Developer had indicated that they may not build all three buildings at the same time, it was recommended that a PUD overlay be added to the zoning request. This would allow the Village to claw back the zoning request in the event that the Developer does not perform within a set time period. This is similar to what the Village required for the recently approved Becknell project. A PUD was also necessary for the following:

- Developer to deviate from the ZN 3.04(1) that requires all lots shall abut upon a public street, easement of record or other officially approved means of access. Lot 1 under the current CSM would not meet this requirement. Developer requests that Lot 1 of proposed Certified Survey Map (CSM) be permitted to be created without abutting upon a public street; Lot 1 to be accessed via private drives, an easement of record, and/or other officially approved means of access.

- Developer to deviate from ZN 3.06(3)(j) that requires that parking spaces and driveways shall be a minimum of 10 feet from all rear and side lot lines. Developer requests a reduced parking space setback of 2.0 feet from the east side lot line of proposed Lot 2 / west side lot line of proposed Lot 4 of the proposed Certified Survey Map (CSM), and a reduced driveway setback of 0.0 feet from the south side lot line of Lot 3, and from the north side lot lines of Lots 1 and 2, of the CSM to allow a shared driveway or roadway with one or more lot lines located therein.

- Developer to deviate from ZN 3.06(3)(g) that requires adequate access to a public or private roadway shall be provided for each parking space. Driveways for all single-family and two-family residential uses shall be a minimum of 10 feet in width and not exceed 24 feet at the property line. For all other properties,

vehicular ingress and egress shall not exceed 35 feet in width at the property line. Developer requests a maximum driveway width of 45 feet at the property line for vehicular ingress and egress.

The Board conditionally approved the developer's request for comp plan amendment, rezoning, CSM, site plan and exterior fenestration at our February 8th Board Meeting.

Since February 8th, Staff and Flint have worked diligently to put together the attached Development Agreement. The major deal points of note are as follows:

- Flint will have approved, upon execution of the Development Agreement, an Amendment to the Comprehensive Land Use Plan, approval of the Certified Survey Map, rezoning the property from A-1 to BP-1 with a PUD overlay, the Site Plan and the exterior fenestration. The Developer is going to construct all of the onsite sanitary sewer and municipal water and the offsite sanitary sewer and municipal water east of and including underneath I-94 at their cost. These projects will be publicly bid, and, upon the receipt of bids, Flint has the opportunity to reject the bids (since they are paying for them) and we can rebid, revise the project, etc. The actual offsite municipal water and municipal sewer will be constructed by the Village and publicly bid once approval is obtained from Flint.

- All internal roadways, storm sewers, stormwater management and connection to public roads (CTH "E" and the I-94 frontage road) will be constructed by Flint. We are representing that we will have the offsite municipal utilities completed by January 31, 2023, assuming that the bids for the projects are awarded and construction begins. If there are delays because we have to rebid, etc., this timeline is going to have to get moved back.

- All exterior lighting, landscaping, building design, etc., is as is contained on the exhibits.

- The Developer cannot obtain permits for earthmoving activities until such time as the Development Agreement is signed. I know that they are anxious to proceed but this is our last bid of leverage. The Developer will make voluntary donations in lieu of impact fees at the time building permits are issued in the following amounts:

  Building 3 – $260,219.38
  Building 1 – $375,593.93
  Building 2 – $359,263.54

  This is the anticipated order in which the buildings will be constructed. They must pull permits and begin building each of these buildings within 18, 36 and 60 months respectively or the land use approvals can be revoked for the project.

Finally of note, in the originally site plan, the developer had designated area for trailer parking on the southeast parcel near the frontage road. This area has been removed.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Planning and Engineering have reviewed the exhibits. The offsite DOT improvement plans will also need to be approved by Engineer Snyder. Administration's recommendation is to approve the Development Agreement but conditioning the building permits on this requirement. This will allow the Developer to close on their property and begin mass grading.

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

*"Motion to approve proposed Development Agreement between the Village of Somers and Flint 94 Commerce Center, LLC for project located on Tax Parcel #s 82-4-221-131-0203, 82-4-221-131-0301, 82-4-221-131-0210, subject to the following condition:*

1. *No building permits will be issued until off site Wisconsin Department of Transportation improvement plans have been reviewed and approved by Village Engineering".*

ATTACHMENTS:

Proposed Developer's Agreement

Exhibits

# MASTER DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF SOMERS AND FLINT 94 COMMERCE CENTER, LLC, FOR A PROPOSED PLANNED UNIT DEVELOPMENT BEING A PART OF SECTION 13, TOWN 2 NORTH, RANGE 21 EAST

WITNESS THIS MASTER DEVELOPMENT AGREEMENT ("Agreement") made and entered into this _____ day of _____, 2022 (the "Effective Date"), by and between the VILLAGE OF SOMERS, Kenosha County, Wisconsin, the VILLAGE OF SOMERS UTILITY DISTRICT ("District") and the VILLAGE OF SOMERS WATER UTILITY ("Utility") (the Village of Somers, the Utility and the District are hereinafter collectively referred to as the "Village") and FLINT 94 COMMERCE CENTER, LLC, and its successors and assigns (hereinafter referred to as the "Developer").

WHEREAS, the Developer has proposed to rezone and develop a Planned Unit Development consisting of Class A industrial buildings and associated improvements (the "Development") on the real property depicted as Lots 1-4 on the Certified Survey Map (Exhibit "A") (collectively the "Property") described with more particularity on Exhibit "A-1" (the "Legal Description") attached hereto; and

WHEREAS, on February 8, 2022, upon recommendation by the Village Plan Commission, the Village Board approved (i) an amendment to the land use plan map for the Village changing the Property's land use category from "Commercial" to "Business/Industrial Park", (ii) the Certified Survey Map, including subsequent modifications approved by the Village and shown on Exhibit "A" (the "Certified Survey Map" or "CSM"), (iii) rezoning of the Property from A-1 (Agricultural) to BP-1 (Business Park), including the Planned Unit Development attached as Exhibit "J" (the "Planned Unit Development" or "PUD"), (iv) the site plan, including subsequent modifications approved by the Village and shown on Exhibit "B" (the "Site Plan") and exterior fenestration attached as Exhibit "I" for the Development (collectively, the "Development Approvals"), all subject to the execution of this Agreement by the Village and Developer; and

WHEREAS, consistent with the Development Approvals, this Agreement details stormwater management, public and private road access, public utility services and other rights and obligations of the parties with respect to the Development. To that end, the Developer warrants and represents that the Development shall be subject to the requirements of this Agreement and such addition of detail as is necessary shall be submitted for the review and approval of the Village to fulfill the requirements of this Agreement, as well as State Statute, Administrative Code provision, and Village of Somers ordinance provisions (as modified by the Development Approvals).

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and Developer hereby agree as follows:

## I. INFRASTRUCTURE IMPROVEMENTS

A. SANITARY SEWER

1. Onsite Private and Public Sanitary Sewer-Developer Constructed.

(a) The Developer shall be responsible to pay the full cost for the design and construction of the private and public onsite gravity flow sanitary sewer system as shown on Exhibit "EE" , in accordance with Chapters 13 and 18 of the Village Ordinances, as required for connection of the Development to the public offsite sanitary sewer improvements described in Section 2(a) below and ultimately the interceptor sanitary sewer collection system of the Village of Somers Utility District, all of which plans have been submitted for review and must be approved by the Village, the Kenosha Water Utility (with respect to public improvements) and the State of Wisconsin Department of Safety and Professional Services (with respect to private improvements). The Developer shall submit both electronic and paper form copies to the Village of the required plans and specifications. Village shall cooperate with Developer in obtaining all necessary permits required from the State of Wisconsin and the Kenosha Water Utility for such onsite sanitary sewer approvals. The Village agrees to complete its review and approval of such plans and specifications within thirty (30) days after submittal by the Developer.

(b) The Developer shall provide all construction staking and the Village shall make all appropriate inspections of the onsite public sanitary sewer improvements. The Developer shall prepare all record drawings and systems updates and GPS Survey of constructed facilities, suitable for submittal to Kenosha County. The Developer shall provide the Village both paper and electronic copies of all plans and specifications. All related costs for these items shall be paid by the Developer.

(c) Village shall allow Developer to extend and connect its onsite sanitary sewerage system to the public sanitary sewerage system of Village at the cost and expense of Developer.

(d) Village shall allow Developer to locate public sanitary sewer lines to serve the Development located in the Development as generally depicted on the attached Exhibit "EE" or other locations agreed to by the Developer and the Village.

(e) All buildings constructed in the Development shall be required to have individual sanitary sewer sampling and metering manholes which shall be

approved by the Village, such approval not to be unreasonably withheld conditioned or delayed.

(f) Any inspection, engineering, legal and/or administrative expenses actually and reasonably incurred by the Village in connection with the private and public onsite sanitary sewer improvements constructed by Developer will be paid or reimbursed by Developer in accordance with Section III. B. of this Agreement, subject to the terms and conditions thereof.

(g) Village shall accept all public onsite sanitary sewerage system improvements constructed in the public right-of-way or in any public easement lying within the Property upon (i) completion in accordance with approved plans and specifications, (ii) construction and delivery without defect, damage or non-conformance, (iii) delivery to Utility of certified copies of all tests of public onsite sanitary sewerage system, (iv) receipt of lien waivers from all contractors, (v) review and certification by Village Consulting Engineer of the above, (vi) receipt of recorded easement documents as applicable, and (vii) receipt of an itemized breakdown of cost from the Developer for the public onsite sanitary sewer system. Said acceptance shall be subject to approval by the Board of Sewer Commissioners. Upon acceptance by Village, Village shall be responsible for the operation and maintenance of the publicly owned portion of said onsite sanitary sewerage system.

(h) The Developer agrees to grant a public sewer easement to the Village for future extension, at no cost to Developer or the Property, of the public onsite sanitary sewer main shown on Exhibit "EE" to the western Property line of the Property, which easement will take the form of a separate recordable document.

2. Offsite Public Sanitary Sewer-Village Constructed.

(a) The Developer shall be responsible to design and pay the full cost of the public offsite gravity flow sanitary sewer system as shown on Exhibit "EE" attached hereto, in accordance with Chapters 13 and 18 of the Village Ordinances, as required for connection of the onsite sewer system described above to the interceptor sanitary sewer collection system of the Village of Somers Utility District, all of which plans have been submitted for review and must be approved by the Village and the State of Wisconsin Department of Natural Resources. Village shall obtain all necessary permits required from the Kenosha Water Utility and the State of Wisconsin for such offsite sanitary sewer approvals. The Village agrees to complete its review and approval of such plans and specifications within thirty (30) days after submittal by the Developer.

(b) All offsite sanitary sewer shall be constructed by the Village and shall be publicly bid in accordance with §66.0901, et. seq. Wis. Stats. Any bidder on public sanitary sewer improvement infrastructure shall be pre-qualified for such work in accordance with Chapter 22 of the Village Code of Ordinances. Upon the determination of a responsible bidder, the Village shall inform the Developer of the amount of such bid in written format and the contractor to whom the contract shall be awarded. The Developer shall deposit with the Village the Letter of Credit in accordance with Section I.F. of this Agreement.

(c) The Village shall provide the construction staking, bidding and construction contract administration services for the offsite public sanitary sewer.

(d) The Village shall provide field observation and review of the public offsite sanitary sewer improvements. The Village shall prepare all record drawings and systems updates and GPS Survey of constructed facilities, suitable for submittal to Kenosha County at Developer's cost.

(e) Village shall accept all public offsite sanitary sewerage system improvements constructed in the public right-of-way or in any public easement upon (i) completion in accordance with approved plans and specifications, (ii) construction and delivery without defect, damage or non-conformance, (iii) delivery to Utility of certified copies of all tests of sanitary sewerage system, (iv) receipt of lien waivers from all contractors, (v) review and certification by Village Consulting Engineer of the above, and (vi) receipt of recorded easement documents as applicable. Said acceptance shall be subject to approval by the Board of Sewer Commissioners. Upon acceptance by Village, Village shall be responsible for the operation and maintenance of the publicly owned portion of said offsite sanitary sewerage system.

(f) If any funds and/or "letter of credit" (including, without limitation, the Letter of Credit described in Section I.F. of this Agreement) deposited by the Developer for design, construction, inspection, engineering, legal and/or administrative expenses, are not required, they shall be returned to the Developer within a reasonable amount of time. However, in the event additional or unforeseen costs or expenses are incurred which are in excess of the funds deposited by the Developer with the Village, then the Developer shall within thirty (30) days of demand by the Village reimburse to the Village all such costs and expenses so incurred, subject to the terms and conditions of this Agreement.

(g) Developer shall assist Village in acquiring necessary rights and authorizations to access public easements and rights-of-way required for

the construction of the offsite sanitary sewer improvements to be constructed by Developer.

B. ONSITE WATER MAINS–DEVELOPER CONSTRUCTED.

1. The Developer shall be responsible to design, construct and pay the full cost of onsite private and public water distribution system as shown on Exhibit "D", as required for connection of the Development to the offsite water distribution system of the Somers Water Utility (as proposed to be extended pursuant to Section I.C. below) as shown on Exhibit "D".

2. The Developer shall be responsible for complete preparation of plans and specifications, permitting and construction of onsite water mains (public and private) and laterals to serve each building and/or lot within the development. Following the submission of both paper and electronic format documentation to the Village, the Developer's Engineer shall prepare specifications and upon approval by the Village Consulting Engineer shall construct the water main improvements. Village shall cooperate with Developer in obtaining all necessary permits required for such onsite water distribution system. The Village agrees to complete its review and approval of such plans and specifications within thirty (30) days after submittal by the Developer.

3. Any inspection, engineering, legal and/or administrative expenses actually and reasonably incurred by the Village in connection with the onsite water mains and distribution system constructed by Developer will be paid or reimbursed by Developer in accordance with Section III.B. of this Agreement, subject to the terms and conditions thereof.

4. The Developer shall provide all construction staking and the Village shall make appropriate inspections of all onsite water main improvements. The Developer shall prepare all record drawings and system map updates for the mains and GPS Survey of constructed facilities, suitable for submittal to Kenosha County at Developer's cost.

5. Upon completion of onsite water main improvements, the Village shall allow Developer to connect to the offsite municipal water system of Village, as proposed to be extended pursuant to Section I.C. below, all at the cost and expense of Developer. Village shall cooperate with Developer and shall assist in obtaining all necessary permits required from the State of Wisconsin and the Kenosha Water Utility for such municipal water systems, extensions and connections. All onsite private water improvements, once constructed, shall be owned and maintained by Developer (successors or assigns) or as otherwise provided in the Maintenance Agreement (as defined herein).

6. Village shall accept all public municipal water mains located in the public right-of-way or in any public water main easement within the Property upon (i) completion in accordance with approved plans and specifications, (ii) construction and delivery without defect, damage or non-conformance, (iii) delivery to Utility of certified copies of all tests of municipal water main and a certified reproducible mylar "as built" drawing thereof which is prepared by the Village's Engineer, (iv) receipt of lien waivers from all contractors, (v) certification by Village Consulting Engineer, and (vi) receipt of an itemized breakdown of cost from the Developer for

all onsite public water mains. Said acceptance shall be subject to approval by the Somers Water Utility. The Village Consulting Engineer shall inspect said onsite municipal water main improvements without unreasonable delay upon completion of construction and issue written notice to correct any defect, damage or non-conformity which may be discovered. Any element of the public onsite municipal water main improvements found to contain any defect, damage or non-conformity shall be reinspected by the Village Consulting Engineer and shall not be accepted until corrective action is taken. Upon acceptance by Village, Village shall be responsible for the operation and maintenance of said public water main improvements.

C. OFFSITE MUNICIPAL WATER–VILLAGE CONSTRUCTED.

1. The Developer shall be responsible for all expenses of offsite municipal water main substantially in accordance with Exhibit "D" attached hereto which shall be reviewed and constructed by Village. The obligation of the Village to construct the improvements referred to in this section is conditioned upon issuance of a building permit to Developer for the initial building to be located in the development. After the Developer has received a preliminary grading permit and has commenced grading on the Property, the Village shall commence construction of the offsite municipal water main improvements referred to herein.

2. The Developer shall design and pay for the construction for the public offsite water main. The Village shall construct, provide bidding and construction contract administration for the offsite public water main. The Village shall request all necessary approvals from state agencies, the Kenosha Water Utility and the Water Utility District. Following the submission of documentation to the Village Board of the required approvals of said plans and specifications, the Village Board shall authorize advertisement for construction bids and shall receive such bids for the offsite public water mains, all in accordance with §66.0901, et. seq., Wis. Stats.

3. All offsite municipal water mains shall be constructed by the Village and shall be publicly bid in accordance with §66.0901, et. seq. Wis. Stats. Any bidder on public municipal water mains improvement infrastructure shall be pre-qualified for such work in accordance with Chapter 22 of the Village Code of Ordinances. Upon the determination of a responsible bidder, the Village shall inform the Developer of the amount of such bid in written format and the contractor to whom the contract shall be awarded and the Developer shall deposit with the Village the Letter of Credit in accordance with Section I.F. of this Agreement.

4. The Village shall provide all construction staking and the Village shall make appropriate inspections of all onsite water main improvements. The Village shall prepare all record drawings and system map updates for the mains and GPS Survey of constructed facilities, suitable for submittal to Kenosha County at Developer's cost.

5. Upon completion of offsite water main improvements, the Village shall allow Developer to connect to the offsite municipal water system of Village, as proposed to be extended pursuant to Section I.B.1. above, all at the cost and expense of Developer. Village shall cooperate with Developer and shall assist in obtaining all necessary permits required from the

State of Wisconsin and the Kenosha Water Utility for such municipal water systems, extensions and connections.

6. Village shall accept all offsite municipal water mains located in the public right-of-way or in any public water main easement upon (i) completion in accordance with approved plans and specifications, (ii) construction and delivery without defect, damage or non-conformance, (iii) delivery to Utility of certified copies of all tests of water main and a certified reproducible mylar "as built" drawing thereof which is prepared by the Village's Engineer, (iv) receipt of lien waivers from all contractors, and (v) certification by Village Consulting Engineer. Said acceptance shall be subject to approval by the Somers Water Utility. Upon acceptance by Village, Village shall be responsible for the operation and maintenance of said water main improvements.

D. PUBLIC ROAD, INTERNAL ROADWAYS AND STORM SEWERS.

1. Required Improvements. The Developer shall be responsible to pay for all costs for all internal private roads, including road bed preparation and storm sewer construction which shall be as set forth in Exhibit "F" attached hereto and incorporated herein by reference. No construction of said roads shall be commenced until plans and specifications have been reviewed and approved by the Village Consulting Engineer. All internal road improvements, once constructed, shall be privately owned by Developer. The Village shall allow such private roads or parking lots to be used after construction has been completed and Developer has certified to the Village that the private road is in compliance with the specifications approved by the Village in accordance with the Village Code of Ordinances. The entire cost for the construction of all private roads within the Development including fees for Village services, (inspection, engineering, legal, etc.) shall be paid by the Developer in accordance with Section III.B. of this Agreement, subject to the terms and conditions thereof. The Developer's Engineer shall submit to the Village both paper and electronic copies of private road plans and specifications.

(a) Upon receipt of the construction bids or proposals, the Developer shall inform the Village of the Contractor to whom contracts shall be awarded. The Village Consulting Engineer shall perform inspections of the roadways as they are built. Any inspection, engineering, legal and/or administrative expenses actually and reasonably incurred by the Village in connection with the internal private road improvements constructed by Developer will be paid or reimbursed by Developer in accordance with Section III.B. of this Agreement, subject to the terms and conditions thereof.

(b) Developer shall provide or obtain an easement for utilities in or adjacent to private roads. Easements shall be recorded on the certified survey map(s), by deed restriction or other document as required under the circumstances and must be approved by counsel to the Village. Required easements may be modified or terminated only in the event that Village or other appropriate utilities determine that said easement(s), in full or part, are not required to provide essential service.

2. External Traffic Improvements Along Interstate 94 Frontage Road and CTH "E". Developer's obligation to construct the roads referred to herein includes a connection to the frontage road for Interstate 94 (I-94) and CTH "E" adjacent to the Property as shown on Exhibit "F". Developer understands that the Wisconsin Department of Transportation and/or Kenosha County may require that a certain portion of the road right-of-way for the construction of the connection to the I-94 frontage road and/or CTH "E" connection must be dedicated to the Village prior to the commencement of construction and that it may be required that the construction permit be issued to the Village for such intersection, rather than to the Developer. To this end, the Developer and the Village agree to take such steps as are reasonably necessary to facilitate the dedication of the lands necessary to construct the connection, to cooperate in the issuance of permitting from the WDOT and/or Kenosha County to the party required to be the permittee by the WDOT and/or Kenosha County and to take such other steps as are necessary so as to effectuate the intentions of this Agreement regarding public road construction and enable the Developer to design and construct such public road connections. Nothing in this paragraph absolves the responsibility of the Developer to construct the public roadway, the connection to the I-94 frontage road and connection to CTH "E", as a condition to certificate of occupancy for the first building constructed as a part of the Development, and the Village will cooperate in assisting the Developer in obtaining permits and other authorizations for such purpose. Any inspection, engineering, legal and/or administrative expenses actually and reasonably incurred by the Village in connection with the internal private road improvements constructed by Developer will be paid or reimbursed by Developer in accordance with Section III.B. of this Agreement, subject to the terms and conditions thereof. Developer agrees to timely pay for or reimburse the Village for monies expended by the Village for expenses incurred to the Wisconsin Department of Transportation and/or Kenosha County for the design of the traffic improvements for the connection to the I-94 Frontage Road and/or CTH "E", Exhibit "F", in accordance with Section III.B. of this Agreement, subject to the terms and conditions thereof. The Village shall provide documentation to the Developer for said expenses.

3. Long-Term Maintenance. Developer or successor owners or users of the Property shall be responsible for the maintenance of all private improvements on lots within the Development including crack filling, pavement markings, filling of potholes and pavement replacement where necessary to maintain such lots and improvements consistent with other comparably situated Class A industrial space in Kenosha County.

E. GRADING, EROSION CONTROL AND SURFACE WATER DRAINAGE.

1. The Developer shall provide to the Village a complete design for onsite grading, erosion control and surface stormwater drainage facilities for the development onsite which shall be adequate to serve the development and shall be in compliance with requirements and specifications as set forth in §18.32(F) of the Somers Subdivision and Platting Ordinance. Developer shall be responsible for obtaining all permits (if any) required for the Development for onsite stormwater facilities or conveyancing for the Development required by the Wisconsin Department of Natural Resources, the Army Corps of Engineers and Kenosha County. Storm and surface waters shall be retained on Property to the extent necessary to assure that the rate of storm and surface water runoff from Property, during the construction and after completion of construction of improvements, shall not be greater than the rate of runoff allowed in the Des Plaines River Basin release rates or in

Chapter 18 of the Code of Ordinances, whichever is more restrictive. Stormwater drainage shall be accomplished by the construction of a stormwater collection system in accordance with the subdivision stormwater plan, Exhibit "C" attached hereto. All such plans and specifications referred to above shall be reviewed and approved by the Village Consulting Engineer. The Village agrees to complete review of such plans and specifications within thirty (30) days after submittal of all necessary information by the Developer to the Village Consulting Engineer. Any inspection, engineering, legal and/or administrative expenses actually and reasonably incurred by the Village in connection with the grading, erosion control and surface stormwater drainage facilities constructed by Developer will be paid or reimbursed by Developer in accordance with Section III.B. of this Agreement, subject to the terms and conditions thereof.

2. Upon receipt of the construction bids and the determination of a responsible contractor, the Developer shall inform the Village of the Contractor to whom contracts shall be awarded. All expenses incurred by the Village including engineering, legal, administrative and other contingencies for such review shall be paid by the Developer in accordance with Section III.B. of this Agreement, subject to the terms and conditions thereof. The Developer may then award the contract to the responsible contractor and may proceed to construction.

3. The Developer shall create a Storm Water Pollution Prevention Plan (SWPPP) which shall address the concerns associated with storm water pollution during mass grading and site preparation during construction of the initial phase of the development, including the detention basin(s). Upon completion of a detention basin, a topographic survey of the detention basin shall be obtained by the Developer and submitted to the Village Consulting Engineer for review and conformance with the plans and specifications submitted by Developer which are incorporated herein by reference. The Developer's engineer of record shall provide a certification that each building site is substantially in conformance with such plans and specifications and shall provide such certification to the Village Consulting Engineer at the time of application for a building permit for improvements on an existing building pad. Upon completion of construction of the storm water detention facilities, the Developer's engineer will certify that such construction is substantially in conformance with the Development storm water plan, Exhibit "C" incorporated herein by reference. No occupancy permit shall be issued for any building until such time as a complete topographic survey of the lot shall have been obtained by the Developer and submitted to the Village Consulting Engineer which shall confirm substantial conformance with the site plan and storm water plan which are incorporated herein by reference.

4. The parties acknowledge public storm and surface water drainage facilities, including retention and detention basins, underground storm and surface water conveyance systems and outlet structures, are not proposed in connection with the Development.

5. Retention and detention basins, underground storm and surface water conveyance systems and outlet structures for storm and surface water shall meet Village's current outflow and storage requirements as well as all WDNR requirements. Developer has submitted plans, specifications and calculations for such storm and surface water drainage system to Village Consulting Engineer for review and approval. The Village agrees to complete its review and approval of such plans and specifications within thirty (30) days after submittal by the Developer.

All portions of the Property designated as retention and detention basins and outlet structures shall be retained by Developer or successor owner(s) of the lots on which such retention or detention basin is located, and shall be maintained in accordance with the schedule described in the attached Exhibit "DD", which is incorporated herein by reference. Developer (or other party or associated as provided therein) shall be responsible for maintenance, replacement or repair of all retention and detention basins, storm and surface water conveyance systems and outlet structures lying within the Property, excepting those on public rights-of-way or public easement areas. Village shall assume all control and maintenance responsibility for storm sewers in any public right-of-way or public easement upon approval and acceptance of completed improvements in writing.

6. Developer shall enter into a Declaration of Stormwater Facility Maintenance and Management Maintenance Plan (hereinafter the "Maintenance Agreement") to provide for the general maintenance of Property and maintenance of stormwater detention facilities beyond the duration of this Agreement prior to certificate of occupancy for the first building which shall be attached hereto as Exhibit "DD". The maintenance agreement or a recordable document memorializing that agreement shall be recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, so that it is binding upon all subsequent owners of land served by the stormwater management detention facilities. The maintenance agreement shall contain, at a minimum, the following information and provisions:

(a) Identification of the stormwater facilities and designation of the drainage area served by the facilities.

(b) A schedule for regular maintenance of each aspect of the stormwater management system consistent with Exhibit "DD".

(c) Identification of the landowner(s) or association responsible for long-term maintenance of the stormwater management practices identified in the stormwater plan required hereunder.

(d) Requirement that the landowner(s) or association shall maintain stormwater detention facilities in accordance with Exhibit "DD".

(e) Authorization for the Village to access the property at reasonable times and in a reasonable manner to conduct inspections of stormwater detention facilities as necessary to ascertain that the facilities are maintained and in accordance with the Agreement. This authorization shall also be noted on the CSM prior to recording the same.

(f) Provisions that the landowner(s) or association charged with the responsibility to perform the terms of the maintenance agreement repair any maintenance problems which require correction, the specified corrective actions to be taken within thirty (30) days of written notice to Developer of the problem unless after written notice to Village seeking a longer period of time for compliance

for good cause, approval of an extension is granted by Village, which approval will not be unreasonably withheld.

(g) Authorization for the Village at its discretion to perform the corrective actions if the responsible owner(s) or association does not make the required action within the specified time period together with the provision that, if the Village performs any such corrective action and does not receive reimbursement of its actual out-of-pocket expenses in connection therewith within thirty (30) days following delivery of written notice to the landowner(s) or association (as applicable) along with an invoice therefor and reasonable proof of payment, the Village may enter the amount due on the tax rolls and collect the money as a special charge against all property owned by such landowner(s) or association and benefitted by such action by the Village pursuant to §66.0703, Wis. Stats.

(h) Water quality enhancement program through aeration if required by WDNR.

7. Each phase of the entire development shall be graded to the proposed elevations shown on the approved grading plan for that phase.

F. LIMIT ON DEVELOPER OBLIGATIONS; LETTER OF CREDIT.

Notwithstanding anything in this Agreement to the contrary, the parties agree that the Developer's responsibility for costs associated with the design and the construction of the offsite sanitary sewer system and for the offsite public municipal water system as described in paragraphs I.A.2. and I.C.1. shall be determined by this paragraph, I.F. The Developer shall be responsible for the design of all such offsite sanitary sewer system and offsite public municipal water system improvements and shall submit to the Village such design plans which shall be reviewed and approved by the Village Consulting Engineer within thirty (30) days of submission. Following approval of the Village Consulting Engineer of the Developer's submissions, the Village will publicly bid the proposed improvements as described above. Once in receipt of the bids, the Village will consult with the Developer as to the awarding of the bid or bids to the contractor or contractors who the Village believes is the lowest responsive, responsible bidder for such contracts. No contract will be awarded by the Village until such time as the Developer concurs on the total construction costs for such bid(s). The Village may, at the Village's discretion, rebid one or both contracts in the event that one or both contracts are not acceptable to both the Village and the Developer, provided the Village shall once again consult with Developer and no contract will be awarded until Developer concurs on the total construction costs accounting for any such re-bid(s). The Developer shall be responsible for the total construction costs for all offsite improvements as described above. The total letters of credit or funds to be deposited by the Developer with the Village pursuant to this Agreement (which shall be used exclusively for the costs of the construction of the sanitary sewer system and municipal water system, as described above) (collectively the "Letter of Credit"), shall not exceed One Hundred Twenty (120%) percent of the total collective costs of such offsite sanitary sewer system and offsite public municipal water system improvements set forth in the written bid(s) from the contractor(s) to the whom the contract(s) for such improvements is awarded, and shall be

paid to or deposited with the Village no later than ten (10) days following written notice to the Developer of the Village's intent to award a contract(s) (and to whom) for such improvements and Developer's written acknowledgment that it concurs with the total construction costs set forth in the final bid from such contractor(s). Village reserves the right to utilize "value engineering" or reduce the scope of the size of the municipal sanitary sewer and/or municipal water projects described in paragraphs I.A.2. and I.C.1., above, in the event that the total collective costs exceed an amount that would be agreeable by the Village and the Developer. In the event that the Village chooses to reduce the scope and size of the Municipal sanitary sewer and/or water projects described in paragraphs I.A.2. and/or I.C.1., above, or utilize "value engineering" in order to reduce the total project cost, the Village will do so in consultation with the Developer, and no contract will be awarded therefore until Developer concurs with the same, and the Village warrants and represents that any such reductions in scope or utilization of "value engineering" will not impact the ability to provide municipal sanitary sewer service and municipal water to the Developer's property to adequately serve the proposed development.

Upon the Village and Developer concurring on the total construction costs for such improvements (and any reduction in scope or size or value engineering) and the posting (or delivery, if applicable) of the Letter of Credit, the Village shall award the contract(s) for such improvements (collectively, the "Village Construction Contract") and promptly provide a fully-executed copy of the Village Construction Contract and all related contract documents, as well as any subsequent amendments, change orders, or other modifications to the foregoing, to Developer.

The Letter of Credit shall be in form acceptable to and approved by the Village Attorney, and reasonably acceptable to Developer, Developer's lender, and the bank or other institution with whom the Letter of Credit is established, in substantially the form attached hereto as Exhibit "E" or such other form acceptable to and approved by such parties. The parties hereto agree to cooperate in good faith to accommodate the requirements of Developer's lender with respect to the Letter of Credit, including satisfaction of reasonable conditions precedent to each request to draw on the Letter of Credit (such as, but not limited to, verifying corresponding amounts due under the construction contract, and provision of supporting documentation, lien waivers, sworn statement(s), inspecting architect approval, and other customary conditions for construction advances).

G. COMPLETION OF OFFSITE MUNICIPAL UTILITIES.

The Village constructed offsite sanitary sewer and water main improvements shall be completed and put into service no later than January 31, 2023 (the "Village Water Work Completion Deadline"), and the construction contract for such improvements shall require completion by the Village Water Work Completion Deadline and include liquidated damages (or other commercially reasonable penalty reasonably acceptable to the Village and Developer) for failure to meet the same. Each of the commencement dates set forth in Section III.G. of this Agreement shall automatically be extended by the number of days past January 31, 2023 when the offsite municipal water main improvements are actually completed and put into service.

## II. ADDITIONAL REQUIRED DEVELOPER IMPROVEMENTS AND DESIGN STANDARDS FOR SAME

A. LANDSCAPING.

1. The Developer shall be responsible for all landscaping to be approved by the Village, for all areas of the proposed development which are in accordance with the landscaping standards stated hereafter or other standards agreed to by the Village and Developer in connection with permitting and project approvals. Plans shall show plant lay-out, and shall specify a species and size.

2. The landscaping for the proposed development shall be consistent with the Landscaping Plan attached hereto as Exhibit "G" and incorporated herein by reference which Village acknowledges complies with the standards in this Section II.A. All landscaped areas fronting on a street shall be sprinkled. In addition, landscaping in the development shall meet the following minimum standards:

(a) All areas that do not contain a building or paved surface are considered open spaces. The open spaces shall be landscaped, sodded or hydroseeded with turf grass prior to occupancy. All parkway areas, which are the areas between the lot line and street pavement, not otherwise improved with a sidewalk, shall be sodded or hydroseeded with turf grass prior to occupancy.

(b) A landscaped buffer shall be maintained along all roadways. At a minimum, this area shall contain a mixture of trees, or trees and shrubs along fifty (50%) percent of the frontage. All trees which are deciduous shall be a minimum two and one-half (2½") inch caliper. Evergreens are to be at least six (6') feet in height. Shrubs are to be at least three (3') feet in height.

(c) One evergreen or deciduous parkway tree, which is a minimum of two and one-half (2½") inch caliber, shall be planted in the parkway for every sixty (60) feet of public or private street frontage. Two (2) ornamental trees or two (2) shrubs shall equal one (1) evergreen or deciduous tree.

(d) Foundation planting shall be provided along all building walls facing a street, excluding where the truck dock aprons exist. This area is to contain a five (5') foot wide planting area containing a mixture of shrubs which are at least three (3') feet in height along fifty (50%) percent of the building wall.

(e) Parking area landscaping, which is located in the front and/or side street of a lot, shall provide a buffer for all car parking areas from the public street frontage. The landscaping shall contain a mixture of trees and shrubs along fifty (50%) percent of the frontage. At a minimum, one two and one-half (2½") inch caliber deciduous tree or one six (6') foot evergreen shall be planted for every sixty (60') feet of frontage. All shrubs should be a minimum

of three (3') feet in height. A three (3') foot high berm or shrub screen shall be constructed along fifty (50%) percent of the frontage.

(f) Where car parking area planting islands are provided, they shall be a minimum of eight (8') feet in width from back of the curb to back of the curb, and contain at least one two and one-half (2½") inch caliber tree.

(g) Landscape planting island shall be located within a car parking area whenever the distance in all directions between a parking space and landscape buffer or another landscape island is greater than one hundred thirty-five (135') feet.

(h) Planting in utility easements should be avoided. If such planting does occur, it is at the risk of the property owner. Any plants that must be removed because of utility work within such easements shall be replaced by the property owner(s) at their cost. Replacement landscaping shall satisfy the minimum standards of this title.

(i) Notwithstanding the foregoing provisions for landscaping, if the occupancy first occurs between October 15 and May 15 in any year, the landscaping may be completed by the next July 1. Notwithstanding anything contained herein to the contrary, the parties hereby acknowledge and agree that Village shall issue Developer a temporary certificate of occupancy without final landscaping, with a permanent certificate of occupancy contingent upon final landscaping set forth herein.

B. EXTERIOR LIGHTING AND ILLUMINATION

1. The Developer shall provide plans, specifications and photometrics to be approved by the Village for the exterior lighting and illumination of each element of the development, which shall be consistent with the exterior lighting and illumination standards contained hereafter or other standards agreed to by the Village and Developer in connection with permitting and project approvals. The Village agrees to complete its review and approval of such plans, specifications and photometrics within thirty (30) days after submittal by the Developer. Developer shall be responsible for all costs associated with construction and installation of all exterior lighting and illumination. Village acknowledges that the Photometrics Plan submitted by Developer is in conformance with the standards required by this Section II.B. as depicted on the attached Exhibit "H" which is incorporated by reference.

2. The intent of the following standards is to mitigate the impact of exterior illumination related to development on surrounding properties, particularly in areas proximal to residential uses, while providing safe, healthy and visually attractive nighttime environments. In order to achieve that, good lighting design shall be practiced. Good lighting design is characterized by: illumination levels appropriate for the visual task; reasonably uniform illumination levels on adjoining sites; an absence of glare and consideration of the compatibility and aesthetics of illumination and the mechanical

improvements that create it as those relate to surrounding properties and the character of the community.

In order to insure that proper lighting design occurs, the following standards shall apply to all development within the district.

(a) All exterior lighting fixtures shall be full cut-off fixtures as defined by the Illuminating Engineering Society of North American (IESNA) and shall be of the same design and theme throughout the development. All lighting shall be designed and fixtures selected to prevent glare. The Developer, with the advance written approval of the Village, shall modify the cutoff fixture requirement for security lighting in areas where the exterior lights are not visible from a residential area or a public street.

(b) Illumination of sites and improvements thereon shall be designed to avoid competition with illumination on adjoining or neighboring properties.

(c) Illumination levels shall be appropriate for the intended. improvement, area and/or function to be illuminated. In general, illumination levels should follow the guidelines and recommendations of the IESNA.

(d) In no event shall any exterior illumination exceed an average illumination level of twenty (20') foot-candles for the surface to be illuminated unless approved otherwise by the Plan Commission as part of a conditional use permit. Ground mounted directional sign lighting shall be exempt from this requirement. Sign lighting to be reviewed as part of sign permit application and issuance.

(e) The illumination uniformity ratio (the ratio of the average illumination to the minimum illumination) for the surface to be illuminated shall not exceed 4:1.

(f) The illumination level at any property line shall not exceed one-half (0.5') foot-candle above the ambient lighting conditions on a cloudless night.

(g) In no instance shall an outdoor lighting fixture be mounted or oriented such that the lighting element is visible from any residence located in a residential zone district in the Village.

(h) The following shall be the maximum mounting height for the respective lighting fixture. The mounting height shall be measured from the surface to be illuminated to the bottom of the light fixture.

(1) Parking lot light fixtures in lots - thirty (30') feet.

(2) Building or security lighting - thirty (30') feet.

(3) Any other site lighting fixture thirty (30') feet or as determined appropriate and consistent with the intent of this title by the Village Administrator.

(i) When a use is not in operation, only building mounted security lighting and up to twenty-five (25%) percent of all other outdoor lighting fixtures may remain illuminated.

(j) Exterior illumination of wall, building or ground signs, architecture, landscaping, site amenities or other specialty illumination of any kind shall be designed consistent with the intent of this Section II.B.

(k) Alternatives to these standards may be proposed to incorporate the use of a particular architectural style or theme or to incorporate innovative or unique illumination techniques. Such alternatives shall be presented to the Village Plan Commission and Village Board with supportive evidence sufficient to determine that the proposal is consistent with intent of the heretofore established standards. Approval of an alternative illumination plan is at the reasonable discretion of the Village Administrator, such approval to not be unreasonably withheld, conditioned or delayed.

(l) A lighting plan, specifications for all proposed fixtures and photometric plan or other plans delineating illuminance levels that evidence compliance with the established standards are required for all developments in order to determine compliance with these standards.

(m) The Village may in the future pass an ordinance requiring that certain properties allow the Village to install wireless video surveillance cameras and related equipment on light poles in parking areas and driveways (and no other structures including, without limitation, any buildings), for the sole purpose of monitoring public roadways and intersections for policing and public safety purposes ("Security Camera Equipment"), which could affect all or a portion of the Property (provided such portions of the Property are limited solely to light poles in parking areas and driveways and used solely for the policing and public safety purposes set forth herein) . If such an ordinance is passed by the Village, the owner of any portion of the Property subject to such ordinance shall reasonably cooperate with the Village in the Village's installation and maintenance of reasonably sized wireless Security Camera Equipment on light poles on the Property (and no other structures), subject to Developer's and/or the owner of the Property's prior approval of the plans, specifications and locations of such Security Camera Equipment. The Village is hereby granted a non-exclusive, non-transferable license for the Village and its agents and contractors to enter upon the driveways and parking lots of all of the Property

for reasonable access for the Village to install and maintain Village Security Camera Equipment, at the Village's expense, on such light poles upon no less than two (2) business days prior notice to Developer and/or the owner of the Property. Neither Developer nor the owner of the Property nor any Developer Parties (as defined below) shall be liable for any damage or injury to the Village or any other person, or to any property, occurring on the Property or any part thereof, except where solely caused by the gross negligence or willful misconduct of Developer. The Village shall indemnify, defend and hold Developer, the owner of the Property and their agents, partners, representatives, shareholders, members, managers, directors, officers, employees, affiliates, subsidiaries, parent companies, lenders, mortgagees and contractors and each of their respective successors and assigns (collectively, the "Developer Parties"), harmless from any claims, liability, damages, suits, judgments, actions, causes of action and losses of any kind whatsoever (including, without limitation, reasonable attorney's fees) arising out of or relating in any fashion whatsoever to the Village's use and access of the Property pursuant to this paragraph.

C. INTERNAL TRAFFIC CONTROL.

The Developer, at Developer's cost, shall install, pursuant to plans and specifications approved by the Village's Consulting Engineer, such traffic signs and other parking control signs on the private roads in the development at such locations as are required on the approved plan. The Village agrees to complete its review and approval of such plans and specifications within thirty (30) days after submittal by the Developer. Developer shall be responsible for the costs of maintenance and upkeep of such stop signs and traffic control signs as are installed in the private roads in the development.

D. BUILDING DESIGN.

1. Developer shall construct the buildings as depicted on Exhibit "I" Building Design, which Village acknowledges is in conformance with the standards contained in this Section II.D. and the buildings shall be located substantially in accordance with Exhibit "B", Site Plan, as the same may be modified from time to time with approval of the applicable reviewing authority. The following building standards shall apply to all construction and development on the Property: All building faces which front a public or private street shall be constructed with tilt-up concrete panels, enhanced at building corners to incorporate glass and a form-liner stone pattern to break up the mass and add texture. Entry panels with wrapped glazing at corners and elevated rooflines can be used to define depth to the entry element.

2. Public building main entryways shall be clearly defined and highly visible on the building's exterior design, and shall be emphasized by on-site traffic flow patterns.

3. Screening.

(a) All ground-mounted and wall-mounted mechanical equipment, refuse containers and any permitted outdoor storage (other than for motor vehicles or trailers) shall be fully concealed from on-site and off-site ground level views adjacent to the Property.

(b) Loading docks shall be screened from surrounding public roads. Said screening may be accomplished through loading areas internal to buildings, screen walls, which match the building exterior in materials and design, fences, berms or landscaping with landscaping matching the landscaping in the Development areas, or combinations of the above. The method of screening shall be reviewed and approved as part of project reviews and site plan approval by the Village.

(c) Gates and fencing may be used for security and access, but not for screening, and they shall be of high aesthetic quality. Decorative metal picket fencing, vinyl coated chain link fence, and screening is acceptable. Galvanized chain link, wire mesh or wood fencing is unacceptable unless otherwise approved by the Village.

E. TRAFFIC IMPACT.

1. The development shall have direct access to arterial and/or collector roads deemed appropriate by the Village and/or the authority having authority over the respective road(s) as shown on Exhibit "F".

2. Vehicle access shall be designed to accommodate peak on-site traffic volumes without unreasonably disrupting traffic on public roads. This shall be accomplished through adequate parking lot design and capacity; access drive entry throat length, width, design, location, and number; and traffic control devices; and sidewalks.

3. A Traffic Impact Analysis for the Development has been approved by the Village and no further Traffic Impact Analysis shall be required for the project.

F. PARKING.

Parking lots shall conform to the requirements contained in the Village General Zoning and Shoreland/Floodplain Zoning Ordinance entitled "Parking Requirements", as modified by the approved Site Plan, Exhibit "B" and the approved Planned Unit Development, Exhibit "J".

G. OUTDOOR STORAGE USES AND AREAS.

Exterior storage structures or uses, including the parking or storage of equipment, containers, crates, pallets, merchandise, materials, fork lifts, trash, recyclables, and all other items shall be prohibited. Trash and recycle areas shall be constructed of tilt-up concrete panels. Nothing

contained herein shall prohibit the parking of roadworthy trucks and trailers in approved parking areas of the Development as shown on the Site Plan, Exhibit "B".

H. SIGNAGE.

All signage shall comply with the requirements contained in the Village General Zoning and Shoreland/Floodplain Zoning Ordinances.

I. NOISE.

All activities in the development will be required to comply with applicable federal, state, county and Village laws and ordinances regarding noise. Noise associated with activities at the site shall not create a nuisance to nearby properties.

J. MAINTENANCE OF IMPROVEMENTS.

Developer, and its successors and assigns, shall be responsible for maintaining the appearance of the entire Development including, but not limited to, all parking areas, sidewalks and landscape features in accordance with Exhibit "DD" attached hereto (as applicable) and Chapter 21 of the Village of Somers Code of General Ordinances. Developer, or other party as provided in the Declaration, shall be responsible for the collection of debris and for snow plowing throughout the entire Property and shall periodically clean and maintain all paved surfaces. Any debris collected shall be disposed of in accordance with all federal, state and local laws. Developer acknowledges that if, after thirty (30) days written notice from Village (unless after written request from Developer to Village seeking a longer period of time for good cause, approval of an extension is granted by Village, which approval will not be unreasonably withheld), necessary maintenance has not yet been performed in accordance with the provisions of this paragraph then the Village may proceed to complete such maintenance or hire an independent contractor of its choice to complete such maintenance and, if the Village performs any such maintenance and does not receive reimbursement of its actual out-of-pocket expenses in connection therewith within thirty (30) days following delivery of written notice to the Developer (or other responsible party under the Declaration) along with an invoice therefor and reasonable proof of payment, impose the costs of such maintenance upon the benefitted Property as a special assessment or special charge pursuant to §66.0703, Wis. Stats.

## III. DEVELOPER WARRANTIES AND OBLIGATIONS

A. GUARANTEE OF ROADS AND TRENCH BACKFILL.

1. Developer shall guarantee all public utility improvements and the construction of any public portion of roadways required to be constructed by Developer herein against defects due to faulty materials or workmanship of which it is notified in writing within a period of three (3) years from the date of substantial completion of the improvements or reconstruction or repair of the roadway in question. Developer shall perform and pay for any required repairs.

2. With respect to any portion of the Property subject to this Agreement, Developer shall assume responsibility for any settlement of fill materials which may occur in any Developer installed public utility trenches in any public right-of-way or public easement not under street pavement for a period of three (3) years from the date of the substantial completion of such utility improvement located in such portion of Property. Developer agrees to mechanically compact all granular materials used in Developer installed utility trenches.

B. VILLAGE COSTS.

Pursuant to the Pre-Development Agreement between the Village and Developer's predecessor in interest, Flint Acquisitions, LLC, dated October 5, 2021 (the "Pre-Development Agreement"), the Village acknowledges and agrees that Developer has deposited Twenty Thousand ($20,000.00) Dollars with the Village for payment of the legal, engineering and administrative costs incurred by the Village in connection with the Development Approvals. Within sixty (60) days of execution of this Agreement, the Village shall provide Developer with (i) an itemized statement for the actual documented and verifiable costs incurred by the Village for engineering, attorney fees and administrative costs incurred prior to the Effective Date, and (ii) written confirmation of the amount of monies remaining on deposit pursuant to the Pre-Development Agreement (the "Remaining Funds"). Within five (5) days following Developer's receipt hereof, Developer shall pay to Village such amount that combined with the Remaining Funds results in a total amount on deposit with the Village of Fifty Thousand ($50,000.00) Dollars (the "Fund"), which Fund may be drawn on by the Village to pay or reimburse (as applicable) all documented and verifiable costs for construction review or inspection of all improvements constructed by Developer hereunder, and any legal and administration costs, actually and reasonably incurred by the Village in granting approvals for the development of the Property (collectively, "Village Expenses"). In the event the Village determines that the total of the Village Expenses will exceed the balance of the Fund in any month, the Village may so notify the Developer, including an itemized statement of Village Expenses and remaining balance of the Fund to date, and the Developer shall promptly remit to the Village an amount sufficient to re-establish the Fund. Notwithstanding the foregoing, the total amount required to be deposited hereunder shall not exceed One Hundred Thousand ($100,000.00) Dollars without the prior written consent of Developer. If Developer fails or declines to provide such consent within fifteen (15) days following written request from the Village, then the Village may, as its sole and exclusive remedies therefor, revoke the PUD and zoning approvals for any portion(s) of the Property for which a building permit has not yet been issued for improvements thereon. Any funds deposited with the Village under the terms of the Pre-Development Agreement or this Agreement shall be maintained in a separate account, used only for the purposes designated for such funds, and shall not be commingled with any other funds or for any other purposes. Upon request by Developer, the Village shall provide an itemized statement of Village Expenses incurred as of the date of such request, and the remaining balance of the Fund.

C. SUBDIVISION AND CONDOMINIUM PLATTING ORDINANCE.

The Developer represents that it has reviewed the Somers Subdivision and Condominium Platting Ordinance as revised and will complete the improvements set forth herein in compliance

with the Subdivision and Platting Ordinance, and further agrees to comply therewith, except as may be modified by the Development Approvals or the terms of this Agreement.

D. DECLARATION OF RESTRICTIONS.

It is agreed that the Developer, if it decides to prepare and enforce, shall furnish the Village with a complete copy of any Declaration of Restrictions ("Declaration") which, following review and approval by Village, which shall not be unreasonably withheld, conditioned or delayed and shall be granted or denied within thirty (30) days following Developer's provision of the same, shall be recorded by Developer. Said Declaration shall define all restrictions Developer deems necessary or desirable in connection with the Development, and shall identify whose responsibility it will be to monitor and enforce the restrictions. The terms of the Declaration of Restrictions shall not conflict with the terms of this Development Agreement. It is hereby covenanted and agreed by Developer, in addition to such Declaration of Restrictions as the Developer may impose, that no check cashing facility, Pay-Day loan store (or similar task store), bowling alley, billiard parlor, adult entertainment retail venue, outdoor garbage sorting facility, outdoor automobile sales or trash recycling or night club shall be allowed on any portion of the Development or within any improvement thereon.

E. BUILDING PERMITS.

It is agreed that, except as is provided otherwise in this Agreement, there shall be no building permits issued by the Somers Building Inspector until that Inspector shall be satisfied in its reasonable discretion that all the relevant terms and conditions of this Agreement and of the Somers Subdivision and Platting Ordinance (except as modified hereby, or by the Development Approvals) have fully complied with regarding such proposed building. No occupancy permits will be issued until all utility improvements for such building have been completed, any necessary Avigation Permit is obtained from the City of Kenosha Department of City Development, and any required air quality permit is obtained by Developer. The parties recognize that the Developer will need the ability to begin grading on the site. Therefore, both parties agree the Village shall issue a preliminary grading permit for the Development on the Property within five (5) days following the date the Developer has paid any fees required to obtain a preliminary grading permit. The Village has already been provided and approved the preliminary grading plans.

F. INDEMNIFICATION.

Developer shall, during the term of this Agreement, indemnify, defend and hold harmless Village and officers, consulting engineers, attorneys, agents, representatives and employees thereof from and against any and all claims, damages, judgments, costs and expenses and attorney fees which any of them may pay, sustain or incur should any person or party incur personal injury, property loss or damage arising out of wrongful, negligent, improper or deficient conduct of Developer in the design or construction of any of the public improvements on the Property, including the design and construction of all onsite sanitary sewer systems, the design and construction of onsite municipal water systems which Developer constructed, the design and construction of onsite underground storm and surface water drainage facilities relating to this proposed development or as a result of any claim for labor, materials or improvements in connection with the construction of the

same other than any act or omission to Village, its agents or contractors, provided that Village shall provide notice of any claim it has under this provision, will afford the Developer the right to defend, prosecute and settle such claim, will make full disclosure of all relevant facts and circumstances, and shall cooperate with Developer and Developer's legal counsel in defending against any such claim, at Village's expense if by separate counsel, to the extent permitted by Developer's insurance company. Any costs or expenses including actual and reasonable attorney fees, which the Village incurs as a result of any claim indemnified herein shall be reimbursed to the Village by Developer. This indemnity shall not include liability for the negligence, fraud, omissions or acts of the Village or its officers, consulting engineers, attorneys agents, representatives and employees.

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

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

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

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

4. The Village agrees that all special assessments, permit fees, connection fees and other charges by the Village and Utility shall not be charged against any portion of the Property or its users, in a manner which would be in excess of those charged generally for industrial development in the Village. The Village further covenants and agrees that Developer and the Property are not currently, nor shall they be at any point in the future, subject to pay any costs arising from any special assessment, recapture payment or benefit fee, or similar cost, reimbursement or imposition of any kind whatsoever related in any way to offsite water main or sanitary sewer improvements outside the Property. The preceding sentence shall survive the termination of this Agreement. Nothing contained in this paragraph III.G.4. shall supersede or impact the rights of the parties hereto pursuant to the terms contained in paragraph IV.E. hereafter.

5. The Planned Unit Development and zoning approvals granted by virtue of this Agreement shall be in effect for an maximum initial period of five (5) years from the Effective Date, unless the Developer achieves the milestones set forth in this Section or is granted extensions of the same as provided herein. In the event that, subject to Section IV.S. hereof, the Developer fails to obtain approval for the construction of at least one (1) building on Lot 4 of the CSM and receives a building permit for and commence construction of such building within eighteen (18) months of the Effective Date, then after written notice and hearing before the Village Board, the Village may choose to revoke such PUD and zoning approvals with respect to Lot 4, as the sole and exclusive remedy of the Village for such failure. Likewise, in the event that, subject to Section IV.S. hereof,

the developer fails to receive a building permit for and commence construction of at least one (1) building on Lot 1 of the CSM within thirty-six (36) months of the Effective Date, then, after written notice and hearing before the Village Board, the Village may choose to revoke such PUD approval for with respect to Lot 1, as the sole and exclusive remedy of the Village for such failure. Finally, in the event that, subject to Section IV.S. hereof, the developer fails to receive a building permit for and commence construction of at least one (1) building on Lot 2 of the CSM within sixty (60) months of the Effective Date, then, after written notice and hearing before the Village Board, the Village may choose to revoke such PUD and zoning approvals with respect to Lot 2, as the sole and exclusive remedy of the Village for such failure. Notwithstanding the foregoing: (i) the Village Board may extend the time frame(s) above for a reasonable period of time, not to exceed one (1) year with respect to each; and (ii) any such written notice, hearing, or revocation shall apply only to the individual lot for which Developer has failed to obtain a building permit and commence construction within the applicable time frame (as the same may be extended as provided above), and shall not apply to any other lot or lots of the CSM.

## IV. MISCELLANEOUS

A. ASSIGNMENT.

The Developer recognizes that this Agreement is based on Developer's presentation to the Plan Commission and Village Board and Developer by written notice to Village Board, may freely (i) assign its interest in this Agreement to an affiliated business entity of Developer, provided such assignee is controlled and managed by Developer or one or more of its principals, and (ii) collaterally assign its interest in this Agreement to a lender for financing purposes. Except as set forth herein, Developer shall not assign or transfer this Agreement to any other person or corporation without prior written consent of the Village. Notwithstanding the foregoing, upon the substantial completion of the Development on the Property, or a portion of the Development on an individual lot of the CSM, in either case as evidenced by the receipt of a certificate of occupancy, Developer may assign its rights and obligations with respect to such Development and such Property (or such portion thereof) to a third-party purchaser or user of the Development and Property (or such portion thereof), by delivering to the Village an Assignment and Assumption Agreement (each, an "Assignment Agreement") executed by the Developer and the assignee pursuant to which the assignee expressly assumes and agrees to be bound by all of the obligations of the Developer under this Agreement (or, in the event the assignment if of or relates to only a portion of the Development, the Property, or this Agreement, then such obligations with respect to such portion). Upon such substantial completion and receipt of such Assignment Agreement, Developer shall be released from any and all obligations of this Agreement which are assigned and assumed pursuant to such Assignment Agreement.

B. MODIFICATION.

This Agreement supersedes all prior oral or written understandings or representations between the parties except as may be embodied by applicable state, county or Village statute, code or ordinance. Any modification to the terms of this Agreement shall only be enforceable if in writing signed by duly authorized representatives of each of the parties hereto in the same manner as this

Agreement. Notwithstanding the foregoing, the exhibits attached hereto may be modified or amended from time to time with the approval of the applicable reviewing authority (or authorities, as applicable) having jurisdiction over the improvements or other standards set forth in such exhibit(s) proposed to be so modified.

C. GOOD FAITH AND FAIR DEALING.

The parties agree that they shall deal with one another fairly and in good faith. If this Agreement provides that any approving party may grant or withhold its approval or consent, the approving party shall not unreasonably withhold, condition or delay its approval.

D. TERM.

Agreement shall be in effect for a period of ninety-nine (99) years from the date of execution hereof and shall inure to the benefit of and be binding upon the successors in title and assigns of Developer and upon successor corporate authorities and successor municipalities of Village. However, the guarantee of improvements shall be for the period specified herein, whether or not such guarantee may extend beyond the term of Agreement, and any recorded restrictions shall have the life accorded to such restrictions under applicable state law.

E. VOLUNTARY DONATIONS IN LIEU OF IMPACT FEES.

Developer and Village agree that in lieu of the imposition of all fees delineated in Section 18.30 subparagraphs (A) through (K) and (M) through (W) of the Code of Ordinances of the Village of Somers, including impact fees, the Developer shall make to the Village donations in the following amounts based upon the design approved by this Agreement and depicted on the attached Exhibits; Building 3 (Lot 4) Two Hundred Sixty Thousand Two Hundred Nineteen and 38/100 ($260,219.38) Dollars; Building 1 (Lot 1) Three Hundred Seventy-five Thousand Five Hundred Ninety-three and 93/100 ($375,593.93) Dollars; and Building 2 (Lot 2) Three Hundred Fifty-nine Thousand Two Hundred Sixty-three and 54/100 ($359,263.54) (the "Fees in Lieu"), which Fees in Lieu for a building shall be due at the time of issuance of a building permit by the Village for such building. The Developer and the Village hereby agree that the terms of this paragraph shall be deemed contractual and mutually negotiated and to be contractually bound by the terms and conditions of this paragraph, IV.E., in lieu of the terms and conditions of Section 18.30 of the Code of Ordinances, and in consideration of such accommodation on the part of the Village, the Developer agrees to forever waive and relinquish any objection to the Fees in Lieu or the use of such Fees in Lieu by the Village whether such objection could be based upon Chapter 18 of the Code of Ordinances of the Village of Somers, Chapter 66 of the Wisconsin Statutes or otherwise. This waiver and acknowledgment shall be binding upon the legal successors and assigns of the Developer. Developer affirmatively agrees that it is not necessary for the Village to expend the Fees in Lieu received under this Agreement in the year in which received and that the Village may use such Fees in Lieu for any lawful purpose without consulting with or advising the Developer as to how such donations are to be used. The voluntary donations referred to in this paragraph IV. E. Shall not eliminate the requirements of municipal sanitary sewer and municipal water connection fees to be paid by users on the Property of

those systems as required by Sections18.30(L) and Appendix "C" of the Code of Ordinances of the Village as described hereafter."

F. SANITARY SEWER CONNECTION CHARGES AND BUILDING PERMIT FEES.

Pursuant to Section 18.30(L) and Appendix "C" of Chapter 13 of the Code of Ordinances of the Village of Somers, users of the municipal sanitary sewer system must pay a one-time connection fee for each service prior to the issuance of a building permit at the then applicable rate specified in such ordinances at time of issuance of such building permit. Developer shall pay all building permit fees upon issuance pursuant to Village ordinance. Based upon the design approved by this Agreement and depicted on the attached Exhibits, the Sanitary Sewer Connection Charges referred to in this paragraph are as follows: Building 3 (Lot 4) Fourteen Thousand Eight Hundred Forty ($14,840.00) Dollars; Building 1 (Lot 1) Fourteen Thousand Eight Hundred Forty ($14,840.00) Dollars and Building 2 (Lot 2) Fourteen Thousand Eight Hundred Forty ($14,840.00) Dollars.

G. DEFAULTS.

1. No default shall arise hereunder unless the non-defaulting party has provided the defaulting party with written notice and a reasonable cure period of at least thirty (30) business days. The foregoing notwithstanding, in the event that the Village shall default on delivering Village constructed municipal water and/or sanitary sewer within the time agreed upon as described in Section I.G., then and in such event the thirty (30) day notice requirement and right to cure contained in this paragraph and the right to cure below shall be waived and the first sentence of this paragraph shall not apply. Following any default either party may terminate this Agreement effective upon written notice to the other, in which event this Agreement shall terminate upon the date such notice is delivered and the parties shall not have any further obligations each to the other hereunder, for such failure. Likewise, in the event that, subject to Section IV.S. hereof, the Developer fails to receive a building permit for at least one (1) building on Lot 4 of the CSM within eighteen (18) months of the Effective Date, then, after written notice and hearing before the Village Board, the Village may choose to revoke such PUD approval for with respect to Lot 4, as the sole and exclusive remedy of the Village for such failure. Developer fails to receive a building permit for at least one (1) building on Lot 1 of the CSM within thirty-six (36) months of the Effective Date, then, after written notice and hearing before the Village Board, the Village may choose to revoke such PUD approval for with respect to Lot 1, as the sole and exclusive remedy of the Village for such failure. Finally, in the event that, subject to Section IV.S. hereof, the Developer fails to receive a building permit for at least one (1) building on Lot 2 of the CSM within sixty (60) months of the Effective Date, then after written notice and hearing before the Village Board, the Village may choose to revoke such PUD and zoning approvals with respect to Lot 2, as the sole and exclusive remedy of the Village for such failure. Notwithstanding the foregoing: (i) the Village Board may extend the timeframe(s) above for a reasonable period of time, not to exceed one (1) year with respect to each; and (ii) any such written notice, hearing or revocation shall apply only to the individual lot for which Developer has failed to obtain a building permit within the applicable timeframe (as the same may be extended as provided above), and shall not apply to any other lot or lots of the CSM.

2. In the event any default cannot reasonably be cured within said thirty (30) day period, the party shall not be deemed in default as long as the party is acting reasonably, diligently and in good faith in curing such default.

H. SEVERABILITY.

If any provision, covenant, or a portion of this Agreement or its application to any person, entity or property is held to be invalid or unenforceable by a court of law or equity, such status shall not affect the application or validity of other provisions, covenants or portions of this Agreement which shall be given effect without the invalid provisions or applications, and to this end, the provisions and covenants of this Agreement are declared to be severable.

I. RECORDATION.

This Agreement shall be recorded in the office of the Register of Deeds for Kenosha County, Wisconsin. Such recordation may, at the discretion of the Village, omit some or all of the attached exhibits delineated in subsection K below.

J. EXECUTION OF COUNTERPARTS.

This Agreement may be executed as three (3) or more counterparts, with each acting as an original.

K. EXHIBITS INCORPORATED BY REFERENCE.

Each of the terms, conditions and specifications described, noted or depicted on the following Exhibits are hereby incorporated herein by reference:

| | |
|---|---|
| Exhibit "A" | Certified Survey Map (CSM) |
| Exhibit "A-1" | Legal Description |
| Exhibit "B" | Site Plan |
| Exhibit "C" | Stormwater Plan |
| Exhibit "D" | Watermain Plan |
| Exhibit "E" | Letter of Credit |
| Exhibit "F" | Road Plan |
| Exhibit "G" | Landscape Plan |
| Exhibit "H" | Photometrics Plan |
| Exhibit "I" | Building Design |
| Exhibit "J" | Planned Unit Development |
| Exhibit "DD" | Declaration of Stormwater Facility Maintenance and Management Maintenance Plan |
| Exhibit "EE" | Sewer and Water Main Drawings – Group Packet |

L. INTEGRATION.

This Developer's Agreement, including the exhibits hereto, and such other documents as are incorporated herein embodies the entire agreement and understanding among the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.

M. CHOICE OF LAW AND VENUE.

This Developer's Agreement and all attached exhibits shall be construed and enforced according to the laws of the State of Wisconsin. The parties agree that any matter which may be brought or pursued in court hereunder shall brought and maintained only in the Circuit Court for Kenosha County, Wisconsin, and each party consents to such venue and the court's personal jurisdiction over each party.

N. WAIVER OF BREACH OR VIOLATION NOT DEEMED CONTINUING.

Either party may, to the extent legally allowed, (a) extend the time for performance of any of the obligations or other acts of the other party(s), (b) waive any inaccuracies in the representations or warranties of the other party(s) hereto contained herein, or in any document delivered pursuant hereto and (c) waive any compliance by any of the other parties hereto with any of the agreements or conditions contained herein. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any or other subsequent breach or violation of any provision hereof. No breach or violation of any provision hereof shall be waived exceed by an agreement in writing signed by the waiving party.

O. CONSTRUCTION.

Each party to this Agreement and their respective legal counsel acknowledge that they have had the opportunity to participate equally in the drafting of this Agreement and that in the event of a dispute, neither party shall be treated, for any purpose as the author of this Agreement nor have any ambiguity resolved against it on account thereof.

P. NOMENCLATURE.

The use of the male gender shall include the female, the individual shall include the corporate, and the singular shall include the plural, and visa versa, wherever such usage is appropriate to the context.

Q. NOTICES.

Except as otherwise specifically provided in this Agreement, all notices given in connection with this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be sent to the other party by personal delivery, by established overnight courier, fees prepaid, by certified or registered mail, postage prepaid and return receipt requested, or by facsimile transmission or email transmission to the party (provided that an original of said notice or communication is sent

simultaneously by first class United States mail with postage prepaid or established overnight courier, fees prepaid). Any notice addressed to the Village shall be addressed to the attention of the Village Administrator, 7511- 12th Street, P.O. Box 197, Somers, Wisconsin 53171. Any notice addressed to the Developer shall be addressed to the attention of Flint 94 Commerce Center, LLC, c/o Flint Development, 3515 West 75th Street, Suite 103, Prairie Village, Kansas 66208, Attn: Hunter Harris, with a copy to Polsinelli PC, 900 West 48th Place, Suite 900, Kansas City, Missouri 64112. Either party may give notice to the other, in accordance with the terms of this paragraph, of a change-of-address to which notices under this Agreement may be sent. Any notice given in accordance with this paragraph shall be effective upon delivery, if personally delivered, the next business day after deposit for delivery by overnight courier, upon delivery by email or facsimile transmission if transmitted during regular business hours, or three (3) days after notice is deposited in the United States mail if sent by certified mail. Any facsimile or email transmission received after 5:00 pm (Kenosha, Wisconsin time) or on a day other than a normal business day shall be deemed delivered on the next normal business day.

R. NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit or be enforceable by any person other than the Village, the Developer, and their respective successors and assigns. This Agreement shall be binding upon and be for the benefit of the Village, the Developer, and their respective successors and assigns only.

S. UNAVOIDABLE DELAY.

If either party is in any way delayed or prevented from performing all of its obligations under this Agreement, other than the payment of money, due to fire, act of God, civil disorder, riots, insurrections, fuel shortages, failure of power, accidents, casualties, adverse weather conditions, strikes, labor disputes, inability to procure materials, acts of the other party or other party is agent, governmental restrictions, closures, orders and regulations (whether local, state or federal in nature), including, without limitation, government restrictions, closures, orders and regulations in connection with or arising from public health emergencies, such as the global COVID-19 virus pandemic, or any other cause beyond a party's reasonable control, then the party so delayed or prevented from performing its obligations under this Agreement shall not be deemed to be in default under this Agreement as long as such party is acting reasonably and in good faith in performing under this Agreement, and the period of such delay or prevention shall allow for an extension period equal to the period of such delay, interruption or prevention to perform such obligation.

WITNESS OUR HANDS AND SEALS this _____ day of _____, 2022.

VILLAGE OF SOMERS

By:_____
George Stoner, President

Attest:_____
Brandi Baker, Deputy Clerk/Treasurer

STATE OF WISCONSIN )
) ss.
COUNTY OF KENOSHA )

Personally came before me this _____ day of _____, 2022, the above named George Stoner, President and Brandi Baker, Deputy Clerk/Treasurer of the Village of Somers, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Printed Name:_____
Notary Public; Kenosha County, WI
My commission expires_____.

DEVELOPER

FLINT 94 COMMERCE CENTER LLC,
a Delaware limited liability company

By: Flint 94 Commerce Center Manager LLC
Its: Manager

By: _____

Printed Name:_____

Title: Manager

STATE OF _____ )
) ss.
COUNTY OF _____ )

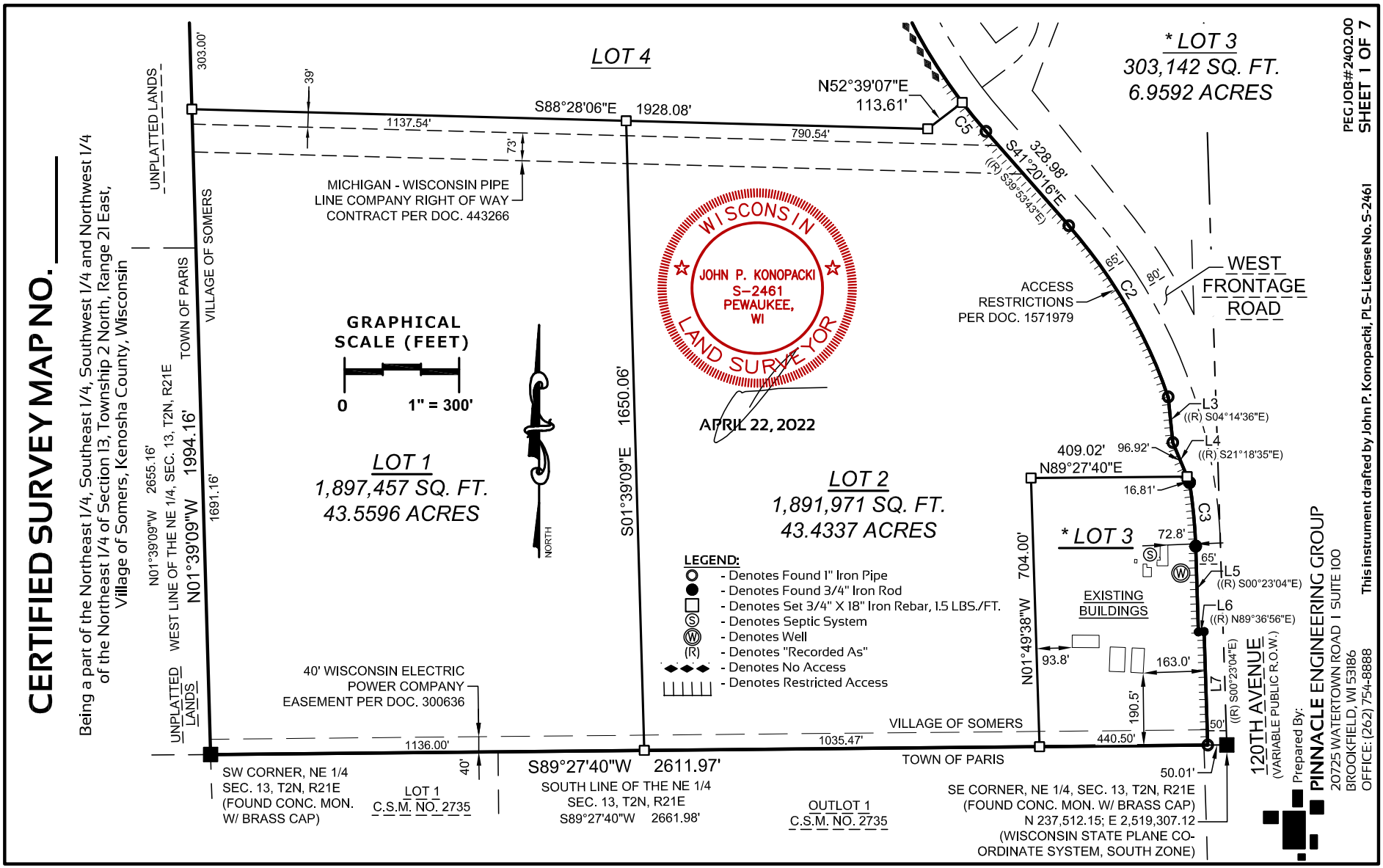
Personally came before me this _____ day of _____, 2022, the above-named _____, as Manager of Flint 94 Commerce Center Manager, LLC, which is the Manager of Flint 94 Commerce Center LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Printed Name:_____
Notary Public; _____ County, _____
My commission expires_____.

**EXHIBIT A**

**CERTIFIED SURVEY MAP (CSM)**

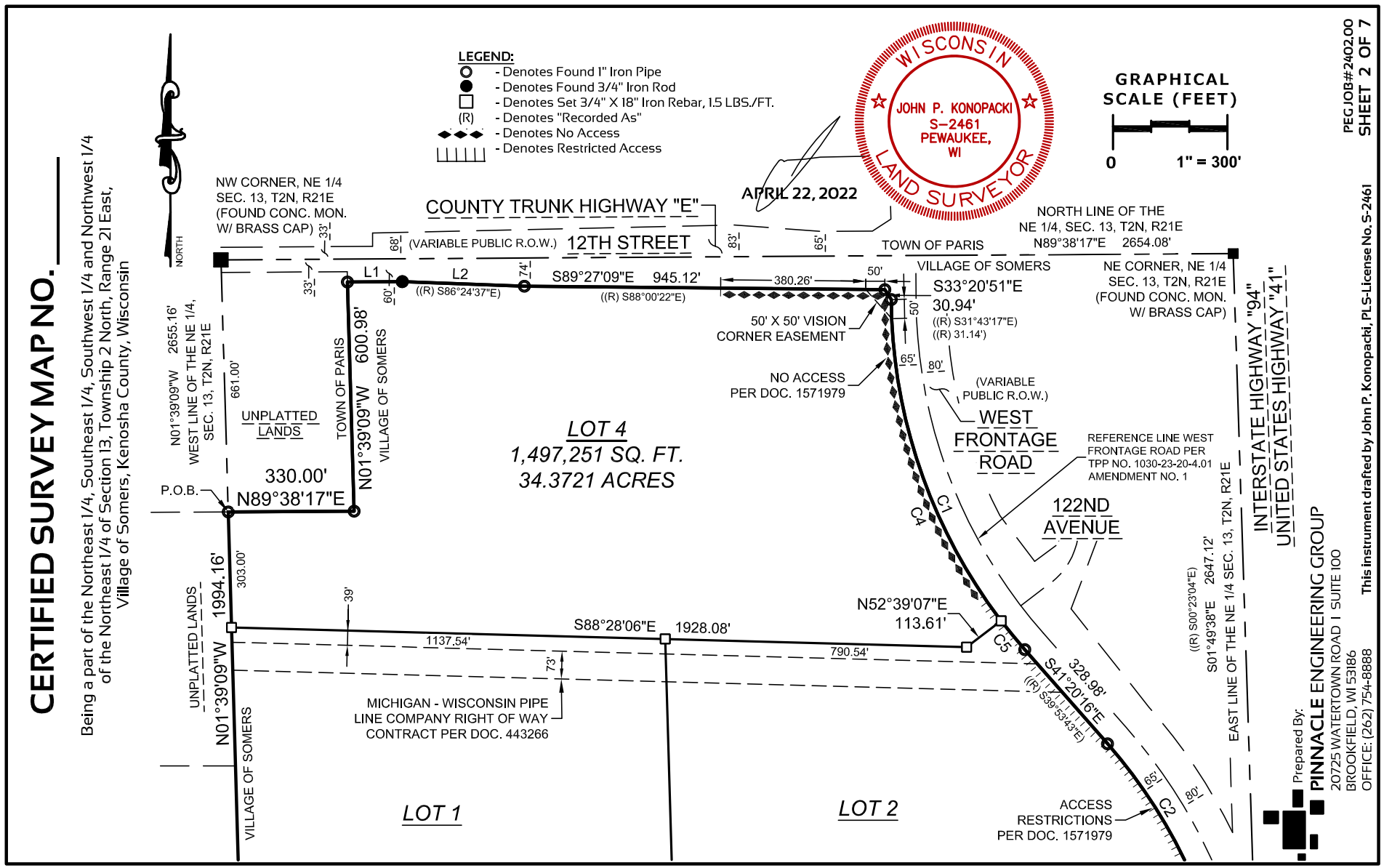
[SEE ATTACHED]




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# EXHIBIT "J" - CERITIFIED SURVEY MAP

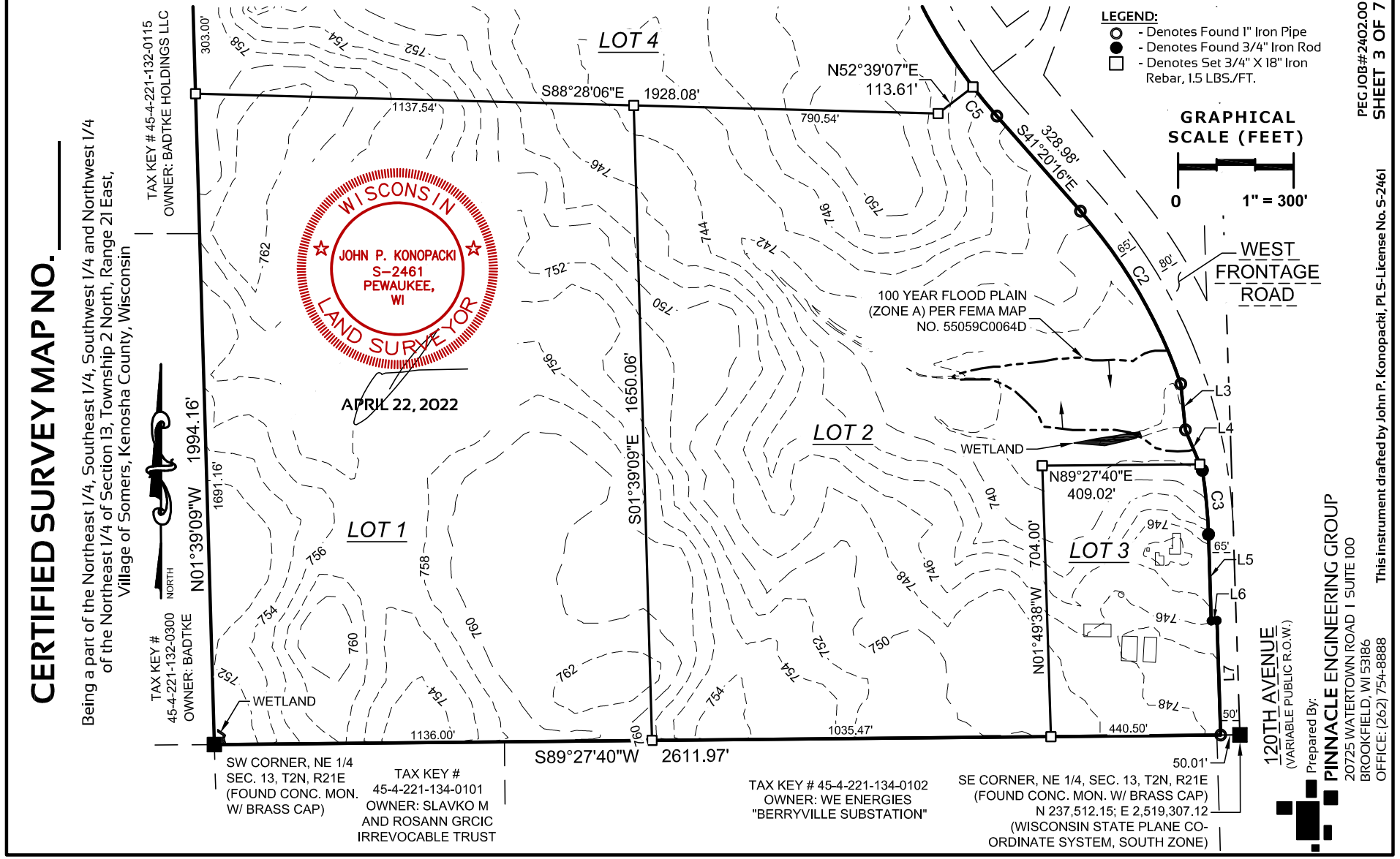
06/09/2022




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# EXHIBIT "J" - CERITIFIED SURVEY MAP

06/09/2022




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# EXHIBIT "J" - CERITIFIED SURVEY MAP

06/09/2022

**PINNACLE** ENGINEERING GROUP

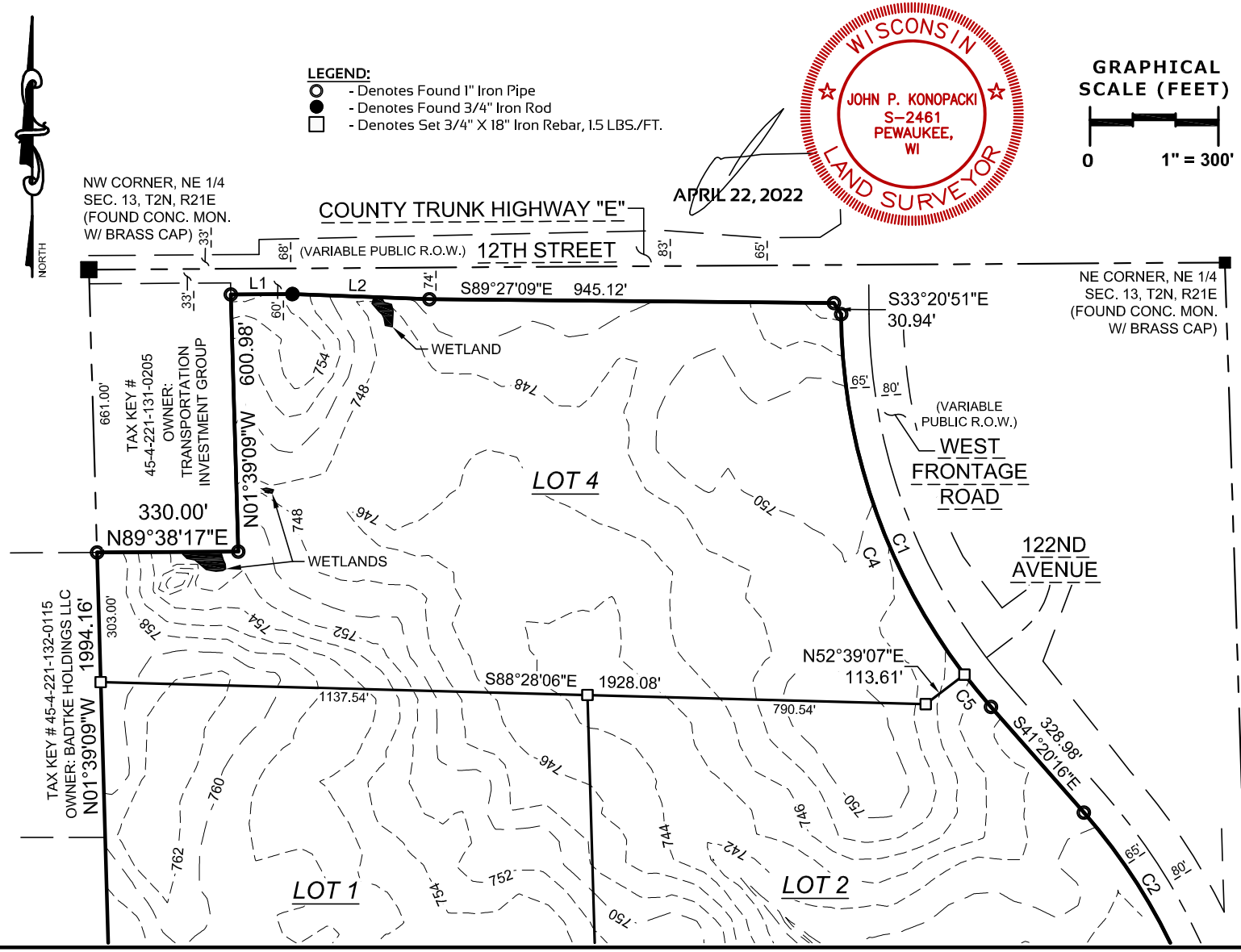
20725 W. WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM | 262-754-8888

**PLAN | DESIGN | DELIVER**

PEG JOB# 2402.00

# CERTIFIED SURVEY MAP NO. _____

Being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 13, Township 2 North, Range 21 East, Village of Somers, Kenosha County, Wisconsin




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# EXHIBIT "J" - CERITIFIED SURVEY MAP

06/09/2022

PINNACLE ENGINEERING GROUP
20725 W. WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM | 262-754-8888



EXHIBIT "J" - CERTIFIED SURVEY MAP

PLAN | DESIGN | DELIVER

06/09/2022

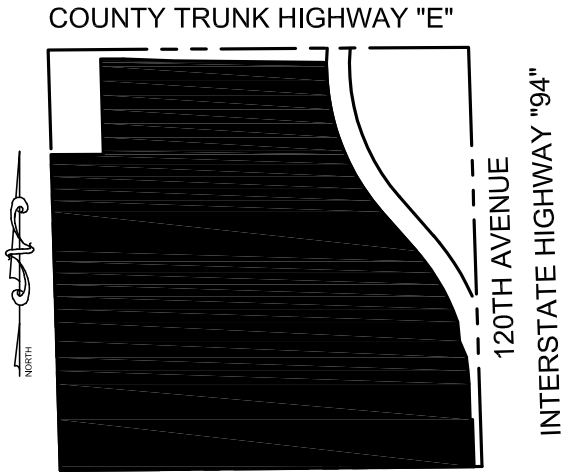
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# CERTIFIED SURVEY MAP NO. _____

Being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 13, Township 2 North, Range 21 East, Village of Somers, Kenosha County, Wisconsin

## VICINITY MAP

SCALE 1":1000'




Existing Property Zoning:
A-1 & SHORELAND
Proposed Zoning:
BP-1 & PUD
Tax Key Numbers:
82-4-221-131-0203
82-4-221-131-0210
82-4-221-131-0301

Prepared for:
FLINT 94 COMMERCE CENTER, LLC
3515 W. 75TH St.
Prairie Village, KS 66208

**SURVEYOR'S CERTIFICATE**

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, mapped and divided that part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 13, Township 2 North, Range 21 East, Village of Somers, Kenosha County, Wisconsin, described as follows:

Commencing at the northwest corner of the Northeast 1/4 of said Section 13; Thence South 01°39'09" East along the west line of said Northeast 1/4, 661.00 feet to the Point of Beginning;

Thence North 89°38'17" East, 330.00 feet;
Thence North 01°39'09" West, 600.98 feet to the south right of way line of 12th Street - County Trunk Highway "E";
Thence the following courses along said south right of way line of 12th Street - County Trunk Highway "E":

North 89°38'17" East, 143.58 feet; South 87°51'25" East, 320.31 feet; South 89°27'09" East, 945.12 feet; South 33°20'51" East, 30.94 feet to the westerly right of way line of West Frontage Road and a point on a curve;

Thence the following courses along said westerly right of way line of West Frontage Road:

Southeasterly 1003.69 feet along the arc of said curve to the left, whose radius is 1405.00 feet and whose chord bears South 20°52'22" East, 982.48 feet; South 41°20'16" East, 328.98 feet to a point of curvature; Southeasterly 521.62 feet along the arc of said curve to the right, whose radius is 1335.00 feet and whose chord bears South 30°08'40" East, 518.31 feet; South 05°41'10" East, 120.28 feet; South 22°45'09" East, 113.73 feet to a point on a curve; Southeasterly 167.28 feet along the arc of said curve to the right, whose radius is 1335.00 feet and whose chord bears South 05°25'01" East, 167.17 feet; South 01°49'38" East, 224.75 feet; North 88°10'22" East, 15.00 feet; South 01°49'38" East, 297.42 feet to the south line of said Northeast 1/4;

Thence South 89°27'40" West along said south line, 2611.97 feet to the aforesaid west line of the Northeast 1/4;
Thence North 01°39'09" West along said west line, 1994.16 feet to the Point of Beginning.

Containing 5,589,821 Square Feet (128.3246 Acres) of land Gross, more or less.

That I have made such survey, land division and map by the direction of ENRICO MOSCONI DECLARATION OF TRUST DATED JULY 23, 1995, owner of said land.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the requirements of Section 236.34 of the Wisconsin State Statutes and the Village of Somers Land Division and Platting Control Ordinance in surveying, mapping and dividing the land within the certified survey map.

John P. Konopacki
Professional Land Surveyor S-2461

Date: APRIL 22, 2022

WISCONSIN
JOHN P. KONOPACKI
S-2461
PEWAUKEE,
WI
LAND SURVEYOR

Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD I SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PINNACLE ENGINEERING GROUP
20725 W. WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 |WWW.PINNACLE-ENGR.COM | 262-754-8888



EXHIBIT "J" - CERTIFIED SURVEY MAP

PLAN | DESIGN | DELIVER

PEG JOB# 2402.00

06/09/2022

# CERTIFIED SURVEY MAP NO. _____

Being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 13, Township 2 North, Range 21 East, Village of Somers, Kenosha County, Wisconsin

## OWNER'S CERTIFICATE

ENRICO MOSCONI DECLARATION OF TRUST DATED JULY 23, 1995, a trust duly organized and existing under and by virtue of the laws of the State of _____, as owner, does hereby certify that said trust caused the land described on this certified survey map to be surveyed, divided and mapped dedicated as represented on this certified survey map.

ENRICO MOSCONI DECLARATION OF TRUST DATED JULY 23, 1995, as owner, does further certify that this certified survey map is required to be submitted to the following for approval or objection:

1. Village of Somers

IN WITNESS WHEREOF, the said ENRICO MOSCONI DECLARATION OF TRUST DATED JULY 23, 1995 has caused these presents to be signed by (name - print) _____, Trustee, at (city)_____, _____ County, Wisconsin, on this _____ day of _____ , 2022.

In the presence of: ENRICO MOSCONI DECLARATION OF TRUST DATED JULY 23, 1995

_____
Name (signature) - Trustee

STATE OF _____)
_____ COUNTY ) SS

Personally came before me this _____ day of _____ , 2022, (name) _____, Trustee, of the above named ENRICO MOSCONI DECLARATION OF TRUST DATED JULY 23, 1995, to me known to be the person who executed the foregoing instrument, and to me known to be such Trustee of said trust and acknowledged that they executed the foregoing instrument as such officer as the deed of said trust, by its authority.

_____
Notary Public
Name:_____
State of Wisconsin
My Commission Expires: _____

## CONSENT OF CORPORATE MORTGAGEE

_____ , a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described in the forgoing affidavit of John P. Konopacki, surveyor, and does hereby consent to the above certification of owners.

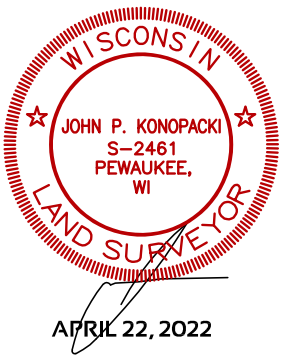
IN WITNESS WHEREOF, the said _____ , has caused these presents to be signed by _____ , its President, and its corporate seal to be hereunto affixed this _____ day of _____ , 2022.

_____ _____
Date President

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____ , 2022, _____ , to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

_____
Notary Public
Name:_____
State of Wisconsin
My Commission Expires: _____




APRIL 22, 2022

Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD I SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

# CERTIFIED SURVEY MAP NO. _____

Being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 13, Township 2 North, Range 21 East, Village of Somers, Kenosha County, Wisconsin

## VILLAGE BOARD APPROVAL

Approved by the Village Board of the Village of Somers on this _____ day of _____, 2022.

_____ _____
Date George Stoner, Village President

_____ _____
Date Heather Teigland, Deputy Clerk

**NOTES:**

- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.
- Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1983/2011). The south line of the Northeast 1/4 of Section 13, Township 2 North, Range 21 East has a bearing of S89°27'40"W.
- Vertical Datum: North American Vertical Datum of 1988(12), (NAVD88). Contours are shown at a 2' interval based on actual ground survey of the current ground terrain. Reference Benchmark: Concrete monument with brass cap at the southeast corner of the Northeast 1/4 Section 13, Town 2 North, Range 21 East, Elevation = 751.90. The conversion factor per the Southeast Wisconsin Regional Planning Commission from North American Vertical Datum of 1988 to National Geodetic Vertical Datum of 1929 is 0.14 feet.
- Wetlands delineated by Heartland Ecological Group, Inc. September 2021.

CURVE TABLE

| CURVE NO. | LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD LENGTH | TANGENT IN | TANGENT OUT | (RECORDED) |
|---|---|---|---|---|---|---|---|---|
| C1 | 1003.69' | 1405.00' | 040°55'49" | S20°52'22"E | 982.48' | S00°24'27"E | S41°20'16"E | (S19°25'49"E) |
| C2 | 521.62' | 1335.00' | 022°23'13" | S30°08'40"E | 518.31' | S41°20'16"E | S18°57'04"E | (S28°42'07"E) |
| C3 | 167.28' | 1335.00' | 007°10'46" | S05°25'01"E | 167.17' | S01°49'38"E | S09°00'24"E | (S03°58'12"E) |
| C4 | 905.85' | 1405.00' | 036°56'25" | S18°52'40"E | 890.24' | | | |
| C5 | 97.84' | 1405.00' | 003°59'24" | S39°20'34"E | 97.82' | | | |




APRIL 22, 2022

LINE TABLE

| LINE NO. | BEARING | DISTANCE |
|---|---|---|
| L1 | N89°38'17"E | 143.58' |
| L2 | S87°51'25"E | 320.31' |
| L3 | S05°41'10"E | 120.28' |
| L4 | S22°45'09"E | 113.73' |
| L5 | S01°49'38"E | 224.75' |
| L6 | N88°10'22"E | 15.00' |
| L7 | S01°49'38"E | 297.42' |

Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD I SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#2402.00
SHEET 7 OF 7

EXHIBIT "J" - CERTIFIED SURVEY MAP

06/09/2022

PLAN | DESIGN | DELIVER

PEG JOB# 2402.00

PINNACLE ENGINEERING GROUP
20725 W. WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM | 262-754-8888

# EXHIBIT A-1

## LEGAL DESCRIPTION OF PROPERTY

Part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 13, Township 2 North, Range 21 East, Village of Somers, Kenosha County, Wisconsin, described as follows:

Commencing at the northwest corner of the Northeast 1/4 of said Section 13; Thence South 01°39'09" East along the west line of said Northeast 1/4, 661.00 feet to the Point of Beginning;

Thence North 89°38'17" East, 330.00 feet;
Thence North 01°39'09" West, 600.98 feet to the south right of way line of 12th Street - County Trunk Highway "E";
Thence the following courses along said south right of way line of 12th Street - County Trunk Highway "E":

North 89°38'17" East, 143.58 feet; South 87°51'25" East, 320.31 feet: South 89°27'09" East, 945.12 feet;
South 33°20'51" East, 30.94 feet to the westerly right of way line of West Frontage Road and a point on a curve;

Thence the following courses along said westerly right of way line of West Frontage Road:

Southeasterly 1003.69 feet along the arc of said curve to the left, whose radius is 1405.00 feet and whose chord bears South 20°52'22" East, 982.48 feet; South 41°20'16" East, 328.98 feet to a point of curvature; Southeasterly 521.62 feet along the arc of said curve to the right, whose radius is 1335.00 feet and whose chord bears South 30°08'40" East, 518.31 feet; South 05°41'10" East, 120.28 feet; South 22°45'09" East, 113.73 feet to a point on a curve; Southeasterly 167.28 feet along the arc of said curve to the right, whose radius is 1335.00 feet and whose chord bears South 05°25'01" East, 167.17 feet; South 01°49'38" East, 224.75 feet; North 88°10'22" East, 15.00 feet; South 01°49'38" East, 297.42 feet to the south line of said Northeast 1/4;

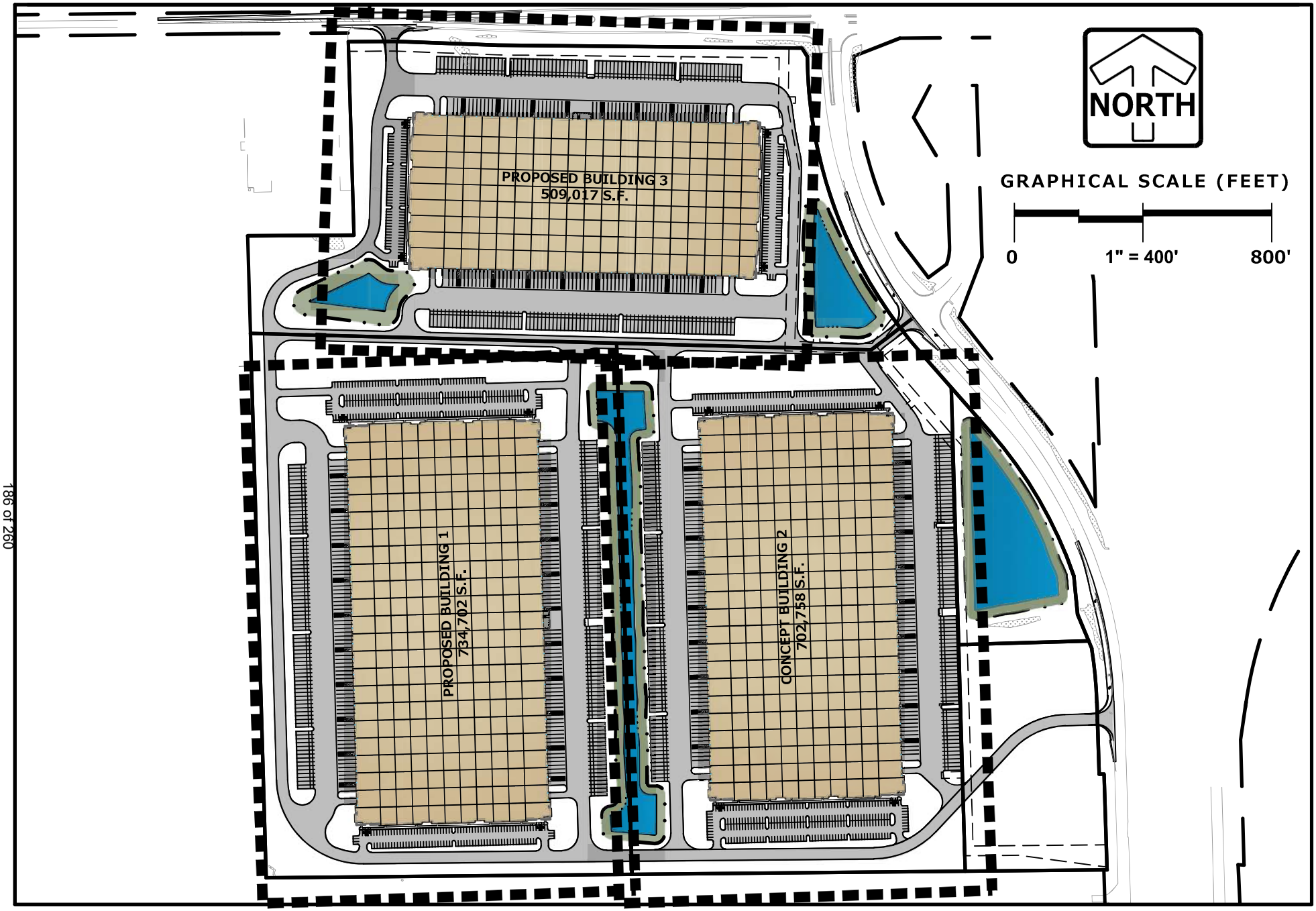
Thence South 89°27'40" West along said south line, 2611.97 feet to the aforesaid west line of the Northeast 1/4; Thence North 01°39'09" West along said west line, 1994.16 feet to the Point of Beginning.

Containing 5,589,821 Square Feet (128.3246 Acres) of land Gross, more or less.

**EXHIBIT B**

**SITE PLAN**

[SEE ATTACHED]






# EXHIBIT "B" - SITE PLAN

04/19/22

**PINNACLE** ENGINEERING GROUP
20725 W. WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM | 262-754-8888

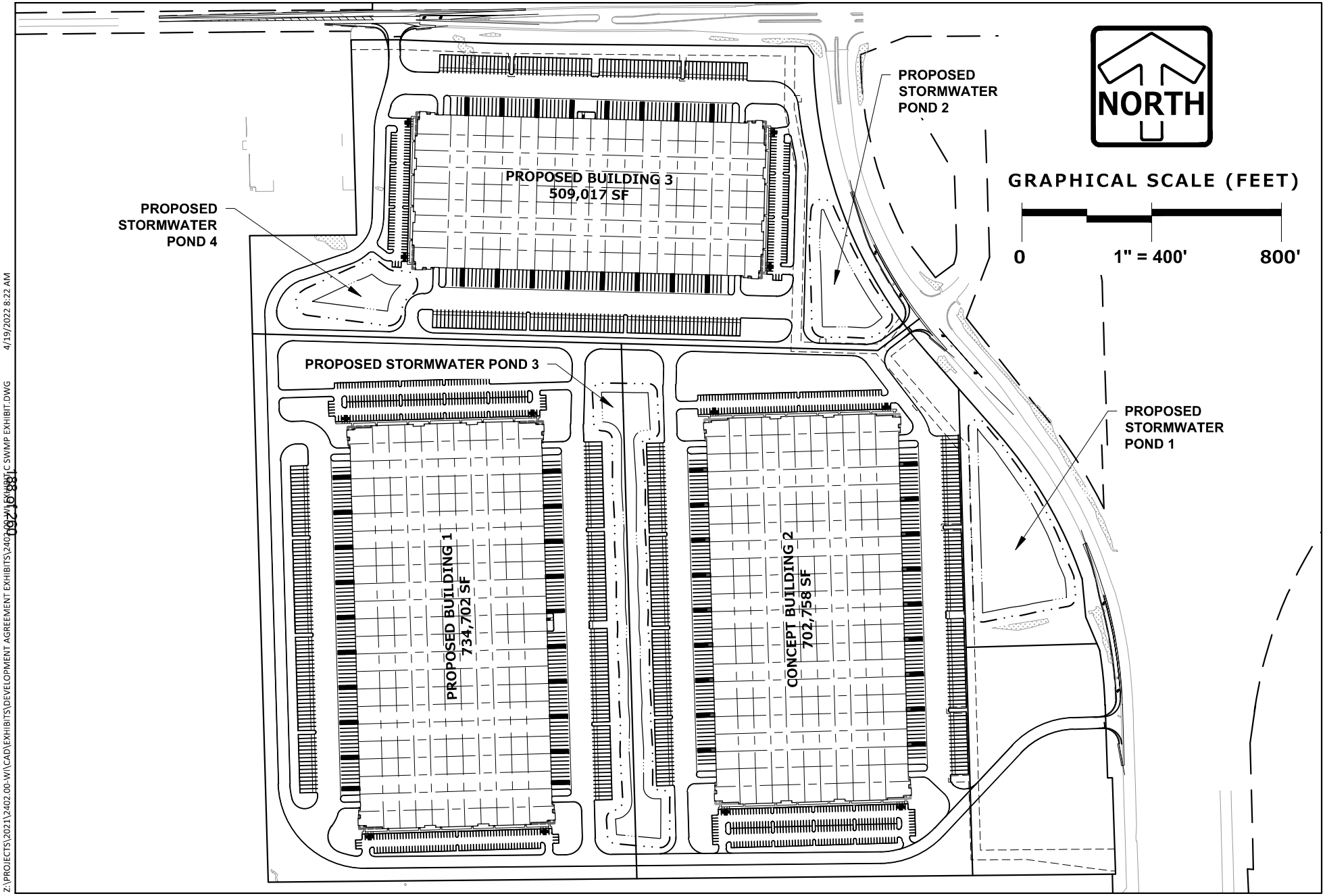
**PLAN | DESIGN | DELIVER**

PEG JOB# 2402.00

**EXHIBIT C**

**STORMWATER PLAN**

[SEE ATTACHED]




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# EXHIBIT "C" - STORMWATER PLAN

04/19/2022


PINNACLE ENGINEERING GROUP

20725 W. WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM | 262-754-8888

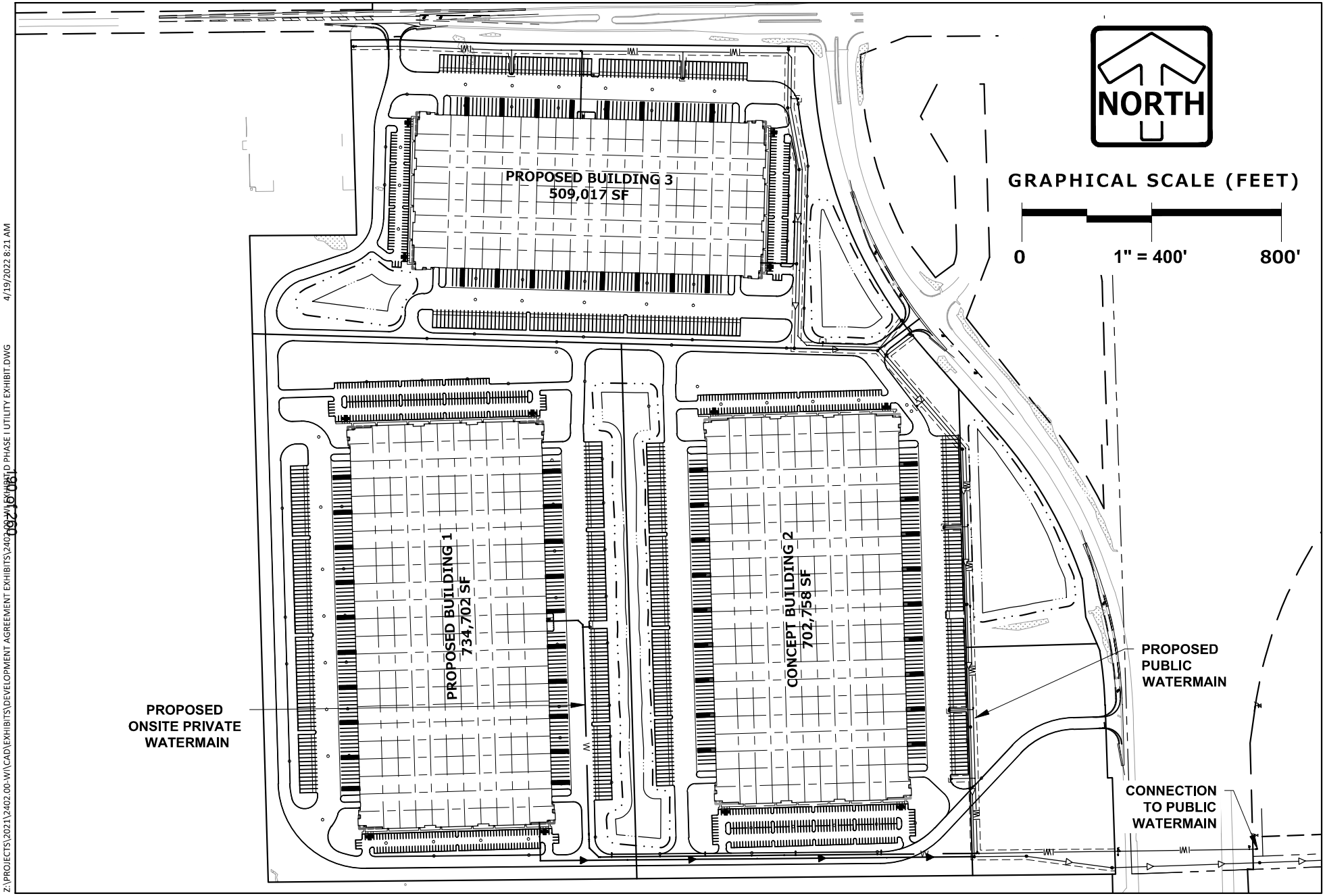

PLAN | DESIGN | DELIVER

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**EXHIBIT D**

**WATERMAIN PLAN**

[SEE ATTACHED]




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# EXHIBIT "D" - WATERMAIN PLAN

04/19/2022

**PINNACLE** ENGINEERING GROUP
20725 W. WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM | 262-754-8888

**PLAN | DESIGN | DELIVER**

PEG JOB# 2402.00

# EXHIBIT E

## Letter of Credit

[TO BE ATTACHED]

# IRREVOCABLE LETTER OF CREDIT
# NUMBER _____

Issue Date:
Beneficiary: Village of Somers, Kenosha County, Wisconsin
Amount: $ _____
Expiration Date: _____, 20___

Gentlemen:

_____ ("Bank") hereby establishes, at the request of and for the account of _____ , in favor of the Village of Somers, Wisconsin ("Beneficiary"), our Irrevocable Letter of Credit Number _____ for the sum or sums not exceeding _____
($ _____ ) Dollars (the "Credit Amount") available , 20_____, and expiring on _____ , 20_____ (the "Expiration Date"). The Credit Amount is available to Beneficiary against presentation of Beneficiary's draft(s) at sight drawn on Bank at _____ .
Bank Address

Each request drawn under this Letter of Credit must be accompanied by:

(i) an original executed Sight Draft, in the form attached hereto as Annex A (the "Sight Draft");

(ii) an original executed certification, in the form of a letter, on Beneficiary's letterhead, in the form attached hereto as Annex B (the "Certification"); and

(iii) this original Letter of Credit, so that the amount of any partial draw upon this Letter of Credit can be marked or reflected thereon, prior to being returned to the Beneficiary, or so that this Letter of Credit can be retained and canceled if the entire balance or remaining balance or the Credit Amount is drawn hereunder.

This Letter of Credit shall expire on the earlier to occur of:

(i) the Expiration Date;

(ii) the date on which Beneficiary surrenders this Letter of Credit to Bank for cancellation; or

(iii) payment at nay time by Bank of the entire balance or the remaining balance of the Credit Amount. If the Expiration Date of this Letter of Credit is not a business day (as defined below), then this Letter of Credit shall expire at Bank's close of business on the first business day (as defined below) thereafter. Beneficiary shall promptly deliver this Letter of Credit to Bank upon expiry.

We hereby engage with the Beneficiary that all drafts drawn under and in strict compliance with the terms of this Letter of Credit will be duly honored by us upon presentation to Bank of the applicable Sight Draft, the Certification and the Letter of Credit as specified above at the aforesaid address during Bank's business hours and any day on which Bank is open for business (a "business day") through the Expiration Date.

The Credit Amount of this Letter of Credit shall be automatically reduced by the amount of any previous payments by Bank hereunder, regardless of whether any such payment is marked or reflected on this Letter of Credit.

The Bank hereby undertakes and engages that all demands made in conformity with this Letter of Credit will be duly honored upon presentation. If, within three (3) days after the date of any demand for payment (which shall be made in conformity with this Letter of Credit) is presented, the Bank fails to honor the same, the Bank agrees to pay all attorneys fees, court costs and other expenses incurred by Village in enforcing the terms of this Letter of Credit.

This Letter of Credit is irrevocable and unconditional. This Letter of Credit sets forth in full the terms of bank's undertaking, and this undertaking shall not in any way be modified, amended or amplified by references to any document, instrument or agreement referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

This Letter of Credit is not transferrable or assignable, except with the prior written consent of Bank. Please address all correspondences regarding this Letter of Credit to the attention of _____ , mentioning our reference number as it appears above.

Sincerely,

_____BANK

By:

ANNEX A

(TO _____ BANK)
Letter of Credit No. _____

SIGHT DRAFT

DRAWN UNDER _____BANK IRREVOCABLE LETTER OF CREDIT NO.

Amount:
Date:

At sight pay to the order of THE VILLAGE OF SOMERS, WISCONSIN:

Amount:

_____
(Beneficiary)

By:_____
Name

Its: _____
Title

To: _
Address:

_____

# ANNEX B

**(To Bank)**
**Letter of Credit No.**

_____
Bank Address

_____

_____

Attention:

Gentlemen:

The undersigned holds the office and position set forth below and is authorized to make the certification herein provided on behalf of THE VILLAGE OF SOMERS, WISCONSIN ("Beneficiary"). Beneficiary hereby certifies to _____ (the "Bank") as follows:

That the amount of the accompanying sight draft is due and payable to THE VILLAGE OF SOMERS, WISCONSIN pursuant to that certain Master Development Agreement by and between the Village of Somers, Kenosha County, Wisconsin, the Village of Somers Utility District and the Village of Somers Water Utility, and Flint 94 Commerce Center, LLC.

_____

(Beneficiary)

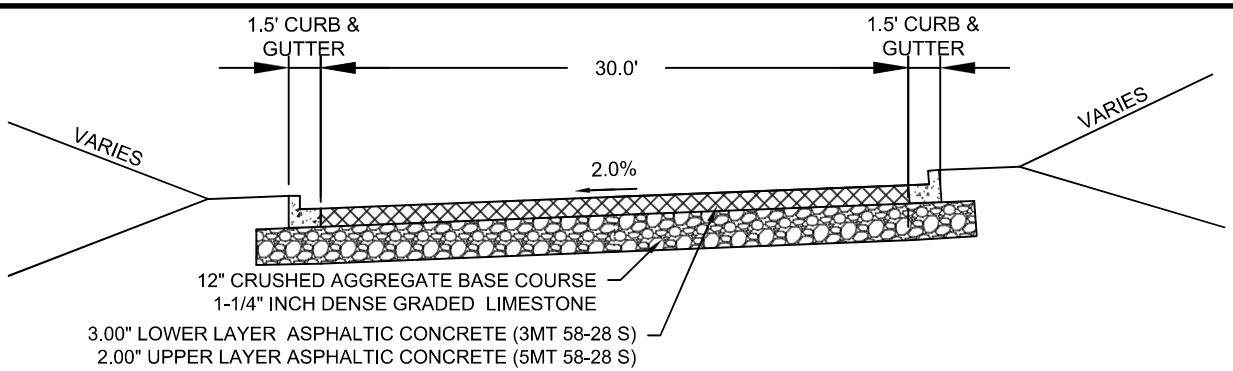
By: _____
Name

Its: _____ Title

**EXHIBIT F**

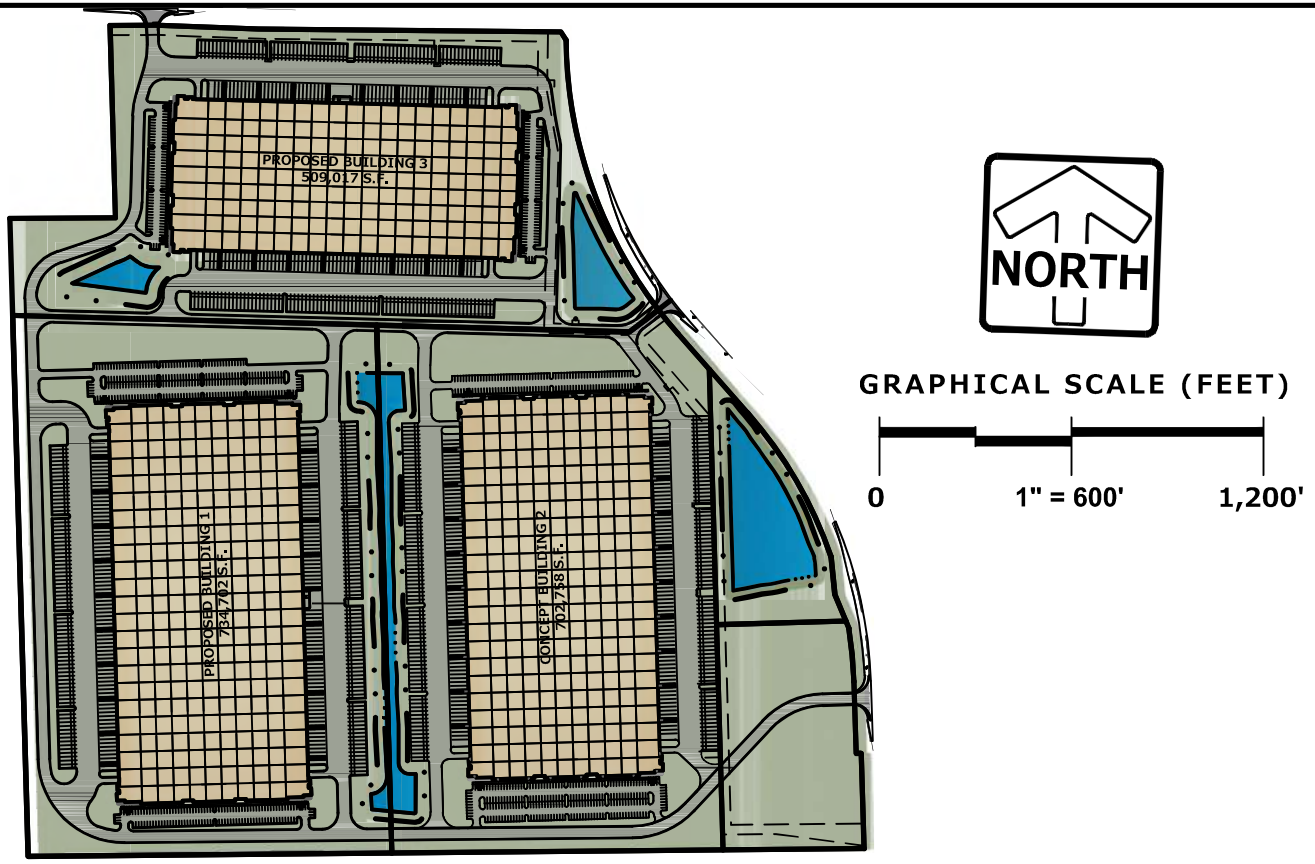
**ROAD PLAN**

[SEE ATTACHED]




**TYPICAL FINISHED SECTION**

**PRIVATE ROAD**




# EXHIBIT "E" - TYPICAL ROAD SECTION

04/19/2022

PINNACLE ENGINEERING GROUP
20725 W. WATERTOWN RD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM | 262-754-8888

PLAN | DESIGN | DELIVER

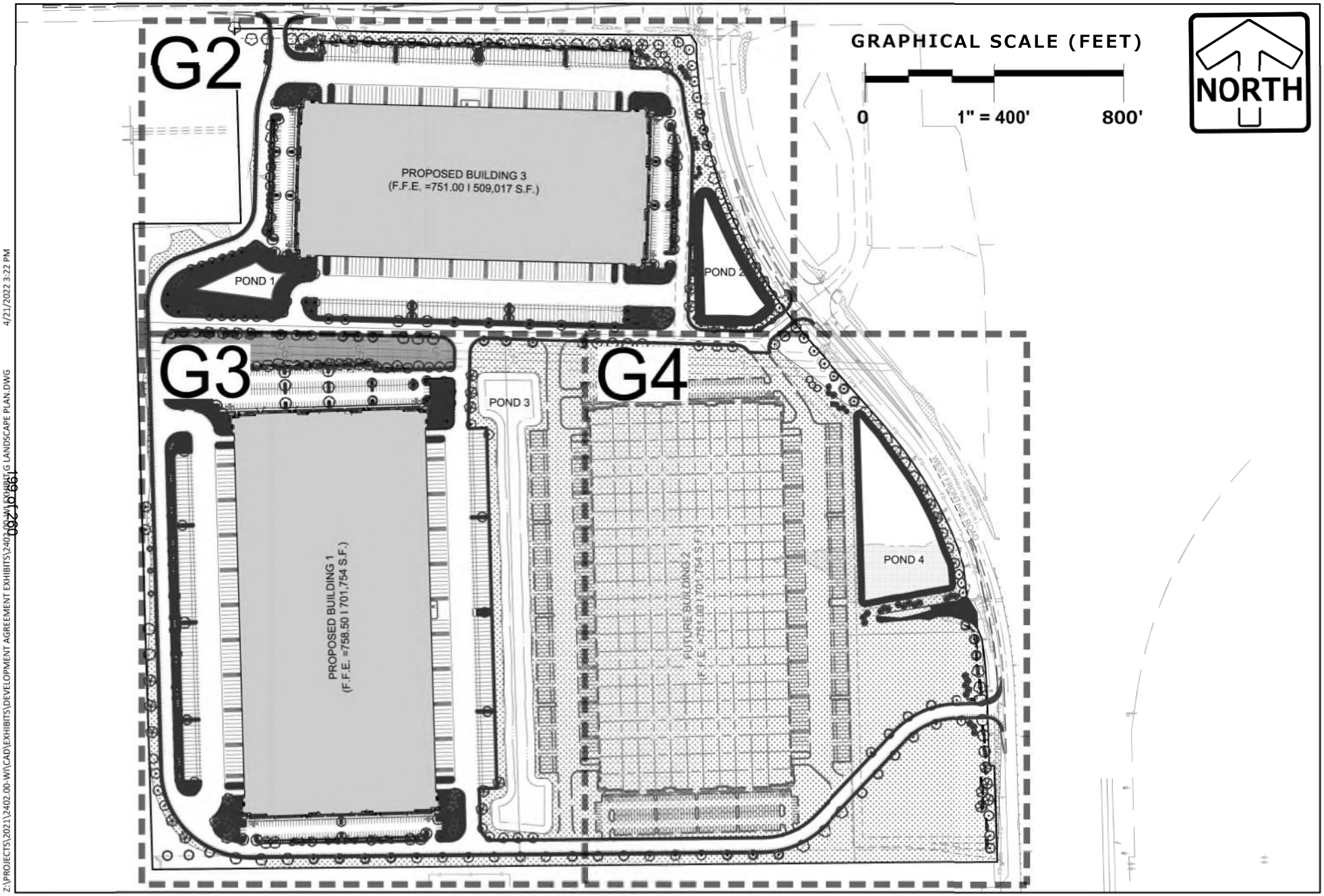
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**EXHIBIT G**

**LANDSCAPE PLAN**

[SEE ATTACHED]




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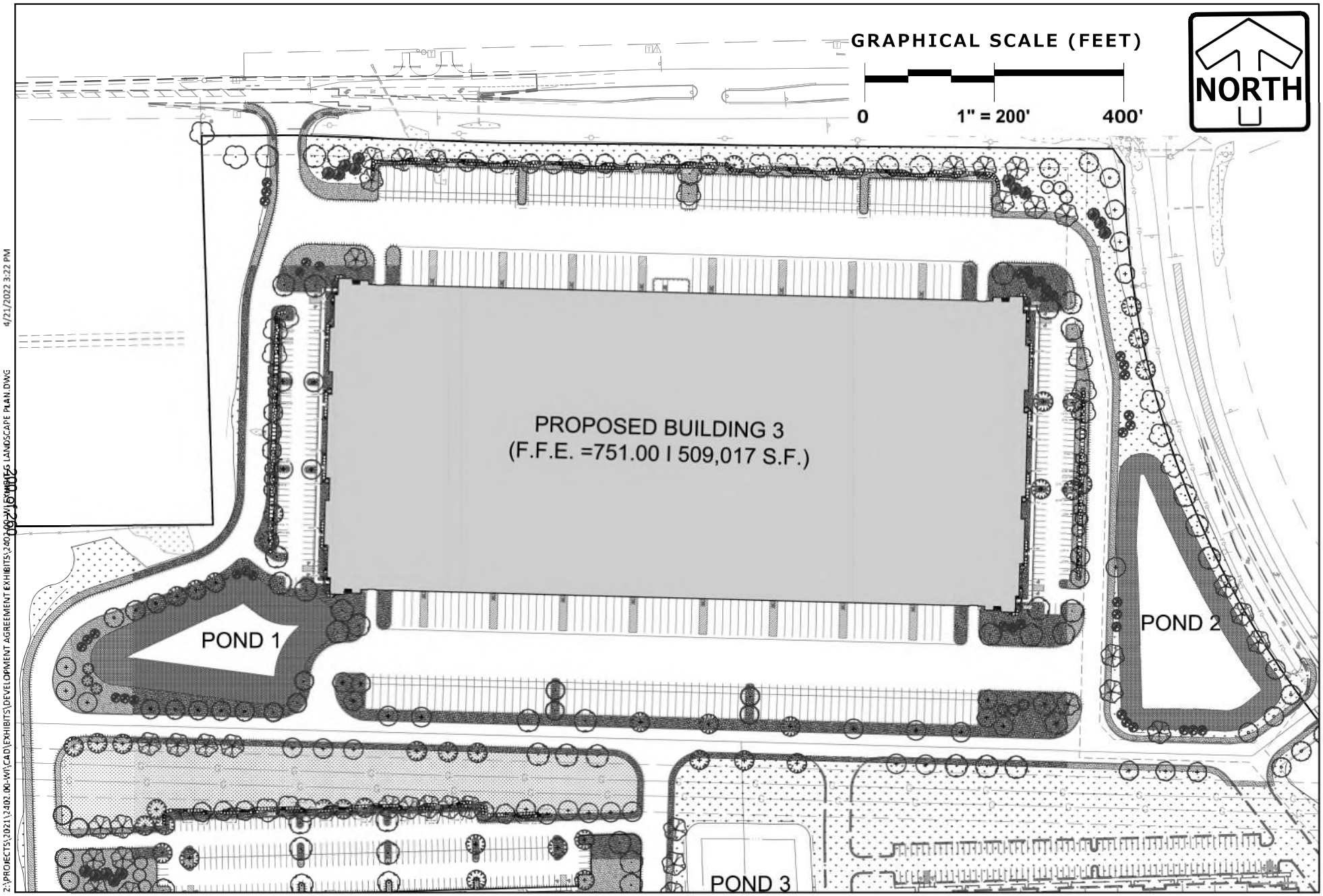
# LANDSCAPE PLAN OVERVIEW

04/21/2022

**PINNACLE** ENGINEERING GROUP
20725 W. WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM | 262-754-8888

**PLAN | DESIGN | DELIVER**

**PEG JOB#** 2402.00




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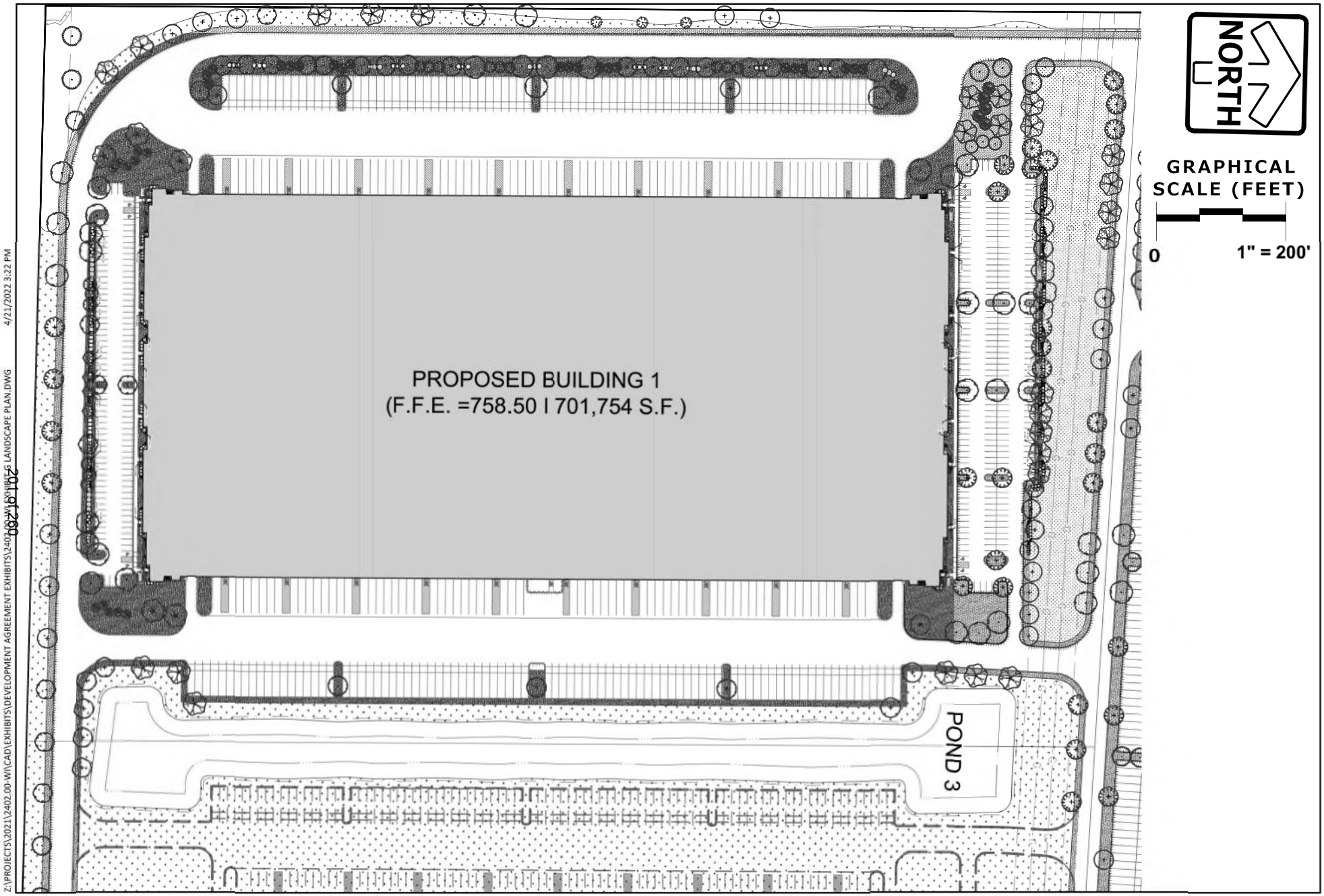
# LANDSCAPE PLAN OVERVIEW

04/21/2022

**PINNACLE** ENGINEERING GROUP
20725 W. WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM | 262-754-8888

**PLAN | DESIGN | DELIVER**

PEG JOB# 2402.00




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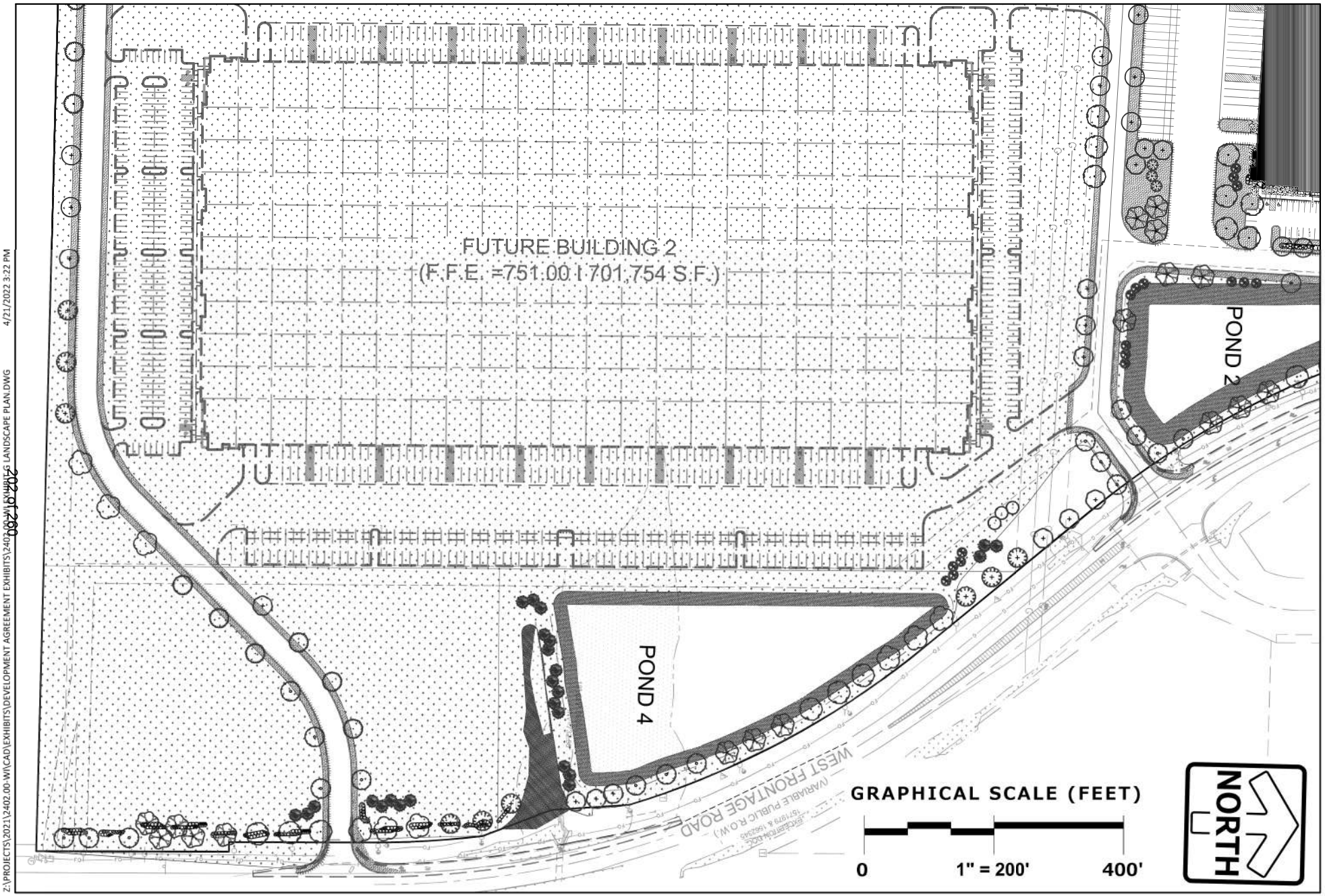
# LANDSCAPE PLAN OVERVIEW

04/21/2022

**PINNACLE** ENGINEERING GROUP
20725 W. WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM | 262-754-8888

**PLAN | DESIGN | DELIVER**

PEG JOB# 2402.00




# LANDSCAPE PLAN OVERVIEW

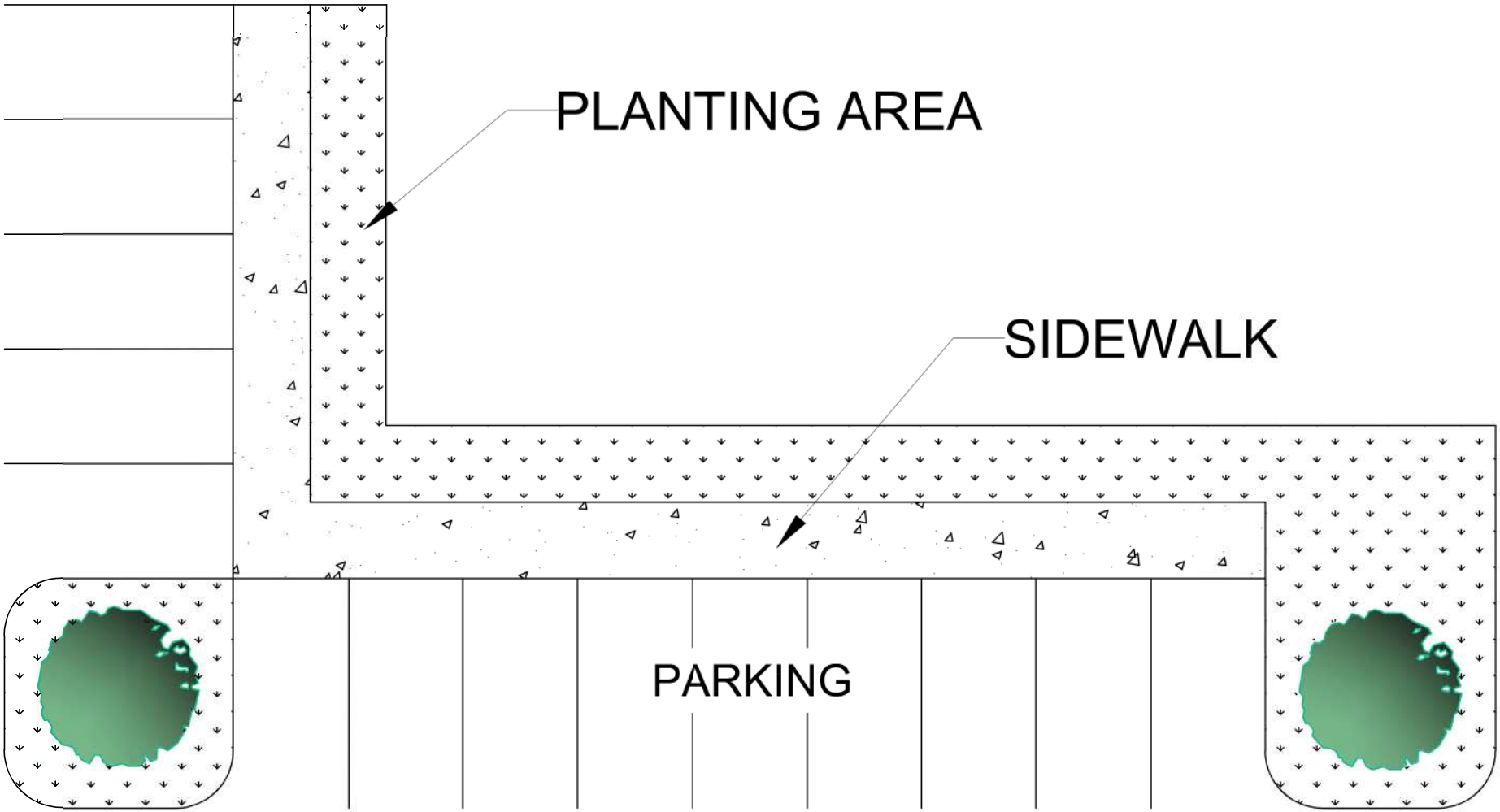
04/21/2022

**PINNACLE** ENGINEERING GROUP
20725 W. WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM | 262-754-8888

**PLAN | DESIGN | DELIVER**

PEG JOB# 2402.00

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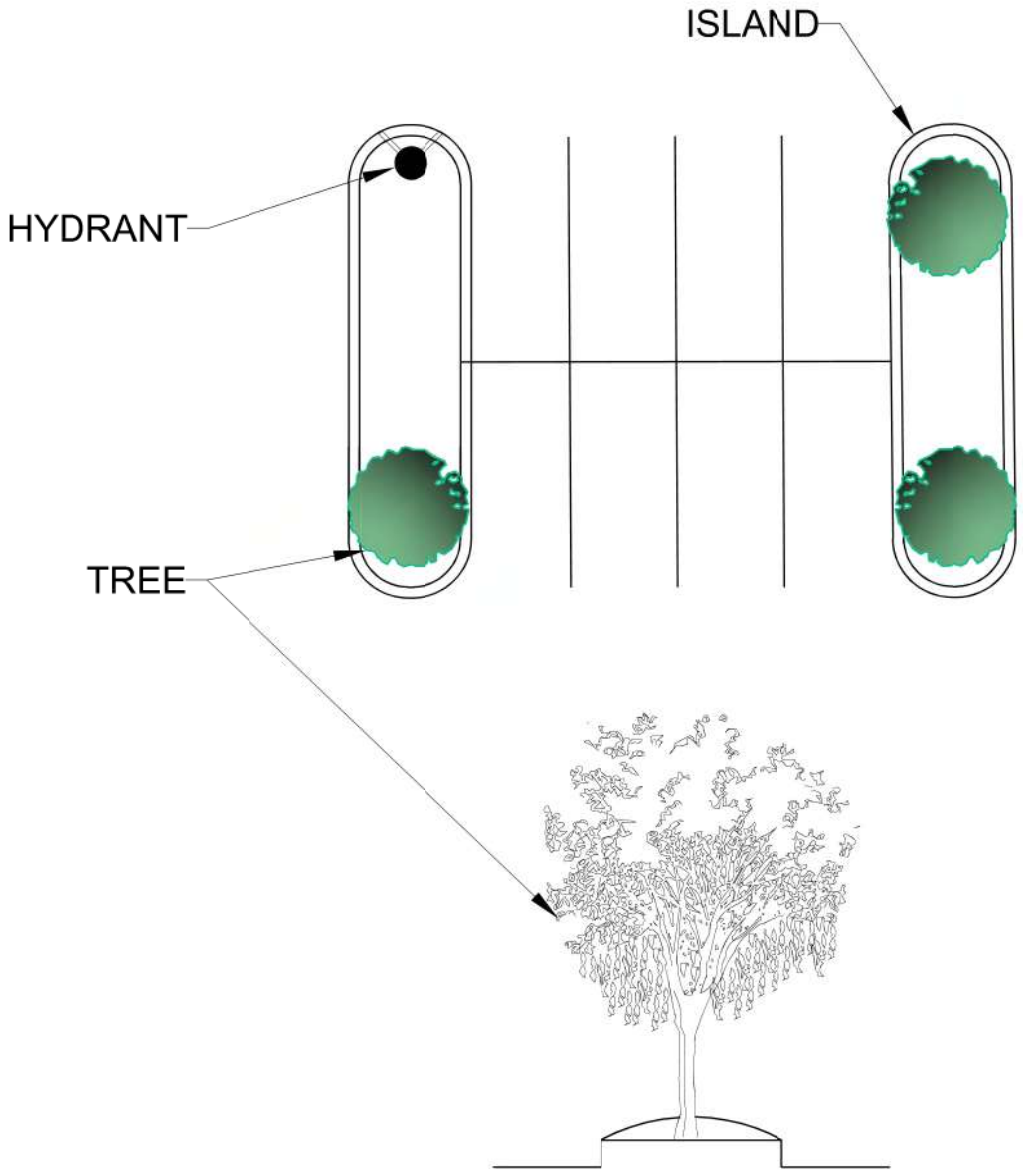



# PHASE I FOUNDATION PLANTING

20725 W. WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM | 262-754-8888

PEG JOB# 2402.00

# TYPICAL PARKING LOT PLANTING ISLAND






# PHASE I ISLAND PLANTING

04/21/2022

**PINNACLE** ENGINEERING GROUP
20725 W. WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 |WWW.PINNACLE-ENGR.COM | 262-754-8888

**PLAN | DESIGN | DELIVER**

PEG JOB# 2402.00

**EXHIBIT H**

**PHOTOMETRICS PLAN**

[SEE ATTACHED]

GREEN RENU TECHNOLOGIES
11610 W. Ranson Ave.
Franklin, WI 53132
(414) 897-1420

Remarks:

Project:
Flint 94 Commerce Center

Project Location:
120th & 194
Somers, Wisconsin

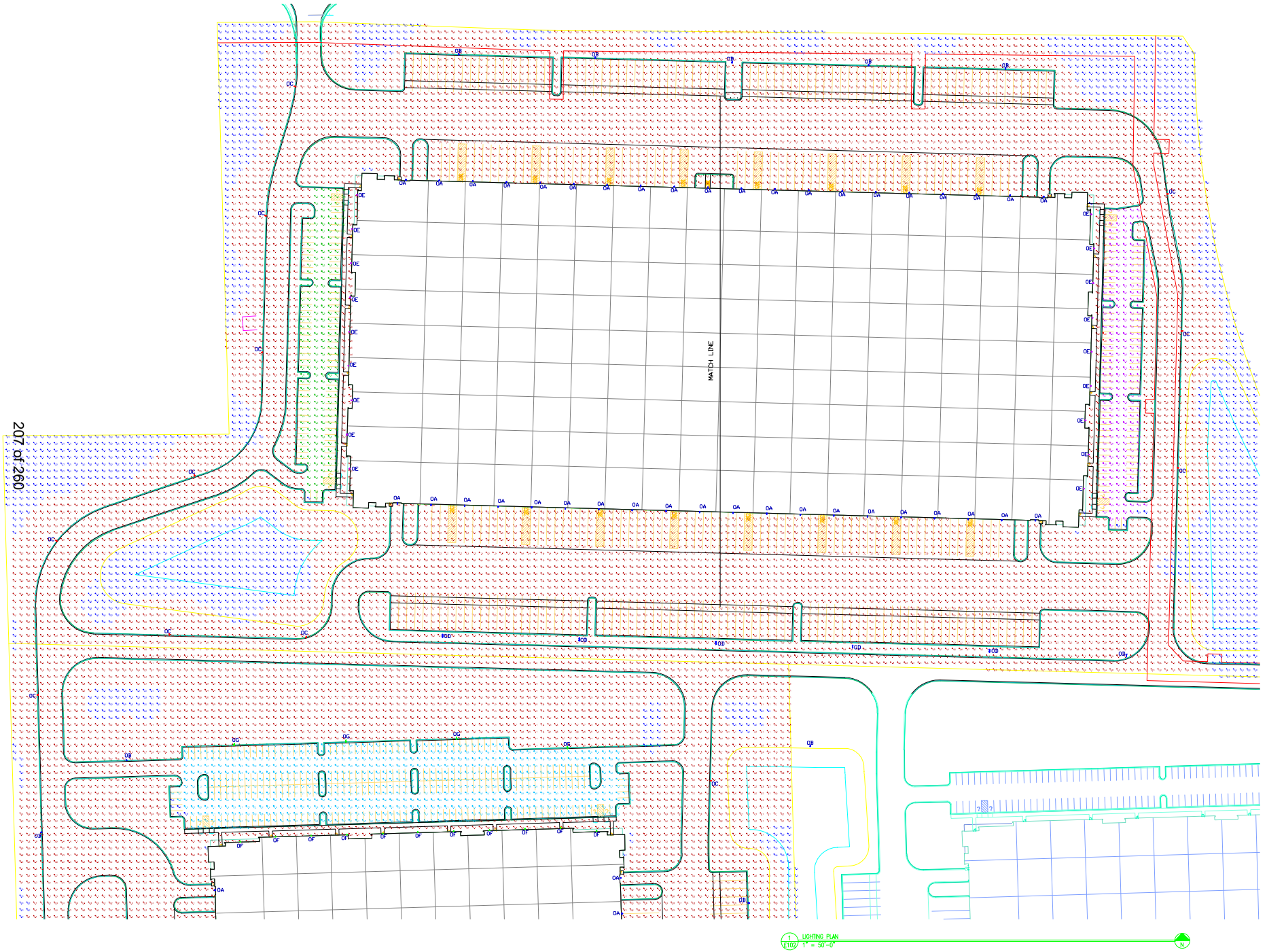
Date: 04/25/2022
Drawn By: JDP
Project Number: .

E101
Exterior Lighting Plan Building 1
Scale: 1"=50'-0"




Statistics

| Description | Symbol | Avg | Max | Min | Max/Min | Avg/Min |
|---|---|---|---|---|---|---|
| Parking Lot | + | 3.1 fc | 12.7 fc | 0.1 fc | 127.0:1 | 31.0:1 |
| Parking Lot Entry | + | 2.1 fc | 5.4 fc | 0.1 fc | 54.0:1 | 21.0:1 |
| Parking Lot Exit | + | 2.1 fc | 5.4 fc | 0.1 fc | 54.0:1 | 21.0:1 |
| Parking Lot Front | + | 3.1 fc | 12.7 fc | 0.1 fc | 127.0:1 | 31






GREEN RENU TECHNOLOGIES
11610 W. Rawson Ave.
Franklin, WI 53132
(414) 897-1420

Remarks:

Project:
Flint 94 Commerce Center

Project Location:
120th & I94
Somers, Wisconsin

Date:
04/25/2022

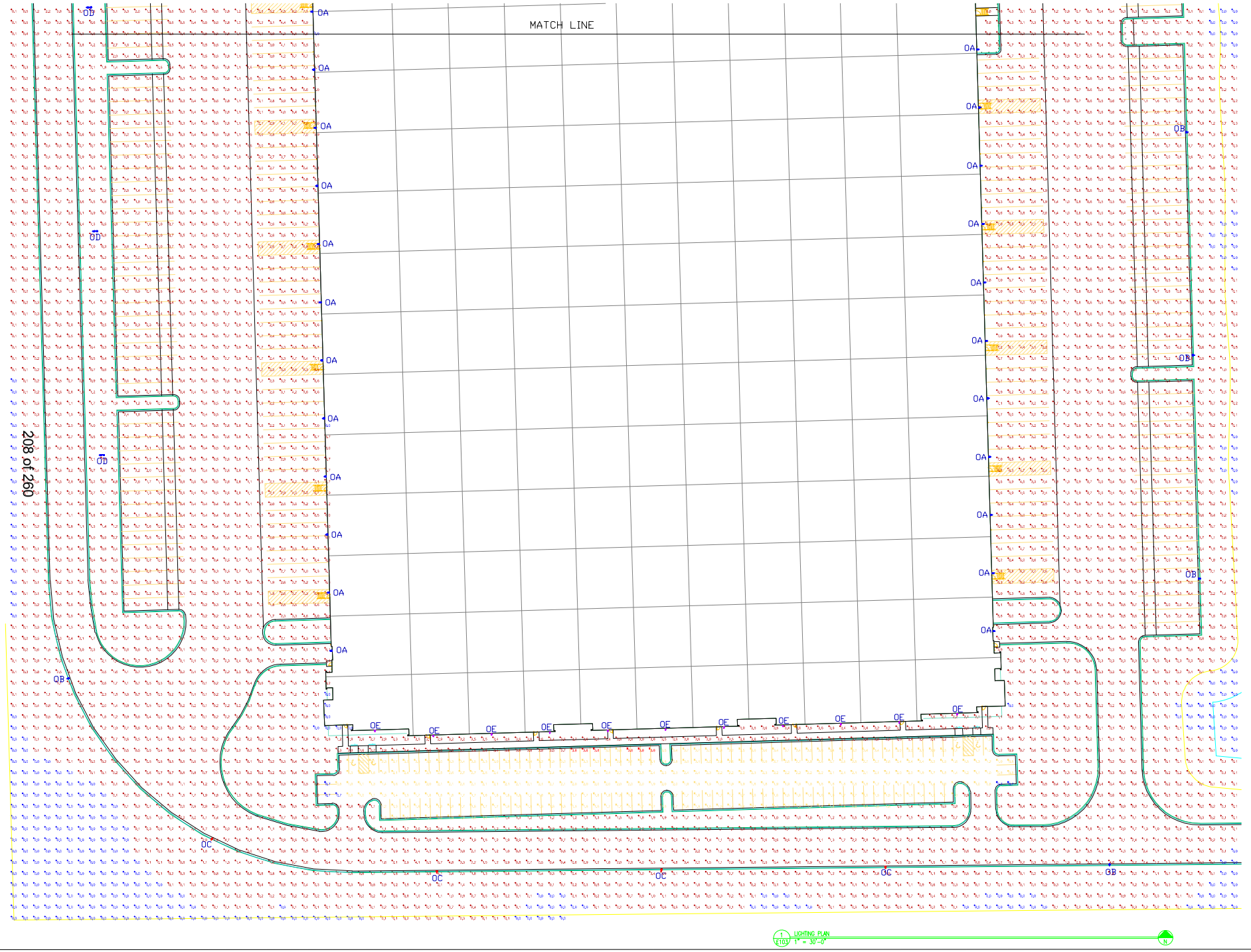
Drawn By:
JDP

Project Number:
.

Exterior Lighting Plan Building 3

Scale:
1"=50'-0"

E102




1 LIGHTING PLAN
E103 1" = 30'-0"



GREEN RENU TECHNOLOGIES
11610 W. Rawson Ave.
Franklin, WI 53132
(414) 897-1420

Remarks:

Project:
Flint 94 Commerce Center

Project Location:
120th & 194
Somers, Wisconsin

Date:
04/25/2022

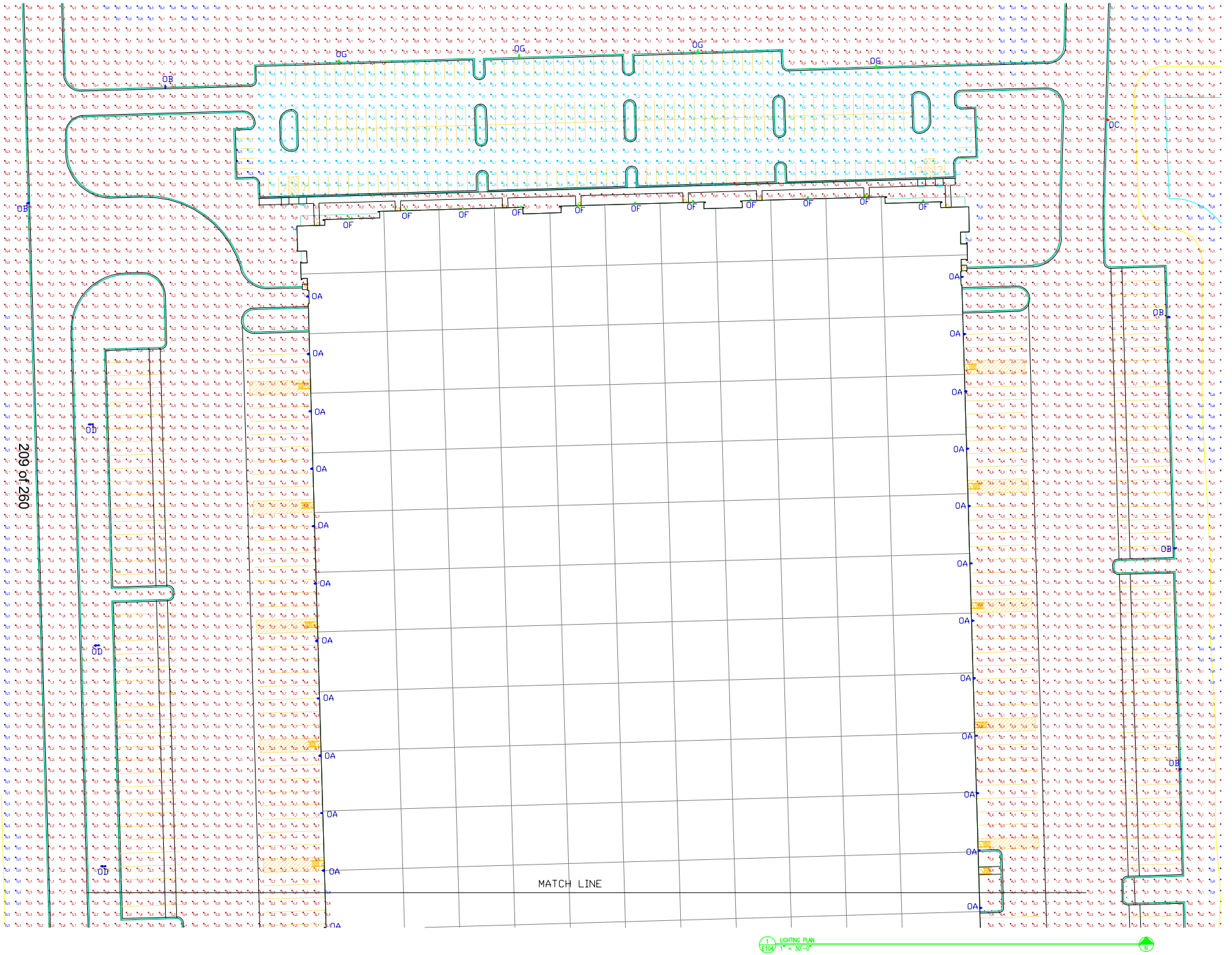
Drawn By:
JDP

Project Number:
.

South Parking Building 1

Scale:
1"=30'-0"

E103






GREEN RENU TECHNOLOGIES
11610 W. Rawson Ave.
Franklin, WI 53132
(414) 897-1420

Remarks:

Project:
Flint 94 Commerce Center

Project Location:
120th & I94
Somers, Wisconsin

Date:
04/25/2022

Drawn By:
JDP

Project Number:
.

North Parking Building 1

Scale:
1"=30'-0"

E104

GREEN RENU TECHNOLOGIES
11610 W. Hanson Ave.
Hales Corners, WI 53130
(414) 897-1420

Remarks:

Project: Flint 94 Commerce Center

Project Location: 120th & 194 Somers, Wisconsin

Date: 04/25/2022
Drawn By: JDP
Project Number: .

West Parking Building 3

Scale: 1"=30'-0"

E105

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Lighting Fixtures Industry Standards | GREEN RENU TECHNOLOGIES 11610 W. Hanson Ave. Hales Corners, WI 53130 (414) 897-1420 | Remarks: | Project: Flint 94 Commerce Center | Project Location: 120th & 194 Somers, Wisconsin | Date: 04/25/2022 | Drawn By: JDP | Project Number: . | West Parking Building 3 | Scale: 1"=30'-0" | E106 |

# EXHIBIT I

## BUILDING DESIGN

[SEE ATTACHED]

## Exterior Materials and Finishes:

tilt-up concrete panels:

P1 - color: Sherwin Williams SW7063 "Nebulous White"

P2 - color: Sherwin Williams SW7071 "Gray Screen"

P3 - color: Sherwin Williams SW7074 "Software"

P4 - color: Sherwin Williams SW7024 "Slate Tile"

Sherwin Williams Conflex UltraCrete solvent borne coating (medium texture) or by equal manufacturer such as Tex-Cote 300 Ultra-Tex w the basis of design for texture on all concrete panels. Finish paint SW A-100 Exterior Latex Flat or Tex-Cote D.T. Color Cote shall be installed over texture coat per manufacturer's recommendations.

caulk:
Sikaflex 2C or equal, caulking colors selected to match adjacent walls

storefront:
thermally broken, anodized aluminum frame, color: clear

EIFS canopies and bands:
1" and 4" thickness EIFS systems. fine finish, color: P4: Sherwin Williams SW7024 Slate Tile

glass:
1" insulated clear low E glass with argon fill
*use ROLANDAN 40 as base (forward U-value .29) min.

prefinished metal cap flashing, gutters, downspouts, and scuppers:
color 1: Firestone "Slate Gray"
color 2: Firestone "Charcoal Gray" with EIFS canopies

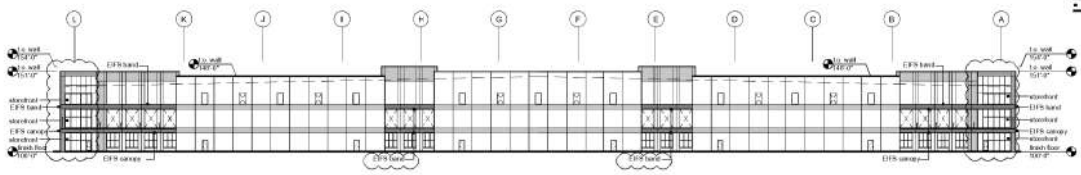
exterior hollow metal doors and frames paint to match adjacent wall:
Sherwin Williams SW7063 Nebulous White (P-1)
Sherwin Williams SW7074 Software (P-3)
Industrial Enamel, semi-gloss, (1 coat primer, 2 coats paint to cover)

bollards:
galvanized, paint safety yellow

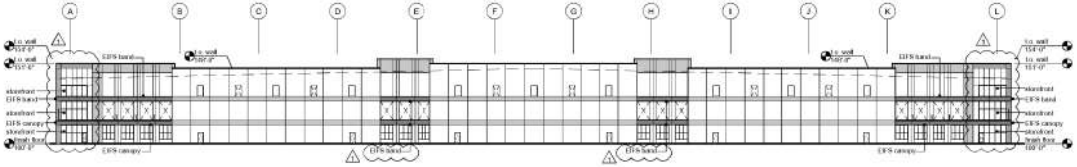
overhead doors:
prefinished, manufacturer's standard gray

dock seals:
dark gray

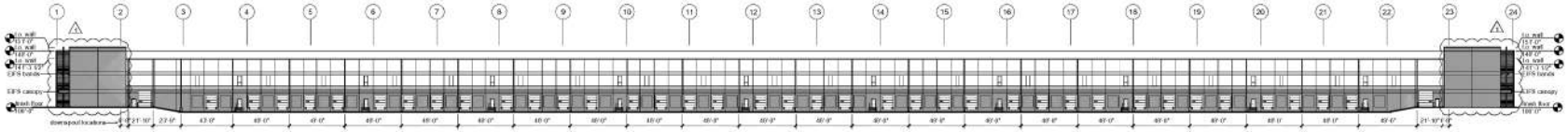
dock levelers:
manufacturer's standard gray



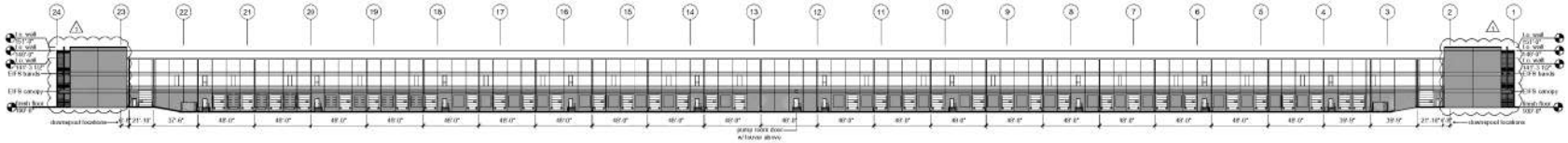
1 North Elevation
scale: 1/32" = 1'-0"



2 South Elevation
scale: 1/32" = 1'-0"



3 West Elevation
scale: 1" = 40'-0"



4 East Elevation
scale: 1" = 40'-0"

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architecture|engineering
4901 Indian Creek Parkway
Overland Park, KS 66207
phone: 913.451.8260
fax: 913.451.8261
www.davidsonae.com

FLINT

WISCONSIN
DAVID E. ANDERSON
E-22719
ARCHITECT
04.01.2022

a new development for
# Flint 94 Commerce Center
Building 1, 120th & I-94
Village of Somers / Town of Paris, Wisconsin

date
12.09.2021
drawn by
DAE
checked by
DAE
revisions
△1 03.15.2022 permit
△ 04.01.2022

sheet number
**A3.1**
drawing type
permit
project number
21029

## Exterior Materials and Finishes:

tilt-up concrete panels:

P1 - color: Sherwin Williams SW7063 "Nebulous White"

P2 - color: Sherwin Williams SW7071 "Gray Screen"

P3 - color: Sherwin Williams SW7074 "Software"

P4 - color: Sherwin Williams SW7624 "Slate Tile"

Sherwin Williams ConFlex UltraCrete solvent borne coating (medium texture) or by equal manufacturer such as Tnemec 500 Ultra Tex in the base of design for texture on all concrete panels. Finish paint SW A-100 Exterior Latex Flat or Tnemec D.F. Color Color shall be installed over texture coat per manufacturer's recommendations.

caulk:
Sikaflex 2C or equal caulking colors selected to match adjacent walls

storefront:
thermally broken, anodized aluminum frame, color: clear

EIFS canopies and bands:
1" and 4" thermaflex EIFS systems, fine finish, color: P4, Sherwin Williams SW7624 Slate Tile

glass:
1" insulated clear low E glass with argon fill
*spec-SOLARBAN 60 as base (U-value) (U-value) .25 min.

prefinished metal cap flashing, gutters, downspouts and scuppers:
color 1: Finishline "Slate Gray"
color 2: Finishline "Charcoal Gray" with EIFS canopies

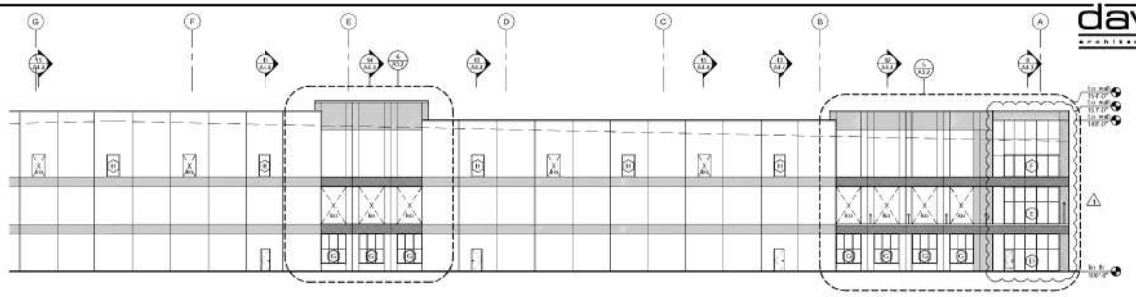
exterior hollow metal doors and frames paint to match adjacent wall:
Sherwin Williams SW7063 Nebulous White (P-1)
Sherwin Williams SW7074 Software (P-3)
Industrial Enamel, wire glass. (1 coat primer, 2 coats paint to cover)

bollards:
galvanized, paint sandy yellow

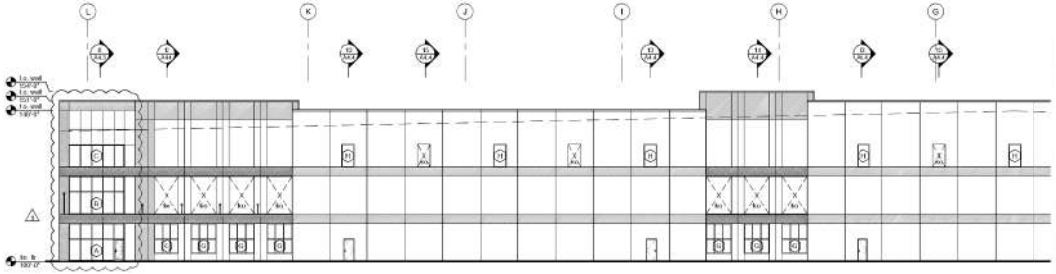
overhead doors:
prefinished, manufacturer's standard gray

dock seals:
dark gray

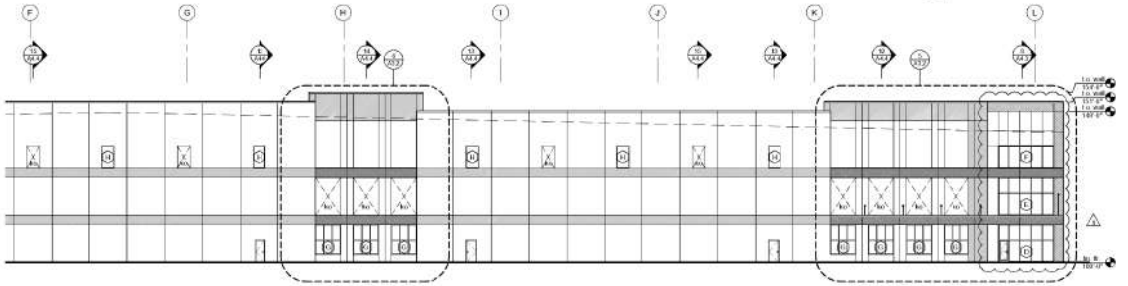
dock levelers:
manufacturer's standard gray



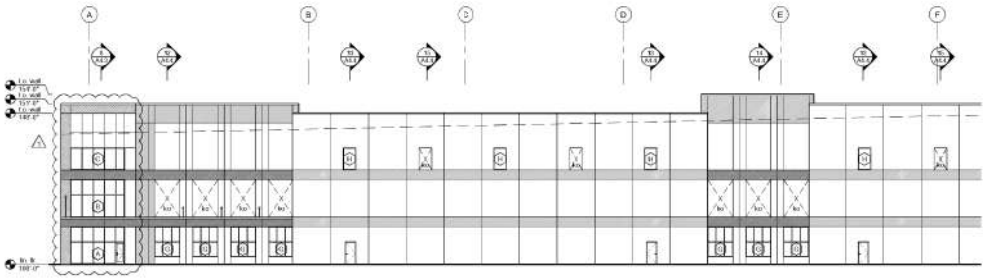
1 Partial North Elevation
scale: 1/16" = 1'-0"



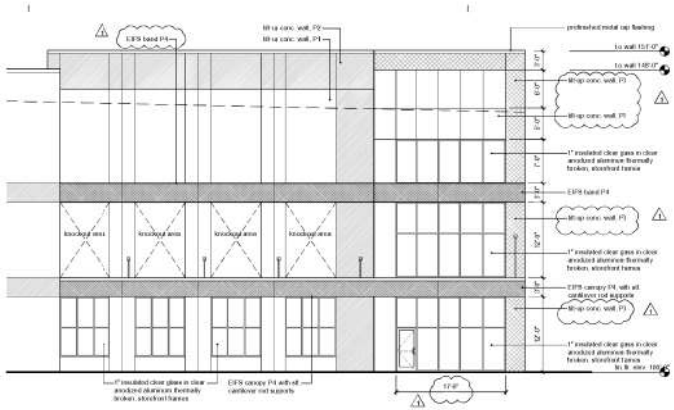
2 Partial North Elevation
scale: 1/16" = 1'-0"



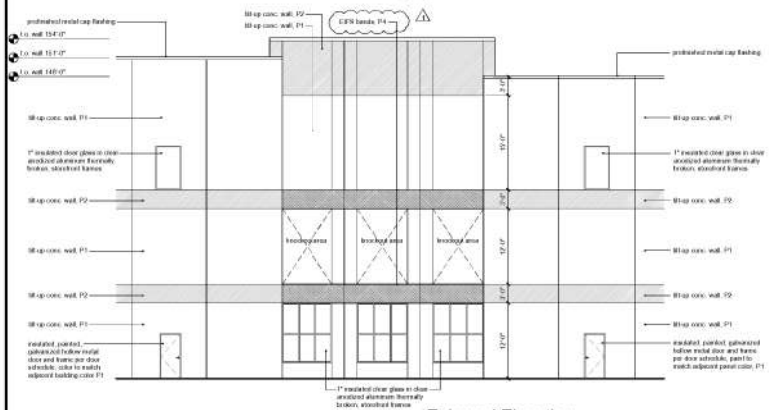
3 Partial North Elevation
scale: 1/16" = 1'-0"



4 Partial North Elevation
scale: 1/16" = 1'-0"



5 Enlarged Elevation
scale: 1/8" = 1'-0"



6 Enlarged Elevation
scale: 1/8" = 1'-0"

davidson
architecture/engineering
4931 Indian Creek Parkway
Overland Park, KS 66207
phone: 913.451.8360
fax: 913.451.8391
www.davidsonae.com

FLINT DEVELOPMENT

WISCONSIN
DAVID E. ANDERSON
E-36261
DAVIDSON ARCHITECTURE & ENGINEERING
MADISON
ARCHITECT
04.01.2022

a new development for
# Flint 94 Commerce Center
Building 1, 120th & I-94
Village of Somers / Town of Paris, Wisconsin

date
02.24.2022
drawn by
DAE
checked by
DAE
revisions
03.15.2022 01
04.01.2022 permit

sheet number
**A3.2**
drawing type
permit
project number
21029

## Exterior Materials and Finishes:

tilt-up concrete panels:

P1 - color: Sherwin-Williams SW7063 "Nebulous White"

P2 - color: Sherwin-Williams SW7071 "Gray Screen"

P3 - color: Sherwin-Williams SW7674 "Software"

P4 - color: Sherwin-Williams SW7624 "Static Tile"

Sherwin-Williams CoroTuff UltraCrete solvent-borne coating (medium texture) or by equal manufacturer such as Tnemec Color 300 Ultra Tint is the basis of design for texture on all concrete panels. Finish paint SW A-100 Exterior Latex Flat or Tnemec Color 07F. Color Color shall be installed over texture coat per manufacturer's recommendations.

caulk:
Sikaflex 2C or equal, caulking colors selected to match adjacent walls

storefront:
thermally broken anodized aluminum frame, color: clear

EIFS canopies and bands:
1" and 4" thick EIFS systems, fine finish, color: P4, Sherwin-Williams SW7624 Static Tile

glass:
1" insulated clear/clear E glass with argon fill
*min SCL/SSGN fill per base (b) exact U value .25 max

prefinished metal cap flashing, gutters, downspouts, and scuppers:
color 1: Finishline "Static Gray"
color 2: Finishline "Charcoal Gray" with EIFS canopies

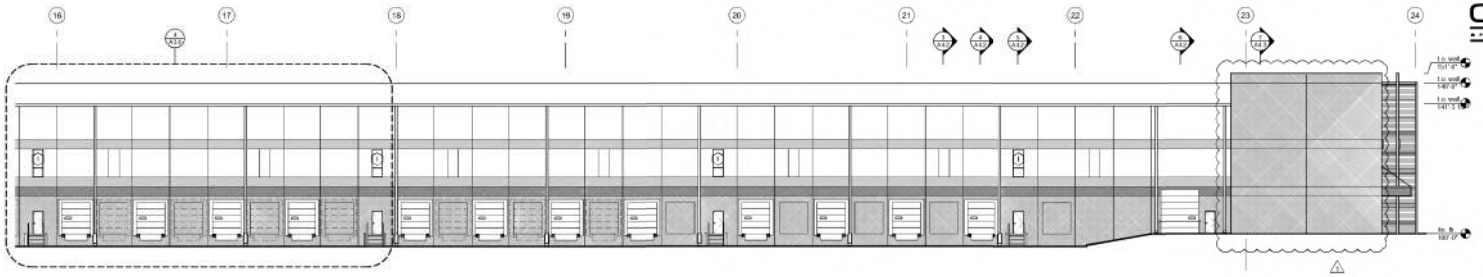
exterior hollow metal doors and frames paint to match adjacent wall:
Sherwin Williams SW7063 Nebulous White (P-1)
Sherwin Williams SW7074 Software (P-3)
Industrial Enamel, semi-gloss, (1 coat primer, 2 coats paint to cover)

bollards:
galvanized, paint safety yellow

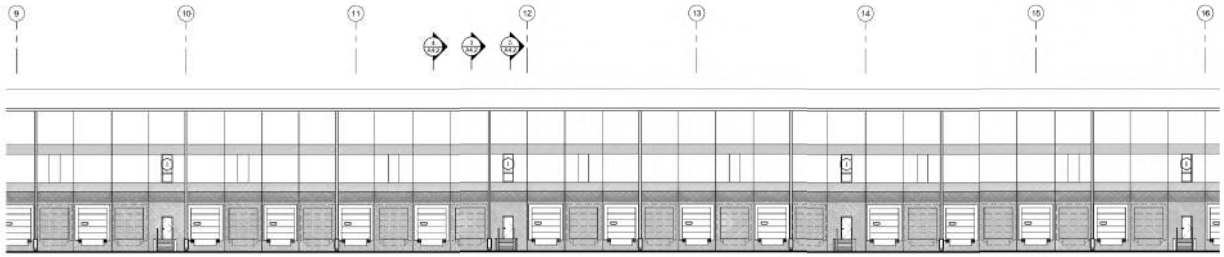
overhead doors:
prefinished, manufacturer's standard gray

dock seals:
dark gray

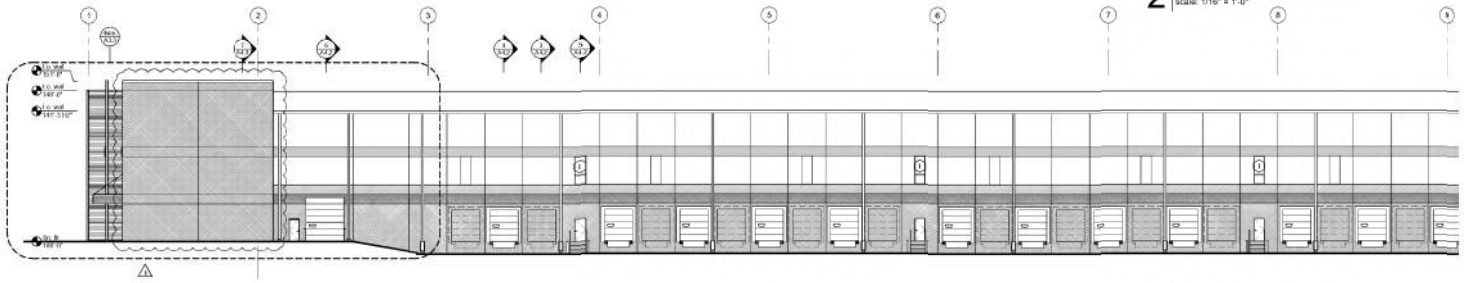
dock levelers:
manufacturer's standard gray



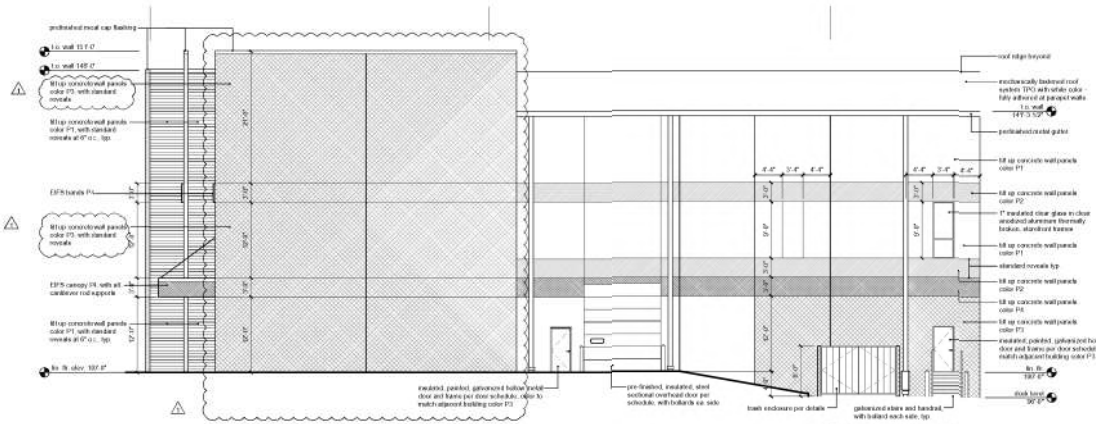
1 Partial West Elevation
scale: 1/16" = 1'-0"



2 Partial West Elevation
scale: 1/16" = 1'-0"



3 Partial West Elevation
scale: 1/16" = 1'-0"



4 Enlarged Elevation
scale: 1/8" = 1'-0"


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architecture&engineering
4901 Indian Creek Parkway
Overland Park, KS 66207
phone: 913.451.9300
fax: 913.451.9391
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FLINT DEVELOPMENT

04.01.2022

a new development for

# Flint 94 Commerce Center

Building 1, 120th & I-94
Village of Somers / Town of Paris, Wisconsin

date
02.24.2022
drawn by
DAE
checked by
DAE
revisions
03.15.2022 01
04.01.2022 permit

sheet number
**A3.3**

drawing type
permit

project number
21029

## Exterior Materials and Finishes:

tilt-up concrete panels:

P1 - color: Sherwin-Williams SW7063 "Nebulous White"

P2 - color: Sherwin-Williams SW7071 "Gray Screen"

P3 - color: Sherwin-Williams SW7074 "Software"

P4 - color: Sherwin-Williams SW7624 "Slate Tile"

Sherwin-Williams ConFlex UltraCrete solvent borne coating (medium texture) or by equal manufacturer/match as Tex-Cote 300 Ultra-Tex is the basis of design for texture on all concrete panels. Finish paint SW A-100 Exterior Latex Flat or Tex-Cote GF. Color Cote shall be installed over texture coat per manufacturer's recommendations.

caulk:
Sikaflex 2C or equal, caulking colors selected to match adjacent walls

storefront:
thermally broken, anodized aluminum frame, color: clear

EIFS canopies and bands:
1" and 4" drainable EIFS systems, fine finish, color: P4, Sherwin Williams SW7624 Slate Tile

glass:
1" insulated clear low-E glass with argon fill
*see SOLARBAN 60 as basis (to meet U-value .256 min.

prefinished metal cap flashing, gutters, downspouts, and scuppers:
color 1: Firestone "Slate Gray"
color 2: Firestone "Charcoal Gray" with EIFS canopies

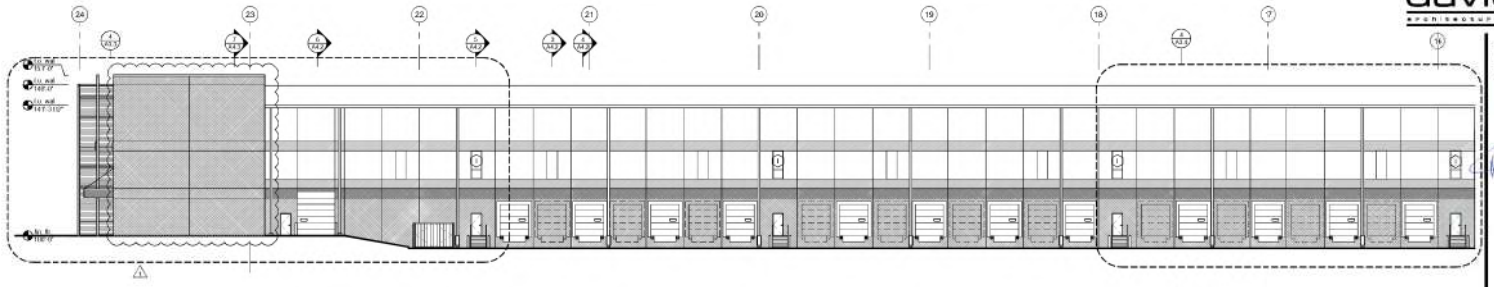
exterior hollow metal doors and frames paint to match adjacent wall:
Sherwin Williams SW7063 Nebulous White (P-1)
Sherwin Williams SW7074 Software (P-3)
Industrial Enamel, semi-gloss, (1 coat primer, 2 coats paint to cover)

bollards:
galvanized, paint safety yellow

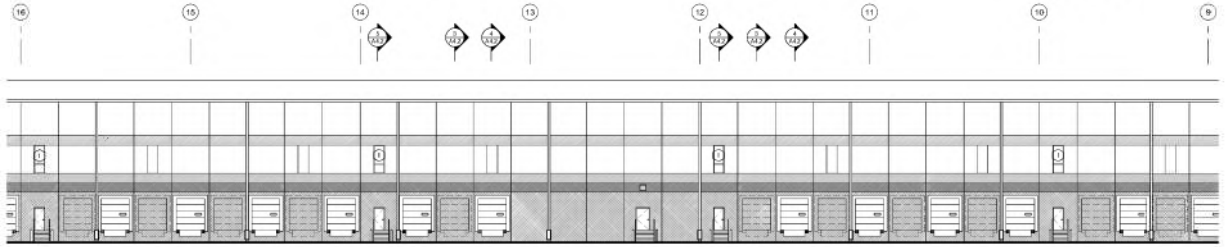
overhead doors:
prefinished, manufacturer's standard gray

dock walls:
dark gray

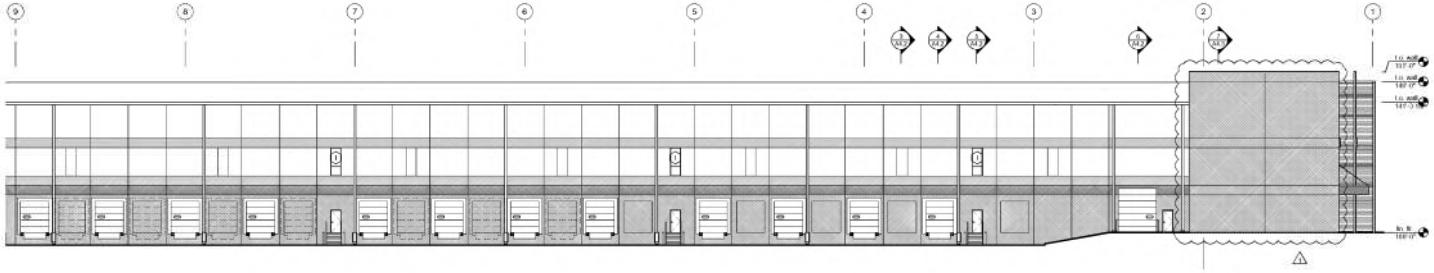
dock fenders:
manufacturer's standard gray



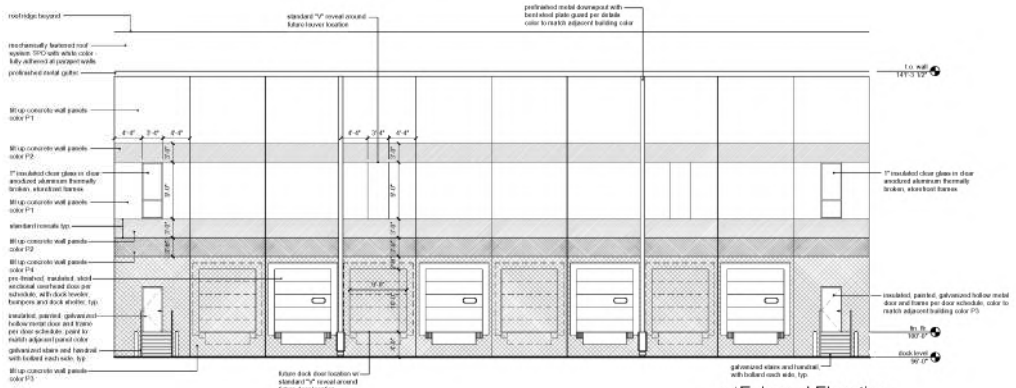
1 Partial East Elevation
scale: 1/16" = 1'-0"



2 Partial East Elevation
scale: 1/16" = 1'-0"



3 Partial East Elevation
scale: 1/16" = 1'-0"



4 Enlarged Elevation
scale: 1/8" = 1'-0"


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Overland Park, KS 66207
phone: 913.451.8390
fax: 913.451.8391
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FLINT
DEVELOPMENT


04.01.2022

a new development for
# Flint 94 Commerce Center
Building 1, 120th & I-94
Village of Somers / Town of Paris, Wisconsin

date
02.24.2022
drawn by
DAE
checked by
DAE
revisions
03.15.2022 01

sheet number
**A3.4**
drawing type
permit
project number
21029

## Exterior Materials and Finishes:

tilt-up concrete panels:

P1 - color: Sherwin Williams SW7063 "Nebulous White"

P2 - color: Sherwin Williams SW7071 "Gray Screen"

P3 - color: Sherwin Williams SW7074 "Software"

P4 - color: Sherwin Williams SW7626 "Slate Tile"

Sherwin Williams CoatTex UltraCrete solvent borne coating (medium texture) or by equal manufacturer and as Tex-Cote 300 Ultra-Tex is the basis of design for texture on all concrete panels. Finish paint SW A-100 Exterior Latex Flat or Tex-Cote 0.F. Color Coat shall be installed over texture coat per manufacturer's recommendations.

caulk:
Sikaflex 2C or equal, caulking colors selected to match adjacent walls

storefront:
thermally broken, anodized aluminum frames, color: clear

EIFS canopies and bands:
3" and 6" drainable EIFS system, fine finish, color: P4, Sherwin Williams SW7626 Slate Tile

glass:
1" insulated clear low E glass with argon fill
*see SOLARBAN 60 on base (to meet U-value .29) min.

prefinished metal cap flashing, gutters, downspouts, and scuppers:
color 1: Firestone "Slate Gray"
color 2: Firestone "Charcoal Gray" with EIFS canopies

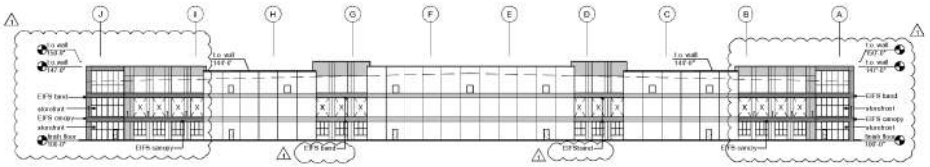
exterior hollow metal doors and frames paint to match adjacent wall:
Sherwin Williams SW7063 Nebulous White [P1]
Sherwin Williams SW7074 Software [P-3]
Industrial Enamel semi-gloss, (1 coat primer, 2 coats paint to cover)

bollards:
galvanized, paint safety yellow

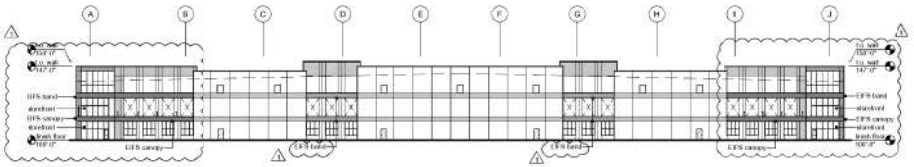
overhead doors:
prefinished, manufacturer's standard gray

dock seals:
dark gray

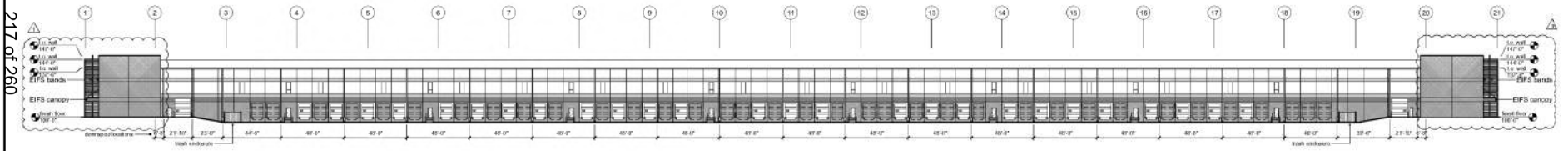
dock leveling:
manufacturer's standard gray



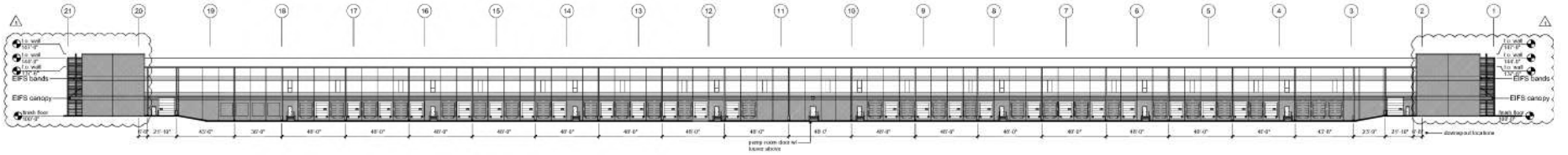
1 East Elevation
scale: 1/32" = 1'-0"



2 West Elevation
scale: 1/32" = 1'-0"



3 South Elevation
scale: 1/32" = 1'-0"



4 North Elevation
scale: 1/32" = 1'-0"

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4301 Indian Creek Parkway
Overland Park, KS 66207
phone: 913.451.8383
fax: 913.451.8381
www.davidsonae.com

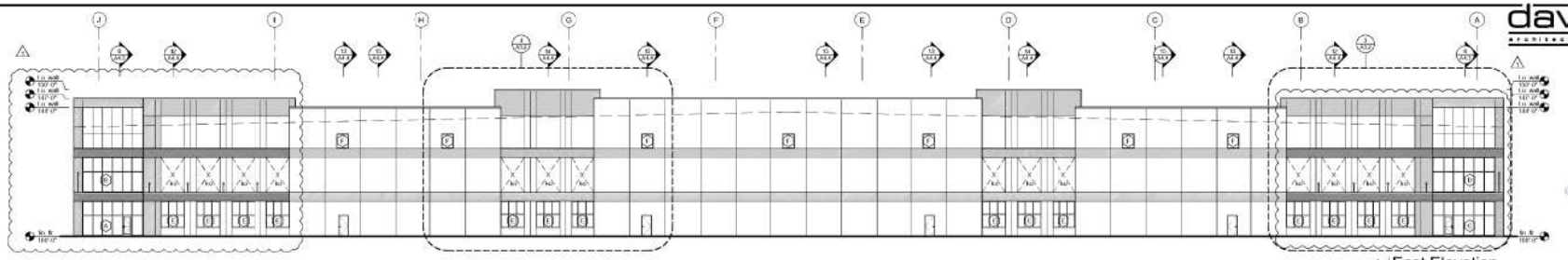
FLINT

WISCONSIN
DAVID A. ESSEX
E-41324-6
ARCHITECT
04.01.2022

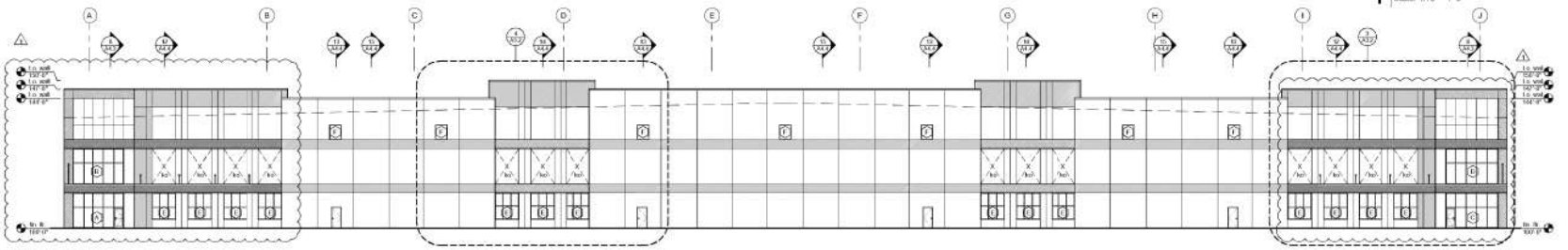
a new development for
# Flint 94 Commerce Center
Building 3, 120th & I-94
Village of Somers / Town of Paris, Wisconsin

date
01.28.2022
drawn by
DAE
checked by
DAE
revisions
03.15.2022 01
04.01.2022 permit

sheet number
**A3.1**
drawing type
preliminary
project number
21029



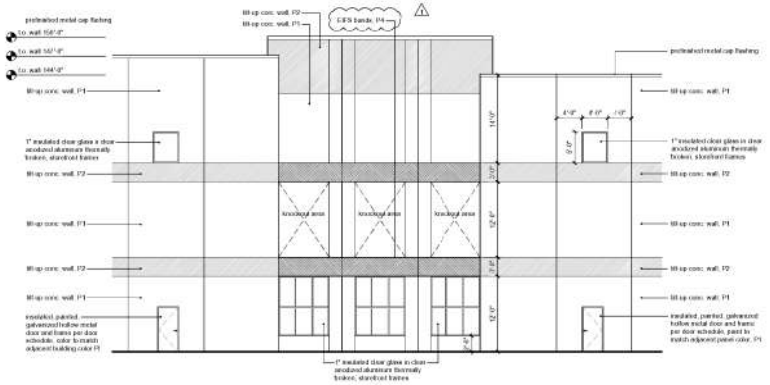
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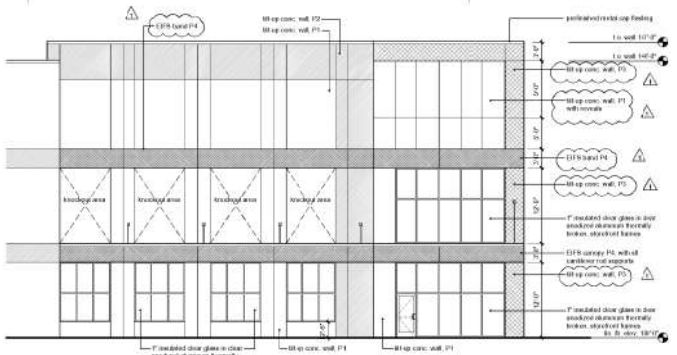
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## Exterior Materials and Finishes:

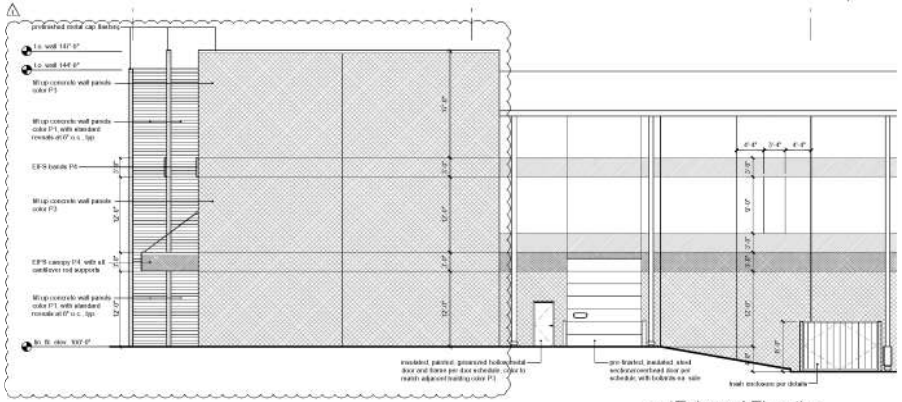




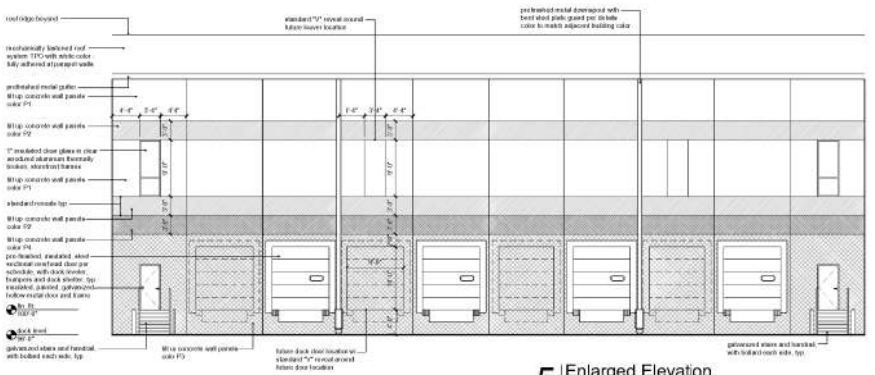
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scale: 1/8" = 1'-0"



3 Enlarged Elevation
scale: 1/8" = 1'-0"



6 Enlarged Elevation
scale: 1/8" = 1'-0"



5 Enlarged Elevation
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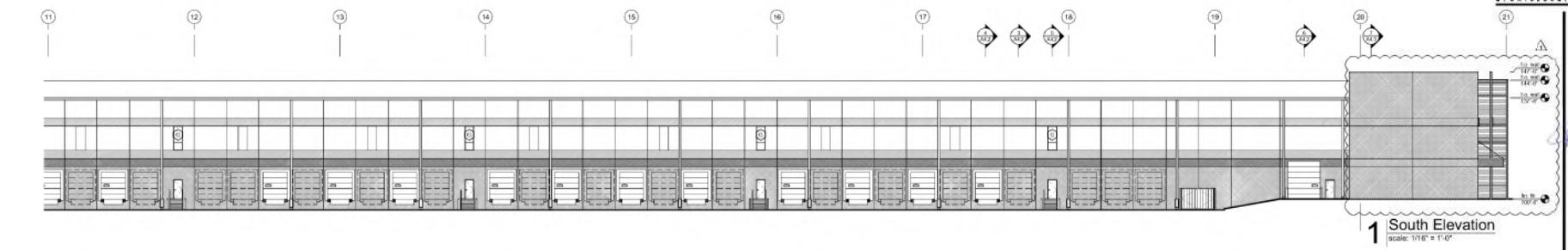
davidson
architecture & engineering
4301 Indian Creek Parkway
Overland Park, KS 66207
phone: 913.451.8883
fax: 913.451.9881
www.davidsonae.com
FLINT

a new development for
# Flint 94 Commerce Center
Building 3, 120th & I-94
Village of Somers / Town of Paris, Wisconsin

date
02.24.2022
drawn by
DAE
checked by
DAE
revisions

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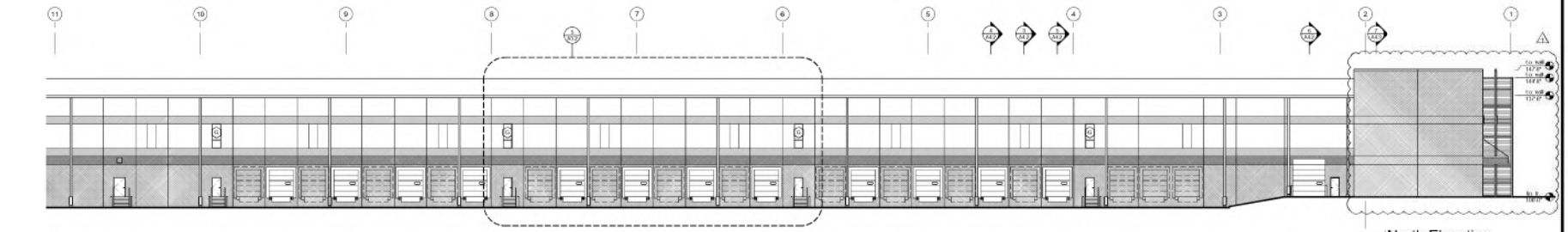
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drawing type
preliminary
project number
21029



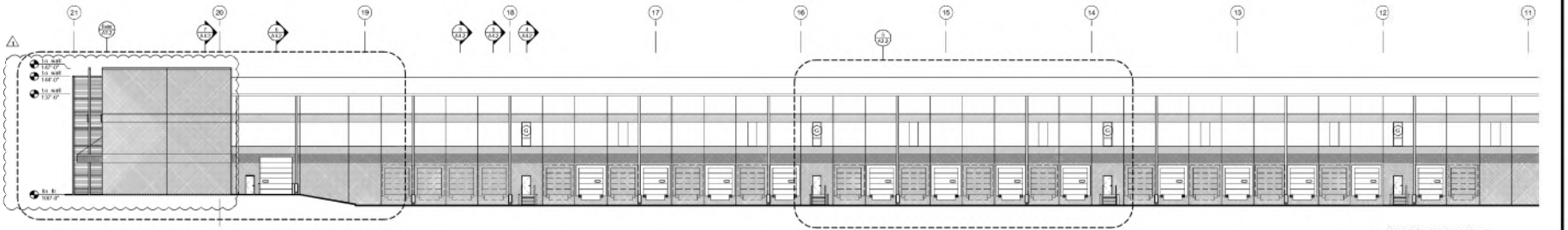
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2 South Elevation
scale: 1/16" = 1'-0"



3 North Elevation
scale: 1/16" = 1'-0"



4 North Elevation
scale: 1/16" = 1'-0"

## Exterior Materials and Finishes:

tilt up concrete panels
- P1 - color: Sherwin Williams SW7063 "Nebulous White"
- P2 - color: Sherwin Williams SW7071 "Gray Screen"
- P3 - color: Sherwin Williams SW7074 "Software"
- P4 - color: Sherwin Williams SW7624 "Slate Tile"

Sherwin Williams CoatFlex UltraCrete solvent borne coating (medium texture) or by equal manufacturer such as Tnx-Cote 300 Ultra-Tex is the basis of design for texture on all concrete panels. Finish paint 50W A-100 Exterior Latex Flat or Tnx-Cote D.F. Color Cote shall be installed over texture coat per manufacturer's recommendations.

caulk:
Sikaflex 2C or equal, caulking colors selected to match adjacent walls

storefront
thermally broken, anodized aluminum frame, color: clear

EIFS canopies and bands:
1" and 4" drainable EIFS system, fine finish, color: P4, Sherwin Williams SW7624 Slate Tile

glass:
1" insulated clear low-E glass with argon fill
*use SOLARBAN 60 as base (to meet U-value: .25) min.

prefinished metal cap flashing, gutters, downspouts, and scuppers:
color 1: Fineshare "Slate Gray"
color 2: Fineshare "Charcoal Gray" with EIFS canopies

exterior hollow metal doors and frames paint to match adjacent wall:
Sherwin Williams SW7063 Nebulous White (P.1)
Sherwin Williams SW7074 Software (P.3)
Industrial Enamel, semi-gloss, (1 coat primer, 2 coats paint to cover)

bollards:
galvanized, paint safety yellow

overhead doors:
prefinished, manufacturer's standard gray

dock seals:
dark gray

dock bumpers:
manufacturer's standard gray

davidson
architecture & engineering
4301 Indian Creek Parkway
Overland Park, KS 66207
phone: 913.451.8300
fax: 913.451.8351
www.davidsonae.com

FLINT DEVELOPMENT

WISCONSIN
MARK R. HAMEL
E-36,646
ARCHITECT

04.01.2022

a new development for
# Flint 94 Commerce Center
Building 3, 120th & I-94
Village of Somers / Town of Paris, Wisconsin

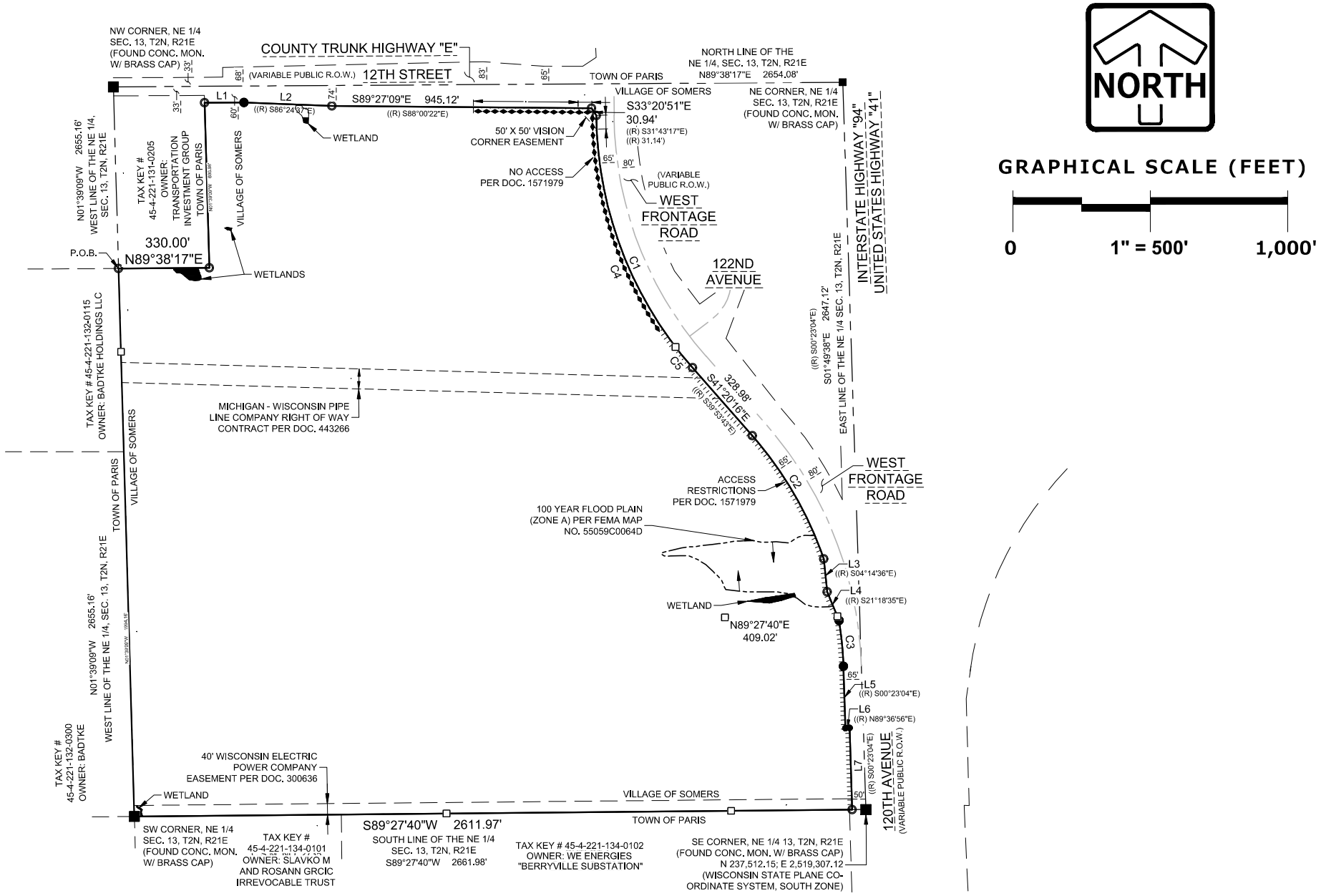
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DAE
revisions
03.15.2022 01
04.01.2022 permit

sheet number
**A3.3**
drawing type
preliminary
project number
21029

# EXHIBIT J

## PLANNED UNIT DEVELOPMENT

[SEE ATTACHED]




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# PUD

04/22/2022

**PINNACLE** ENGINEERING GROUP
20725 W. WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM | 262-754-8888

**PLAN | DESIGN | DELIVER**

PEG JOB# 2402.00

EXHIBIT I-1

PUD APPROVED DEVIATIONS

Pursuant to the PUD approved by the Village of Somers Board of Supervisors on February 8, 2022, Development on the Property is granted the following departures from the standards of development as set forth in the Village zoning regulations:

1. Deviation from ZN 3.04(1) “Structures Per Lot; Public Access”, allowing for Lot 1 of the CSM to be permitted to be created without abutting a public street; Lot 1 to be accessed via private drives, an easement of record, and/or other officially approved means of access.

2. Deviation from ZN 3.06(3)(j) “Parking Requirements; Setback”, allowing for a reduced parking space setback of 2.0 feet from the east side lot line of proposed Lot 2 / west side lot line of proposed Lot 4 of the proposed Certified Survey Map (CSM), and a reduced driveway setback of 0.0 feet from the south side lot line of Lot 3, and from the north side lot lines of Lots 1 and 2, of the CSM to allow a shared driveway or roadway with one or more lot lines located therein.

3. Deviation from ZN 3.06(3)(g) “Parking Requirements; Adequate Access”, allowing for a maximum driveway width of 45 feet at the property line for vehicular ingress and egress.

# EXHIBIT DD

## FORM OF DECLARATION OF STORMWATER FACILITY MAINTENANCE AND MANAGEMENT MAINTENANCE PLAN

[SEE ATTACHED]

# DECLARATION OF STORMWATER FACILITY MAINTENANCE AND MANAGEMENT MAINTENANCE PLAN

Document Number

Recording Area

Name and Return Address:

Village of Somers
7511 12th Street
Kenosha, WI 53144

THIS DECLARATION OF STORMWATER FACILITY MAINTENANCE AND MANAGEMENT MAINTENANCE PLAN (this "Declaration") is made this ___ day of _____, 20____ (the "Effective Date"), by FLINT 94 COMMERCE CENTER, LLC, a Delaware limited liability company, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner ("Owner") of the real property located in the Village of Somers ("Village"), Kenosha County, Wisconsin, as legally described on "Exhibit A" attached hereto and incorporated herein by reference (the "Property");

WHEREAS, Declarant desires to develop the Property (the "Development") including the construction of certain stormwater facilities for the Development on the Property, which facilities as depicted as "Proposed Stormwater Pond[s]" 1-4 on the map attached hereto as "Exhibit B" and incorporated herein by reference (the "Facilities");

WHEREAS, the term "Owner" as used in this Declaration shall refer to the then current owner(s) of the Property, or the Association, if any, formed or to be formed in accordance with this Declaration;

WHEREAS, Declarant wishes to enter into this Declaration to provide for the management and maintenance of the Facilities.

NOW, THEREFORE, Declarant does hereby declare as follows:

1. Incorporation of Recitals; Exhibits. The foregoing recitals and the exhibits attached hereto are incorporated herein and made a part hereof as though fully set forth in this Section 1.

2. Association. If at any time Declarant or then Owner(s) of the Property desire to form a business association (the "Association") to ensure the proper management and maintenance of the Facilities in compliance with legal requirements, including this Declaration, Declarant or such Owner(s) will cause the Association to be duly formed. In such event, the Association, rather than the individual Owner(s), shall thereafter be responsible for fulfilling the obligations set forth in this Declaration, except to the extent of any such obligations specifically excluded from the Association's responsibilities pursuant to its formation documents which shall remain the responsibility of the Owner(s).

3. Maintenance of the Facilities. The Facilities shall be maintained in accordance with this Declaration.

4. Easements. All easements over or through the Property for purposes of carrying out the responsibilities and obligations set forth in this Declaration related to maintenance of the Facilities shall be established by and are specifically set forth in the Certified Survey Map for the Development recorded in the office of the Register of Deeds for Kenosha County, Wisconsin as Document No. _____ (the "CSM"), which easements shown on the CSM are hereinafter referred to as the "Easements."

5. Access to Property by Village. The Village is hereby authorized to utilize the Easements to access the Property at reasonable times and in a reasonable manner to conduct reasonable inspections of the Facilities as necessary to ascertain that the Facilities are maintained in accordance with this Declaration.

6. Storm Sewer and Catch Basin Maintenance. Each May, or as soon thereafter as practicable, Owner shall use commercially reasonable efforts remove oil, sediment, and debris from any catch basins on the Property and make any necessary repairs to ensure property functioning of the same.

7. Wet Detention Basin Maintenance.

   (a) *Annual Inspection*. Each May, or as soon thereafter as practicable, Owner shall use commercially reasonable efforts to the following (as applicable):

      i. review the *Wet Detention Pond Basin Detail*, as approved by the Village of Somers and with detail on file at the office of the Village Building Inspector to ensure generally conformance, and make any necessary repairs to ensure general conformance with the Wet Detention Basin Detail;

      ii. check Wet Detention Basins by soundings or, if necessary, draining and conducting soil probes to determine depth of sediment stratification, with at least three (3) soundings or probes (a) adjacent to the outflow structure, (b) to the furthest extent away from the outflow structure, and (c) in the middle of the basin, and such additional soundings or probes as necessary to reasonably define extent of sedimentation; and

      iii. if necessary, re-plant and/or re-seed proper vegetation cover within the detention basin.

   (b) *Maintenance*. Should a soil probe indicate sediment stratification in excess of eighteen (18) inches in depth, or every ten (10) years, whichever occurs first, Owner shall drain the basin, remove sediment and re-establish the basin to as near as reasonably possible its original design.

8. Wet Detention Outflow Structure. Annually, after a minimum of three (3) large storm events exceeding one and one-half (1.5) inches of rainfall, Owner shall inspect the outflow structures to insure their

proper function in accordance with the *Outflow Structure Detail*, as detailed in the approved plans on file in the office of the Village Building Inspector, and make any necessary repairs.

9. Water Quality Enhancement. If required in writing by the Wisconsin Department of Natural Resources, Owner agrees to develop and implement a water quality enhancement program through aeration.

10. Mowing.

    (a) Side slopes, embankments, and emergency spillways that are not rock lined which have been planted with turf grasses should be mowed at least twice a year to prevent woody growth and control noxious weeds.

    (b) Adjacent to the residential areas, more frequent mowing, typically once every 1-2 weeks during a normal growing season, is recommended for aesthetic and allergy control purposes.

    (c) Native grasses should be mowed to a height of approximately 6" in mid to late summer or after they have achieved a height of 1-1/2 feet during the first growing season. Further mowing in subsequent growing seasons will not be required.

    (d) If possible, the native grass area should be burned off every three to four years in the spring of the year. Check local burning regulations as permits may be required. If burning of the native grass areas is not possible, a 5 to 8" mowing every 3 to 4 years, may suffice as a substitute management technique. The mowed area should be raked and performed in the spring.

11. Corrective Action.

    (a) Owner shall repair and attend to any maintenance problems which require correction. The corrective actions shall be taken within thirty (30) days of Owner's receipt of a Notice of the problem; provided, however, Owner may upon written notice to the Village seek a longer period of time for compliance with good cause. The Village may approve such extension, not to be unreasonably withheld, conditioned or delayed.

    (b) The Village, at its discretion, may perform corrective actions if the Owner does not commence such corrective action within the time period specific above, in which event the Village shall be entitled to receive reimbursement of its actual out-of-pocket expenses incurred in connection with such action by submitting Notice to Owner that includes a written invoice therefor along with reasonable proof of payment. In order to enforce this provision, if the Village does not so receive reimbursement within thirty (30) days following delivery of such Notice including such invoice and proof of payment, the Village, pursuant to §66.0703, Wis. Stats., may enter the amount due on the tax rolls for the portion of the Property responsible for or benefitted by such action by the Village and collect the amount(s) due as a special charge against such portion of the Property.

12. Disposal. Sediment, oil, garbage and debris collected from the Property shall be disposed of in accordance with all federal, state and local laws and regulations.

13. Maintenance Report. Each Owner shall provide to Village upon request a written report of the maintenance conducted on the Property owned by such Owner.

14. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of intent of this document nor in any way affect the terms and provisions hereof.

15. Entire Declaration; Amendment. This Declaration constitutes the entire declaration and once executed and recorded shall not be amended except by a writing executed by all of the then Owner(s) of the Property.

16. Notices. All notices and other communications required or permitted to be given hereunder (each, a "Notice") shall be in writing and shall be mailed by certified mail, postage prepaid, or by Federal Express, UPS, or similar national overnight delivery service, addressed as follows:

If to Owner:

Flint 94 Commerce Center, LLC
c/o Flint Development
3515 West 75th Street, Suite 103
Prairie Village, Kansas 66208

If to the Village:

Village of Somers
Attn: Village Administrator
7511 12th Street, P.O. Box 197
Somers, Wisconsin 53171

Any Notice given in accordance with this Section shall be effective upon delivery, if personally delivered, the next business day after deposit for delivery by overnight courier, or three (3) business days if deposited in the United States mail by certified mail. Any Owner shall be entitled to change its address for Notice by providing the change in writing to the Village and all other Owners.

*[Remainder of page intentionally blank; signature page follows.]*

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date set forth below to be effective as of the Effective Date.

DECLARANT:

**FLINT 94 COMMERCE CENTER, LLC**,
a Delaware limited liability company

By: Flint Commerce Center Manager LLC
Its: Manager

By: _____
Name: _____
Title: Manager

STATE OF _____ )
) ss.
COUNTY OF _____ )

Personally came before me this _ day of _____, 20___, the above-named _____, as Manager of Flint Commerce Center Manager LLC, which is the Manager of Flint 94 Commerce Center, LLC, a Delaware limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Printed Name: _____
(Seal) Notary Public: _____ County, _____
My commission expires: _____.

## EXHIBIT A

### Legal Description of the Property

Part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 13, Township 2 North, Range 21 East, Village of Somers, Kenosha County, Wisconsin, described as follows:

Commencing at the northwest corner of the Northeast 1/4 of said Section 13;

Thence South 01°39'09" East along the west line of said Northeast 1/4, 661.00 feet to the Point of Beginning;

Thence North 89°38'17" East, 330.00 feet;

Thence North 01°39'09" West, 600.98 feet to the south right of way line of 12th Street - County Trunk Highway "E";

Thence the following courses along said south right of way line of 12th Street - County Trunk Highway "E":

North 89°38'17" East, 143.58 feet; South 87°51'25" East, 320.31 feet: South 89°27'09" East, 945.12 feet;

South 33°20'51" East, 30.94 feet to the westerly right of way line of West Frontage Road and a point on a curve;

Thence the following courses along said westerly right of way line of West Frontage Road:

Southeasterly 1003.69 feet along the arc of said curve to the left, whose radius is 1405.00 feet and whose chord bears South 20°52'22" East, 982.48 feet; South 41°20'16" East, 328.98 feet to a point of curvature; Southeasterly 521.62 feet along the arc of said curve to the right, whose radius is 1335.00 feet and whose chord bears South 30°08'40" East, 518.31 feet; South 05°41'10" East, 120.28 feet; South 22°45'09" East, 113.73 feet to a point on a curve; Southeasterly 167.28 feet along the arc of said curve to the right, whose radius is 1335.00 feet and whose chord hears South 05°25'01" East, 167.17 feet; South 01°49'38" East, 224.75 feet; North 88°10'22" East, 15.00 feet; South 01°49'38" East, 297.42 feet to the south line of said Northeast 1/4;

Thence South 89°27'40" West along said south line, 2611.97 feet to the aforesaid west line of the Northeast 1/4;

Thence North 01°39'09" West along said west line, 1994.16 feet to the Point of Beginning.

Containing 5,589,821 Square Feet (128.3246 Acres) of land Gross, more or less.

**EXHIBIT B**

**Facilities**

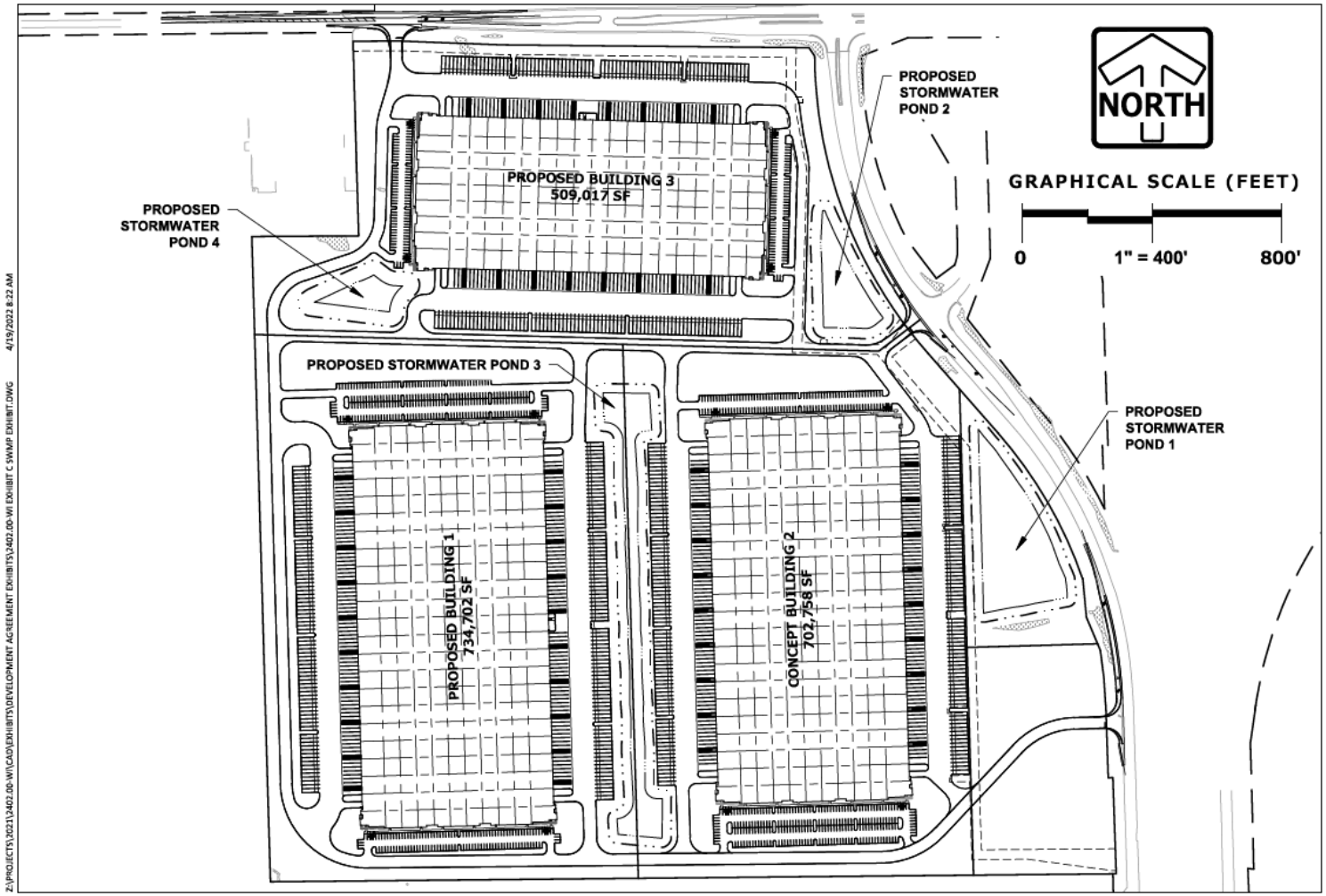



EXHIBIT "C" - STORMWATER PLAN

04/19/2022

PINNACLE ENGINEERING GROUP

20725 W. WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM | 262-754-8888

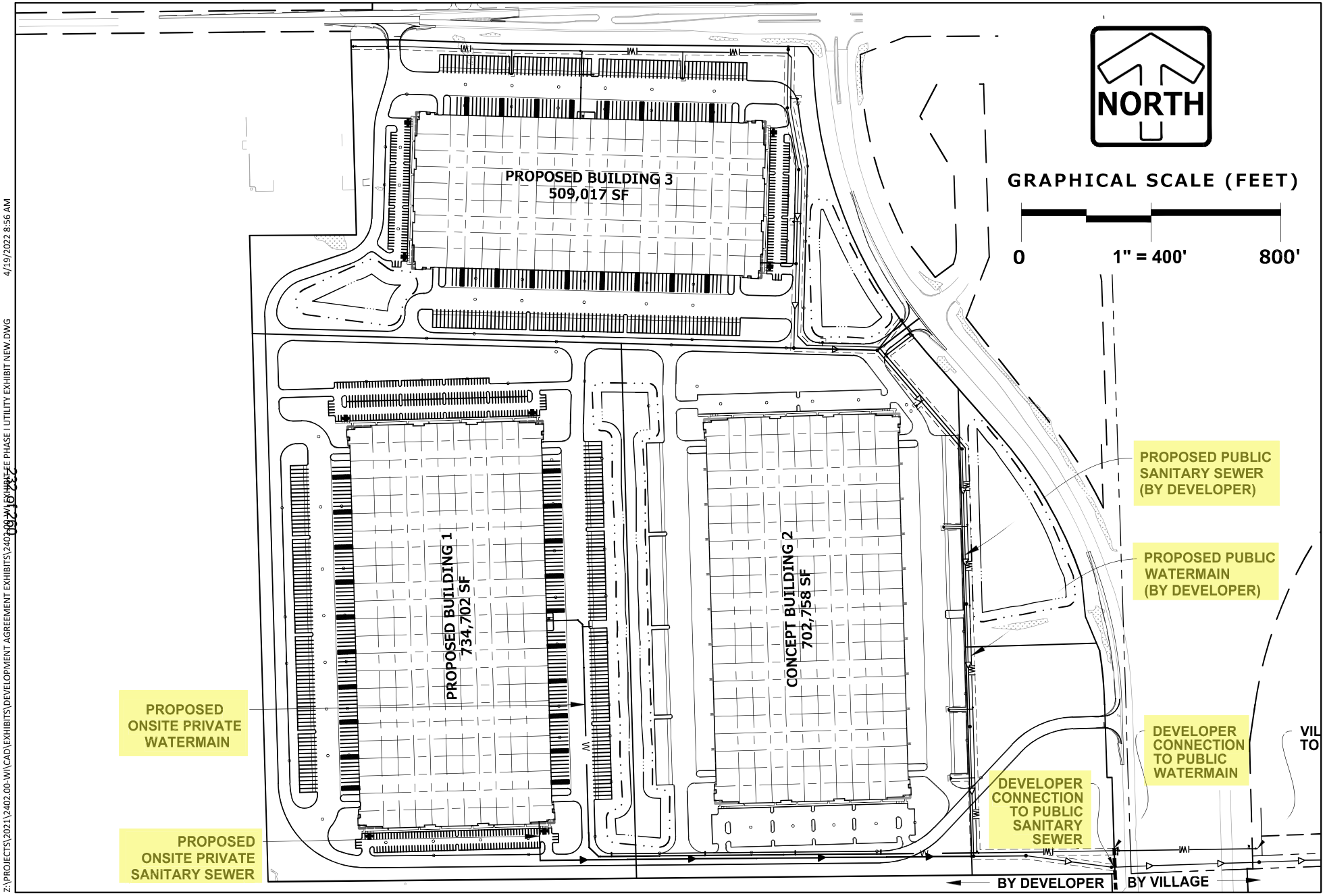
PLAN | DESIGN | DELIVER

PEG JOB# 2402.00

# EXHIBIT EE

## ONSITE SEWER AND WATER MAIN DRAWING

[SEE ATTACHED]




# EXHIBIT "EE" - SANITARY SEWER AND WATERMAIN

05/13/2022

PINNACLE ENGINEERING GROUP
20725 W. WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM | 262-754-8888

PLAN | DESIGN | DELIVER

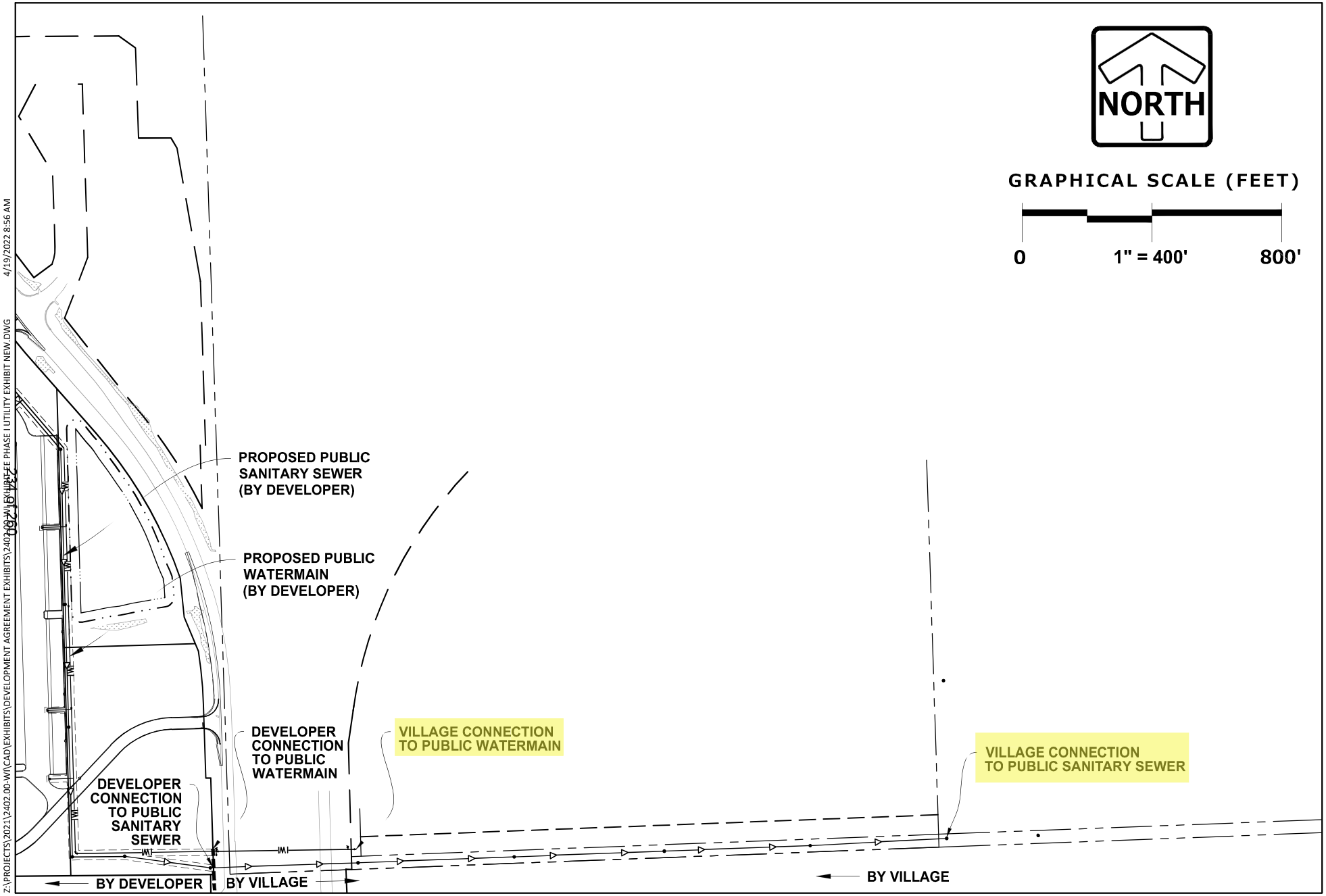
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**<u>EXHIBIT EE</u> (CONT'D)**

**OFFSITE SEWER AND WATER MAIN DRAWING**

[SEE ATTACHED]




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# EXHIBIT "EE" - SANITARY SEWER AND WATERMAIN

05/13/2022


PINNACLE ENGINEERING GROUP
20725 W. WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM | 262-754-8888


PLAN | DESIGN | DELIVER

PEG JOB# 2402.00

**DECLARATION OF STORMWATER FACILITY MAINTENANCE**

THIS DECLARATION OF STORMWATER FACILITY MAINTENANCE (this "Declaration") is made as of the _____ day of _____, 20__, by _____, a Wisconsin limited liability company ("Declarant").

WHEREAS, Declarant owns all of the land (the "Property"), as more particularly depicted on the attached Exhibit "A" (Legal Description); and

Davison Law Office, Ltd.
1207 55th Street
Kenosha, WI 53140

WHEREAS, Declarant has entered into a Developer's Agreement dated as of _____, 2022, by and between the Village of Somers, Kenosha County, Wisconsin ("Village") and Declarant (the "Development Agreement") for the Flint 94 Commerce Center, LLC project (the "Development") recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, as Document No. _____, pursuant to which Declarant has agreed to record a stormwater detention facility maintenance agreement for the benefit of the Development; and

WHEREAS, certain stormwater detention and retention facilities and outlet structures for the Development shall be constructed on the Property as described in the Development Agreement at Article I.E. therein (the "Facilities").

NOW, THEREFORE, Declarant does hereby declare as follows:

1. **Incorporation of Recitals**. The foregoing recitals are incorporated and made a part hereof as if set forth herein.

2. **Maintenance of the Facilities**. All of the Facilities shall be maintained in accordance with this Declaration.

3. **Easements**. All easements over, through and around the Property for purposes of carrying out the responsibilities and obligations set forth in this Declaration shall be established by and are specifically set forth in the recorded CSM of the Development.

4. **Access to Property by Village**. Declarant hereby authorizes the Village to access the Property for purposes of conducting inspections of the Facilities as necessary to ascertain that the Facilities are maintained in accordance with this Declaration and the Development Agreement.

5. **Pavement Maintenance**.

(a) **Annual Maintenance**. Once per year, Developer shall inspect and repair or replace all loose asphalt on the Property and fill any potholes existing on the Property.

6. **Storm Sewers and Catch Basins**.

(a) **Annual Maintenance**. Each May, Developer shall remove all oil, sediment and debris from each catch basin, inspect each catch to ensure proper function and Developer shall make any repairs necessary to ensure proper functioning of each catch basin.

7. **Wet Detention Basins**.

(a) **Annual Inspection**. Each May, Developer shall:

(1) Review the *Wet Detention Basin Detail,* as approved by the Village of Somers and with detail on file at the office of the Village Building Inspector to ensure general conformance. Developer shall make any repairs necessary to ensure general conformance with the Wet Detention Basin Detail.

(2) Check Wet Detention Basins by soundings or, if necessary, by draining basin and conduct soil probes to determine the depth of sediment stratification. Conduct at least three (3) soundings/probes: A) adjacent to the outflow structure, B) to the furthest extent away from the outflow structure, and C) in the middle of the basin. Developer shall conduct additional soundings/probes as may be necessary to define extent of sedimentation. Probes must be conducted using common hand soil sampling equipment such as; spade, hand probe, hand auger, bucket auger, or Oakfield probe.

(3) Plant and seed to ensure proper vegetative cover within the detention basin. Developer shall ensure that seeding is maintained by an individual qualified and trained to conduct such activities.

(b) **Maintenance**. When any of the soil probes indicate sediment stratification in excess of eighteen (18) inches in depth, or every five (5) years, whichever occurs first, Developer shall drain the basin and remove sediment. The basin must be re-established to its original design.

8. **Wet Detention Outflow Structure**.

(a) Annually, after a minimum of three (3) large storm events exceeding one and one-half (1.5) inches of rainfall, the Developer shall inspect the outflow structures to insure their proper function in accordance with the *Outflow Structure Detail,* as detailed in the approved plans on file in the office of the Village Building Inspector. Developer shall make such repairs as necessary.

9. **Mowing & Trimming**.

(a) **Height of Cut**. Developer shall mow all turf grass to a height of two (2) to three and one-half (3.5) inches. The height of cut within this range will be determined by the time of year, and by prevailing weather conditions. The cutting height will be shortest during cool, rainy periods in spring and fall, and longest during warm, dry periods in summer.

(b) **Frequency**. Between the last week of April and October 31st of each year, Developer shall mow all turf grass at least twenty-eight (28) times provided that such mowing is warranted. This mowing will normally be done on a seven (7) day rotation.

(c) **Grass Clippings**. When possible and practical, Developer shall leave all grass clippings in place, and allow to filter down to the soil surface.

(d) **Grass Trimming and Edging**. Each time Developer shall mow the turf grass, Developer shall also trim the turf grass at the base of the structures and fixtures located on the Property. Additionally, Developer shall, not less than once per year, trim the edges of walks and curbs located on the Property such that crisp, straight lines are maintained along all edged surfaces.

10. **Weed Control**. Developer shall treat all primary grass areas with a pre-emergent herbicide in early spring. To the extent possible, Developer will apply such herbicide just prior to weed seed germination, as determined by soil temperature, growing degree-days. If required, Developer shall apply post-emergent herbicide from late spring through early summer on annual weeds.

11. **Trees, Shrubs, Groundcovers & Perennials**.

(a) **Pruning**. Developer shall prune all trees and shrubs on the site at least once per year. Developer shall ensure that all pruning is conducted by trained personnel using professional-grade hand pruning tools, in accordance with those pruning recommendations advocated and promoted by professional landscape maintenance-related organizations. Developer shall concentrate on pruning the following types of branches:

- Dead branches.
- Broken branches.

- Stubs from broken or previously miss-pruned branches.
- Suckers (on those trees that grown them, including flowering crabs).
- Watersprouts (on those trees that grow them, including flowering crabs and lindens).
- The inferior of two (2) or more conflicting branches, especially when they are rubbing.
- Multiple leaders (on those trees that are prone to growing them, including maples and ash).
- Weak branches, especially those inside the plant's crown.
- Prominent branches growing toward the inside of the plant's crown.
- Certain insect-infested or disease-infected branches (such as tent caterpillar).
- Hazard branches, such as those blocking road signs or hanging over walks at eye level.
- Nuisance branches, such as those rubbing against buildings and signs.
- Branches growing well beyond the outline of the plant's crown.

(b) **Fertilization**. If necessary, Developer shall fertilize all trees, shrubs, groundcovers and perennials once per year, either in early to mid-spring, or in late fall.

(c) **Weed Control**. Developer shall ensure that all tree circles, and all shrub, groundcover and perennial beds, will be kept weed-free at all times. Developer shall remove weeds by hand-pulling, cultivation, or through the careful application of a glyphosate-containing herbicide, such as Roundup or equivalent.

(d) **Mulch Maintenance**.

(1) Developer shall ensure that shredded bark in all tree circles and planting beds is kept neat and attractive. Developer shall take care to keep mulch one (1) inch or less at the base of tree trunks and shrub stems. If weed barrier fabric is present beneath the shredded bark mulch, areas of underlying weed barrier fabric that become visible as the mulch shifts will be covered up using the existing mulch.

(2) In the early to mid spring, all mulched areas will be top dressed with one (1) inch of mixed hardwood mulch.

(3) All stone mulch areas will be kept free of litter and weeds. If weed barrier fabric is present beneath the stone mulch, areas of underlying weed barrier fabric that become visible as the stone shifts will be covered up, using the existing stone.

12. **Corrective Action**.

(a) The Developer shall repair and attend to any maintenance problems which require correction. The corrective actions shall be taken within thirty (30) days of

Developer's receipt of Notice of the problem; provided, however, Developer may upon written notice to the Village seek a longer period of time for compliance for good cause. The Village may approve such extension, such approval not to be unreasonably withheld or conditioned.

(b) The Village, at its discretion, may perform corrective actions if the Developer does not make the required action within the specified time period. In order to enforce this provision, the Village, pursuant to §66.0703, Wis. Stats., may enter the amount due on the tax rolls for the Property or portion thereof benefitted by such action by the Village and collect the amount(s) due as a special charge against all of the Property or portion thereof benefitted.

13. **Miscellaneous**.

(a) **Spring Cleanup**. As early as possible in each Spring, Developer shall clean all landscaped areas of the Property in order to remove all plant debris and litter.

(b) **Fall Cleanup**. Each Fall, whenever frost begins to kill some or all of the annual flowers on the property or when significant amounts of fallen leaves begin to accumulate in lawn areas or planting beds on the Property, Developer shall clean all landscaped areas of the Property in order to remove all plant debris and litter.

14. **Disposal**. Sediment, oil, garbage and debris collected from the Property shall be disposed of in accordance with all federal, state and local laws and regulations.

15. **Maintenance Report**. Developer shall provide to Village an annual written report of all maintenance conducted on the Property.

16. **Headings**. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

17. **Entire Declaration; Amendment**. This Declaration constitutes the entire declaration and once executed and recorded shall not be modified or altered in any respect except by a writing executed by the Declarant and all subsequent owners of the Property.

18. **Notices**. All notices and other communications required or permitted to be given hereunder ("Notices") shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or by Fed Ex, UPS, or similar overnight delivery service, addressed as follows:

Declarant: Flint 94 Commerce Center, LLC
c/o Flint Development
3515 West 75th Street, Suite 103
Prairie Village, KS 66208

Notices shall be effective upon receipt or refusal. In the event that any person acquires a fee interest in the Development (an "Owner") said Owner shall be entitled to provide a request for Notice to the addressees listed above. Any Owner shall be entitled to change its address for Notice by providing the change, in writing, to the other party within five (5) days of change of address. Until such time as the Notice of change is effective pursuant to the terms of this Section 18, the last address of said Owner shall be deemed to be the proper address of said Owner.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first written above.

DEVELOPER

FLINT 94 COMMERCE CENTER LLC,
a Delaware limited liability company

By: Flint 94 Commerce Center Manager LLC
Its: Manager

By: _____

Printed Name:_____

Title: Manager

STATE OF _____ )
) ss.
COUNTY OF _____ )

Personally came before me this _____ day of _____, 2022, the above-named _____, as Manager of Flint 94 Commerce Center Manager, LLC, which is the Manager of Flint 94 Commerce Center LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Printed Name:_____
Notary Public; _____ County, _____
My commission expires_____.

This instrument was drafted by

Attorney Jeffrey J. Davison
DAVISON LAW OFFICE, LTD.

## LEGAL DESCRIPTION OF PROPERTY

Part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 13, Township 2 North, Range 21 East, Village of Somers, Kenosha County, Wisconsin, described as follows:

Commencing at the northwest corner of the Northeast 1/4 of said Section 13; Thence South 01°39'09" East along the west line of said Northeast 1/4, 661.00 feet to the Point of Beginning;

Thence North 89°38'17" East, 330.00 feet;
Thence North 01°39'09" West, 600.98 feet to the south right of way line of 12th Street - County Trunk Highway "E";
Thence the following courses along said south right of way line of 12th Street - County Trunk Highway "E":

North 89°38'17" East, 143.58 feet; South 87°51'25" East, 320.31 feet: South 89°27'09" East, 945.12 feet;
South 33°20'51" East, 30.94 feet to the westerly right of way line of West Frontage Road and a point on a curve;

Thence the following courses along said westerly right of way line of West Frontage Road:

Southeasterly 1003.69 feet along the arc of said curve to the left, whose radius is 1405.00 feet and whose chord bears South 20°52'22" East, 982.48 feet; South 41°20'16" East, 328.98 feet to a point of curvature; Southeasterly 521.62 feet along the arc of said curve to the right, whose radius is 1335.00 feet and whose chord bears South 30°08'40" East, 518.31 feet; South 05°41'10" East, 120.28 feet; South 22°45'09" East, 113.73 feet to a point on a curve; Southeasterly 167.28 feet along the arc of said curve to the right, whose radius is 1335.00 feet and whose chord bears South 05°25'01" East, 167.17 feet; South 01°49'38" East, 224.75 feet; North 88°10'22" East, 15.00 feet; South 01°49'38" East, 297.42 feet to the south line of said Northeast 1/4;

Thence South 89°27'40" West along said south line, 2611.97 feet to the aforesaid west line of the Northeast 1/4; Thence North 01°39'09" West along said west line, 1994.16 feet to the Point of Beginning.

Containing 5,589,821 Square Feet (128.3246 Acres) of land Gross, more or less.

**DECLARATION OF STORMWATER FACILITY MAINTENANCE**

THIS DECLARATION OF STORMWATER FACILITY MAINTENANCE (this "Declaration") is made as of the _____ day of _____, 20__, by _____, a Wisconsin limited liability company ("Declarant").

WHEREAS, Declarant owns all of the land (the "Property"), as more particularly depicted on the attached Exhibit "A" (Legal Description); and

Davison Law Office, Ltd.
1207 55th Street
Kenosha, WI 53140

WHEREAS, Declarant has entered into a Developer's Agreement dated as of _____, 2022, by and between the Village of Somers, Kenosha County, Wisconsin ("Village") and Declarant (the "Development Agreement") for the Flint 94 Commerce Center, LLC project (the "Development") recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, as Document No. _____, pursuant to which Declarant has agreed to record a stormwater detention facility maintenance agreement for the benefit of the Development; and

WHEREAS, certain stormwater detention and retention facilities and outlet structures for the Development shall be constructed on the Property as described in the Development Agreement at Article I.E. therein (the "Facilities").

NOW, THEREFORE, Declarant does hereby declare as follows:

1. **Incorporation of Recitals**. The foregoing recitals are incorporated and made a part hereof as if set forth herein.

2. **Maintenance of the Facilities**. All of the Facilities shall be maintained in accordance with this Declaration.

3. **Easements**. All easements over, through and around the Property for purposes of carrying out the responsibilities and obligations set forth in this Declaration shall be established by and are specifically set forth in the recorded CSM of the Development.

4. **Access to Property by Village**. Declarant hereby authorizes the Village to access the Property for purposes of conducting inspections of the Facilities as necessary to ascertain that the Facilities are maintained in accordance with this Declaration and the Development Agreement.

5. **Pavement Maintenance**.

(a) **Annual Maintenance**. Once per year, Developer shall inspect and repair or replace all loose asphalt on the Property and fill any potholes existing on the Property.

6. **Storm Sewers and Catch Basins**.

(a) **Annual Maintenance**. Each May, Developer shall remove all oil, sediment and debris from each catch basin, inspect each catch to ensure proper function and Developer shall make any repairs necessary to ensure proper functioning of each catch basin.

7. **Wet Detention Basins**.

(a) **Annual Inspection**. Each May, Developer shall:

(1) Review the *Wet Detention Basin Detail,* as approved by the Village of Somers and with detail on file at the office of the Village Building Inspector to ensure general conformance. Developer shall make any repairs necessary to ensure general conformance with the Wet Detention Basin Detail.

(2) Check Wet Detention Basins by soundings or, if necessary, by draining basin and conduct soil probes to determine the depth of sediment stratification. Conduct at least three (3) soundings/probes: A) adjacent to the outflow structure, B) to the furthest extent away from the outflow structure, and C) in the middle of the basin. Developer shall conduct additional soundings/probes as may be necessary to define extent of sedimentation. Probes must be conducted using common hand soil sampling equipment such as; spade, hand probe, hand auger, bucket auger, or Oakfield probe.

(3) Plant and seed to ensure proper vegetative cover within the detention basin. Developer shall ensure that seeding is maintained by an individual qualified and trained to conduct such activities.

(b) **Maintenance**. When any of the soil probes indicate sediment stratification in excess of eighteen (18) inches in depth, or every five (5) years, whichever occurs first, Developer shall drain the basin and remove sediment. The basin must be re-established to its original design.

8. **Wet Detention Outflow Structure**.

(a) Annually, after a minimum of three (3) large storm events exceeding one and one-half (1.5) inches of rainfall, the Developer shall inspect the outflow structures to insure their proper function in accordance with the *Outflow Structure Detail,* as detailed in the approved plans on file in the office of the Village Building Inspector. Developer shall make such repairs as necessary.

9. **Mowing & Trimming**.

(a) **Height of Cut**. Developer shall mow all turf grass to a height of two (2) to three and one-half (3.5) inches. The height of cut within this range will be determined by the time of year, and by prevailing weather conditions. The cutting height will be shortest during cool, rainy periods in spring and fall, and longest during warm, dry periods in summer.

(b) **Frequency**. Between the last week of April and October 31st of each year, Developer shall mow all turf grass at least twenty-eight (28) times provided that such mowing is warranted. This mowing will normally be done on a seven (7) day rotation.

(c) **Grass Clippings**. When possible and practical, Developer shall leave all grass clippings in place, and allow to filter down to the soil surface.

(d) **Grass Trimming and Edging**. Each time Developer shall mow the turf grass, Developer shall also trim the turf grass at the base of the structures and fixtures located on the Property. Additionally, Developer shall, not less than once per year, trim the edges of walks and curbs located on the Property such that crisp, straight lines are maintained along all edged surfaces.

10. **Weed Control**. Developer shall treat all primary grass areas with a pre-emergent herbicide in early spring. To the extent possible, Developer will apply such herbicide just prior to weed seed germination, as determined by soil temperature, growing degree-days. If required, Developer shall apply post-emergent herbicide from late spring through early summer on annual weeds.

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(3) All stone mulch areas will be kept free of litter and weeds. If weed barrier fabric is present beneath the stone mulch, areas of underlying weed barrier fabric that become visible as the stone shifts will be covered up, using the existing stone.

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(a) The Developer shall repair and attend to any maintenance problems which require correction. The corrective actions shall be taken within thirty (30) days of

Developer's receipt of Notice of the problem; provided, however, Developer may upon written notice to the Village seek a longer period of time for compliance for good cause. The Village may approve such extension, such approval not to be unreasonably withheld or conditioned.

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c/o Flint Development
3515 West 75th Street, Suite 103
Prairie Village, KS 66208

Notices shall be effective upon receipt or refusal. In the event that any person acquires a fee interest in the Development (an "Owner") said Owner shall be entitled to provide a request for Notice to the addressees listed above. Any Owner shall be entitled to change its address for Notice by providing the change, in writing, to the other party within five (5) days of change of address. Until such time as the Notice of change is effective pursuant to the terms of this Section 18, the last address of said Owner shall be deemed to be the proper address of said Owner.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first written above.

DEVELOPER

FLINT 94 COMMERCE CENTER LLC,
a Delaware limited liability company

By: Flint 94 Commerce Center Manager LLC
Its: Manager

By: _____

Printed Name:_____

Title: Manager

STATE OF _____ )
) ss.
COUNTY OF _____ )

Personally came before me this _____ day of _____, 2022, the above-named _____, as Manager of Flint 94 Commerce Center Manager, LLC, which is the Manager of Flint 94 Commerce Center LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Printed Name:_____
Notary Public; _____ County, _____
My commission expires_____.

This instrument was drafted by

Attorney Jeffrey J. Davison
DAVISON LAW OFFICE, LTD.

## LEGAL DESCRIPTION OF PROPERTY

Part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 13, Township 2 North, Range 21 East, Village of Somers, Kenosha County, Wisconsin, described as follows:

Commencing at the northwest corner of the Northeast 1/4 of said Section 13; Thence South 01°39'09" East along the west line of said Northeast 1/4, 661.00 feet to the Point of Beginning;

Thence North 89°38'17" East, 330.00 feet;
Thence North 01°39'09" West, 600.98 feet to the south right of way line of 12th Street - County Trunk Highway "E";
Thence the following courses along said south right of way line of 12th Street - County Trunk Highway "E":

North 89°38'17" East, 143.58 feet; South 87°51'25" East, 320.31 feet: South 89°27'09" East, 945.12 feet;
South 33°20'51" East, 30.94 feet to the westerly right of way line of West Frontage Road and a point on a curve;

Thence the following courses along said westerly right of way line of West Frontage Road:

Southeasterly 1003.69 feet along the arc of said curve to the left, whose radius is 1405.00 feet and whose chord bears South 20°52'22" East, 982.48 feet; South 41°20'16" East, 328.98 feet to a point of curvature; Southeasterly 521.62 feet along the arc of said curve to the right, whose radius is 1335.00 feet and whose chord bears South 30°08'40" East, 518.31 feet; South 05°41'10" East, 120.28 feet; South 22°45'09" East, 113.73 feet to a point on a curve; Southeasterly 167.28 feet along the arc of said curve to the right, whose radius is 1335.00 feet and whose chord bears South 05°25'01" East, 167.17 feet; South 01°49'38" East, 224.75 feet; North 88°10'22" East, 15.00 feet; South 01°49'38" East, 297.42 feet to the south line of said Northeast 1/4;

Thence South 89°27'40" West along said south line, 2611.97 feet to the aforesaid west line of the Northeast 1/4; Thence North 01°39'09" West along said west line, 1994.16 feet to the Point of Beginning.

Containing 5,589,821 Square Feet (128.3246 Acres) of land Gross, more or less.

Established 1843
Somers
VILLAGE & TOWN
www.somers.org
P.O. Box 197, Somers, WI 53171 • PH: (262) 859-2822 • FAX: (262) 859-2331

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

**MEETING DATE:** June 14, 2022

**TO:** Village President Stoner and Board of Trustees

**FROM:** Brandi Baker, Clerk-Treasurer

**AGENDA ITEM:** #20 Action on proposed Ordinance 2022-005, an Ordinance to recreate section 21.14(D) of the code of Ordinances of the Village of Somers relating to exterior premises being kept free of tall grass, weeds, and other noxious vegetation.

BACKGROUND:

To better address overgrown grass and weeds in the Village, Staff is requesting that our existing ordinance is updated. The existing Ordinance that states "*Weeds. All exterior premises shall be kept free from weeds. Weeds which equal or exceed eight inches in height shall be destroyed by cutting".* The new ordinance adds that lawns shall be kept from grass, weeds, and other noxious vegetation with time set from April 1st to October 31st.

PRIOR ACTION TAKEN:

Ordinance was discussed at the June 7th Village Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Staff recommends approval. In the event the Village Board wishes to approve this Ordinance, a suggested motion to approve would be as follows:

*"Motion to waive first reading of Ordinance No. 2022-005"*

"*Motion to approve Ordinance 2022-005, an Ordinance to recreate section 21.14(D) of the code of Ordinances of the Village of Somers relating to exterior premises being kept free of grass, weeds, and other noxious vegetation.*

ATTACHMENTS:

Ordinance 2022-005

ORDINANCE NO. 2022-005

AN ORDINANCE TO REPEAL AND RECREATE SECTION 21.14(D)
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS
RELATING TO CUTTING GRASS, WEEDS AND OTHER NOXIOUS VEGETATION

---

The Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereby repeals and recreates Section 21.14(D) of the Code of Ordinances to read as follows:

(D) **Grass, Weeds and Other Noxious Vegetation.** All exterior premises including a lawn shall be kept free from grass, weeds and other noxious vegetation which is eight (8) or more inches in height. All such grass, weeds and other noxious vegetation shall be destroyed by cutting. This provision shall be in effect from April 1 through October 31 of each year. Any parcel which fails to cut such vegetation will be responsible for all costs incurred by the Village to remove such vegetation and further subject to the penalties contained in §21.24 of the Ordinances hereafter.

Dated at Somers, Wisconsin, this _____ day of June, 2022.

VILLAGE OF SOMERS

By:_____
George Stoner, President

Attest:_____
Brandi Baker, Clerk/Treasurer

Established 1843
Somers
VILLAGE & TOWN
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P.O. Box 197, Somers, WI 53171 • PH: (262) 859-2822 • FAX: (262) 859-2331

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

**MEETING DATE:** June 14, 2022

**TO:** Village President Stoner and Village Trustees

**PREPARED BY:** Jason J. Peters, Administrator

**AGENDA ITEM:** #21 Discussion and possible action on change order #1 from Globe Contractors, Inc for the CTH A & CTH Y Water Main Relay Construction Project

#22 Discussion and possible action on partial payment request #1 Globe Contractors, Inc for the CTH A & CTH Y Water Main Relay Construction Project in the amount of $250,516.50

BACKGROUND:

On March 22, 2022, the Board awarded the bid for the Globe Contractors, Inc for the CTH A & CTH Y Water Main Relay Construction Project in the amount of $272,450 to Globe Contractors, Inc. Globe Contractors, Inc submitted its first request for partial payment in the amount of $250,516.50. Globe Contractors, Inc has also submitted a request for change order #1 with this first partial payment request. Change order #1 was necessary due to the fact that the northerly connection point needed to be moved. This change order adds an additional $5,025.98 to the contract price. This project is substantially complete, and the Village has been satisfied with Globe's performance. The funding for this project is from our ARPA Funds.

PRIOR ACTION TAKEN:

Items 20 and 21 have not been previously reviewed by the Board.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Engineer Snyder recommends the approval of change order #1 and approval of partial payment request #1 from Globe Contractors, Inc for the CTH A & CTH Y Water Main Relay Construction Project. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

*#21*

*"Motion to approve change order #1 from Globe Contractors, Inc for the CTH A & CTH Y Water Main Relay Construction Project"*

*#22*

*"Motion to approve partial payment request #1 from Globe Contractors, Inc for the CTH A & CTH Y Water Main Relay Construction Project in the amount of $250,516.50"*

ATTACHMENTS:

Change Order #1 - Globe Contractors

Engineer Snyder Recommendation – Pay Request #1 - Globe Contractors

# CHANGE ORDER #1

| | | | |
|---|---|---|---|
| **PROJECT:** | CTH A & CTH Y Water Main Relay | **DATE OF ISSUANCE:** | May 23, 2022 |
| **OWNER:** | Village of Somers<br>7511 12th St.<br>Somers, WI 53171 | **ENGINEER:** | Baxter & Woodman, Inc.<br>256 S. Pine St.<br>Burlington WI, 53105 |
| **CONTRACTOR:** | Globe Contractors, Inc.<br>N50 W23076<br>Pewaukee, WI 53072 | **ENGINEER's Project No.** | 200416.60 |

You are directed to make the following changes in the Contract Documents:

**Description:** Perform proposed water main installation in accordance with revised SHEET 8 (Revised 4/8/2022) due to the existing water main's location not being as planned. Contractor shall maintain pressure in water main north of the intersection during construction.

**Purpose of Change Order:** The existing water main location at the north connection point was not as planned.

**Attachments:**
- Revised Sheet 8
- Time and material breakdown from Contractor

| **CHANGE IN CONTRACT PRICE:** | | **CHANGE IN CONTRACT TIME:** |
|---|---|---|
| Original Contract Price: | $272,450.00 | Original Contract Time:<br>Substantial Completion: May 27, 2022<br>Completion: May 27, 2022 |
| Previous Change Orders:<br>No. _____ to No. _____ | $0.00 | Change from previous Change Orders: None |
| Current Contract Price: | $272,450.00 | Current Contract Time:<br>Substantial Completion: May 27, 2022<br>Completion: May 27, 2022 |
| Net increase of this Change Order: | $5,025.98 | Net Increase of this Change Order: None |
| Contract Price with this Change Order: | $277,475.98 | Contract Time with this Change Order:<br>Substantial Completion: May 27, 2022<br>Completion: May 27, 2022 |

| **PREPARED BY:** | **APPROVED:** | **ACCEPTED:** |
|---|---|---|
| BAXTER & WOODMAN, INC. | VILLAGE OF SOMERS, WI | GLOBE CONTRACTORS, INC. |
| By Brett D. Biwer | By _____ | By _____ |
| Brett D. Biwer, P.E.<br>Project Manager | George Stoner<br>Village President | Robert Olson<br>President |

**GLOBE CONTRACTORS, INC.**
**N50 W23076 BETKER RD.**
**PEWAUKEE, WI 53072**
**262-246-0600**
**FAX: 262-246-0730**

| | |
|---|---|
| **Project: Somers - Water (1794-22)** | **Location:** |
| **Date: 04/13/22** | **Hotline # :** |

**Labor**

| Employee Name | Reg Hrs | Reg Rate | OT Hrs | OT Rate | Amt. |
|---|---|---|---|---|---|
| Tony Gerulat | 6.00 | 87.00 | | | 522.00 |
| Markus Mealy | 6.00 | 87.00 | | | 522.00 |
| Steve Weber | 6.00 | 87.00 | | | 522.00 |
| Zack Kujawa | 6.00 | 80.00 | | | 480.00 |
| Cody Bowers | 6.00 | 82.00 | | | 492.00 |
| | | | | | |
| | | | | | |
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| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| **Total Labor** | | | | | **$ 2,538.00** |

***WORK ACCOMPLISHED & REMARKS:***
Cut and cap old main and set up 2.5' hose for bypass.

**Equipment**

| Unit | Hours | Rate | Amt. |
|---|---|---|---|
| 145 Link belt | 6.00 | 100.00 | 600.00 |
| 308 Cat | 6.00 | 130.00 | 780.00 |
| Volvo 90 | 6.00 | 90.00 | 540.00 |
| 2" pump | 2.00 | 20.00 | 40.00 |
| Pick up | 6.00 | 20.00 | 120.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| **Total Equipment** | | | **$ 2,080.00** |

**Materials**

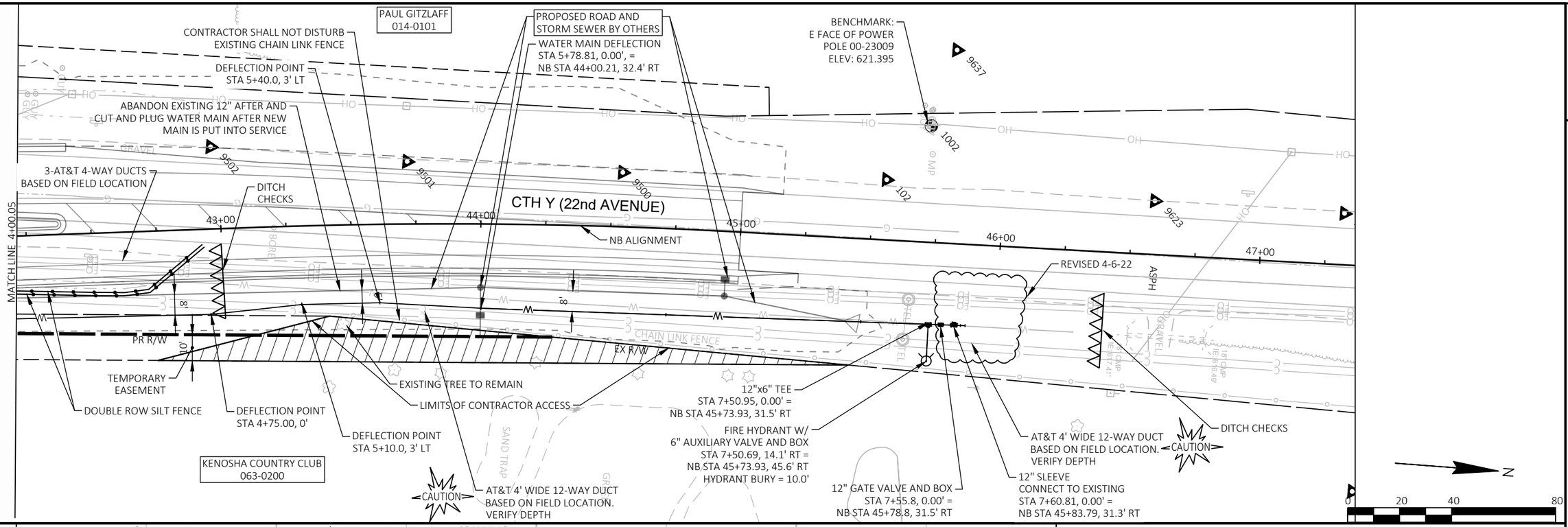
| | |
|---|---|
| Menards - 2" galv plug & cotton | 23.72 |
| mop | |
| | |
| | |
| | |
| | |
| **Total Materials** | **$ 23.72** |

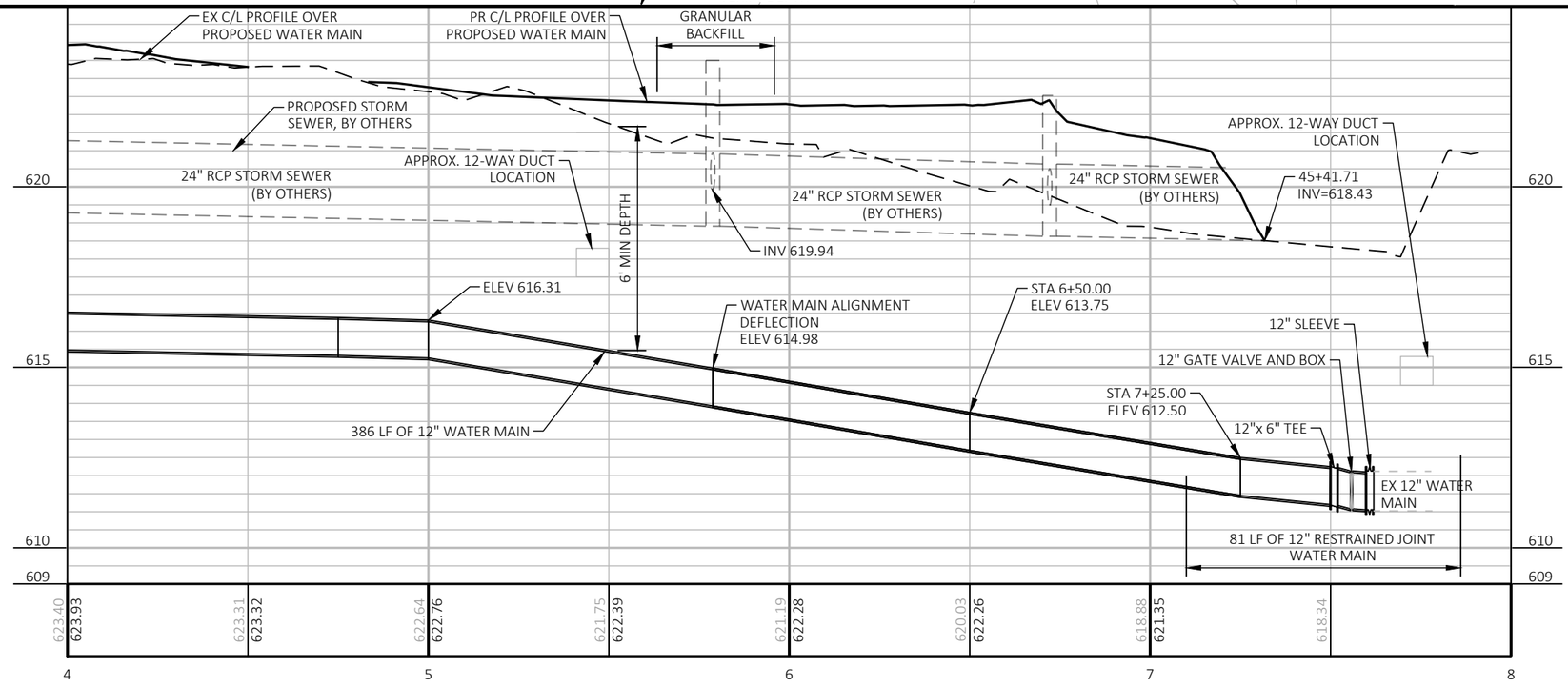
**COST OF WORK ACCOMPLISHED**

| | |
|---|---|
| Total Labor | 2,538.00 |
| Total Material | 23.72 |
| Total Labor & Material | 2,561.72 |
| plus 15% overhead profit | 384.26 |
| Total | 2,945.98 |
| Total Equipment | 2,080.00 |
| Total Cost | **$ 5,025.98** |

*Tony Gerulat*
Foremans Signature

2




| PROJECT NO: 200416 | HWY: CTH Y | COUNTY: KENOSHA | UTILITY AND PROFILE: CTH Y STA 4+00 TO STA 8+00 | SHEET 8 | E |
|---|---|---|---|---|---|

BAXTER & WOODMAN
Consulting Engineers
256 South Pine Street, Burlington, WI 53105 • 262.763.7834 • baxterwoodman.com

May 31, 2022

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

***Subject: CTH A & CTH Y Water Main Relay -- Payment Recommendation***

Dear Village Clerk,

Enclosed is an Application for Payment from Globe Contractors, Inc., for work performed on the CTH A & CTH Y Water Main Relay project. The following is our opinion of the amount due and payable to the Contractor:

| | |
|---|---|
| Contract Price | $272,450.00 |
| Work Completed to Date | $256,940.00 |
| Less Amount Retained | ($6,423.50) |
| Subtotal | $250,516.50 |
| Less Previous Payments | - |
| Total Amount Due for Partial Payment 1 | $250,516.50 |

**We recommend payment to Globe Contractors, Inc. for $250,516.50.**

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Brett D. Biwer

Brett D. Biwer, P.E.

BDB/bdb
Encs.
C/encs.: Jason Peters, Administrator (email)
Doug Snyder, Village Engineer (email)
Darin Fuglestad, Globe (email)

I:\CRYSTAL LAKE\SOMEV\200416-CTH A -Y UTILITIES\CONSTRUCTION\PAY REQUEST\PAY REQUEST #1 RECOMMENDATION.DOC

GLOBE CONTRACTORS INC.

N50 W23076 BETKER RD. • P.O. BOX 450 • PEWAUKEE, WISCONSIN 53072
262-246-0600 • FAX: 262-246-0730

**VILLAGE OF SOMERS - CTH A & CTH Y WM RELAY PAY APP NO 1**
**03/03/22 @ 10:00 AM**

| | Description | | Quantity | Cost/Unit | Total | Quantity | To Date |
|---|---|---|---|---|---|---|---|
| 1 | MOBILIZATION | LS | 1 | 3,000.00 | 3,000.00 | 1 | 3,000.00 |
| 2 | CONSTRUCTION LAYOUT & STAKING | LS | 1 | 2,900.00 | 2,900.00 | 1 | 2,900.00 |
| 3 | 12" WATER MAIN (OPEN CUT) | LF | 1,214 | 130.00 | 157,820.00 | 1208 | 157,040.00 |
| 4 | 12" CONNECT TO EXISTING WM (PRESSURE) | EA | 2 | 8,300.00 | 16,600.00 | 1 | 8,300.00 |
| 5 | 12" CONNECT TO EXISTING WM (NON-PRESSURE) | EA | 1 | 1,900.00 | 1,900.00 | 2 | 3,800.00 |
| 6 | 12" GATE VALVE & BOX | EA | 5 | 4,500.00 | 22,500.00 | 4 | 18,000.00 |
| 7 | FIRE HYDRANT | EA | 4 | 8,400.00 | 33,600.00 | 4 | 33,600.00 |
| 8 | WATER MAIN TRENCH INSULATION | LF | 20 | 30.00 | 600.00 | | - |
| 9 | ABAN WM & APPURTENANCES - VALVE BOX | EA | 6 | 200.00 | 1,200.00 | 6 | 1,200.00 |
| 9A | ABAN WM & APPURTENANCES - HYDRANT | EA | 1 | 2,000.00 | 2,000.00 | 1 | 2,000.00 |
| 10 | GRANULAR BACKFILL | LF | 125 | 38.00 | 4,750.00 | 40 | 1,520.00 |
| 11 | PAVEMENT RESTORATION | SY | 40 | 200.00 | 8,000.00 | 40 | 8,000.00 |
| 12 | RESTORATION OF UNPAVED AREAS | LS | 1 | **5,000.00** | **5,000.00** | 1 | 5,000.00 |
| 13 | EROSION & SEDIMENT CONTROL | LS | 1 | 2,830.00 | 2,830.00 | 1 | 2,830.00 |
| 14 | TRAFFIC CONTROL & PROTECTION | LS | 1 | 3,000.00 | 3,000.00 | 1 | 3,000.00 |
| 15 | TREE REMOVAL | LS | 1 | 6,750.00 | 6,750.00 | 1 | 6,750.00 |
| | ***TOTAL BID*** | | | | **$ 272,450.00** | | **256,940.00** |

| | |
|---|---|
| COMPLETE | 256,940.00 |
| RETAINAGE | 6,423.50 |
| AMOUNT DUE | 250,516.50 |

# WAIVER OF LIEN

**May 31, 2022**

**For value received, we** hereby waive **all** rights and claims for lien on land and on buildings about to be erected, being erected, erected altered or repaired and to the appurtenances thereunto,

for **Village of Somers** owner,
by **Globe Contractors, Inc.** contractor,

for Installation of water main.
same being situated in Kenosha County, State of Wisconsin, described as

Village of Somers – CTH A & Y

**Globe Contractors, Inc.**

**Darin Fuglestad, Project Manager**

Established 1843
Somers
VILLAGE & TOWN
www.somers.org
P.O. Box 197, Somers, WI 53171 • PH: (262) 859-2822 • FAX: (262) 859-2331

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

**MEETING DATE:** June 14, 2022

**TO:** Village President Stoner and Village Trustees

**PREPARED BY:** Brandi Baker, Clerk/Treasurer

**AGENDA ITEM:** #23 Action on recommendation to approve operator licenses

BACKGROUND:

Darren Holland, Stephany Koke, Alyssa Bailey, Aminah Williams, Kayla Jaworski, Amy Murphy, Tanya Kraintz, Mary Jozefowski, Kimberly Kaye, Tesa Haines, Jessica Vasquez, Samuel Johnson, Terri Keeling, Stephanie LoCascio, Hannah Lee, Saveria Tenuta, Devin Kramer, Bryce Bailey, and Calvin Hightower applied for an operator's license for the Village of Somers. No discrepancies with application.

PRIOR ACTION TAKEN:

None.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Staff recommends approval. In the event that the Village Board agrees with the recommendation to approve: Darren Holland, Stephany Koke, Alyssa Bailey, Aminah Williams, Kayla Jaworski, Amy Murphy, Tanya Kraintz, Mary Jozefowski, Kimberly Kaye, Tesa Haines, Jessica Vasquez, Samuel Johnson, Terri Keeling, Stephanie LoCascio, Hannah Lee, Saveria Tenuta, Devin Kramer, Bryce Bailey, and Calvin Hightower applications, a suggested motion would be as follows:

"*Motion to approve Operator Licenses: Darren Holland, Stephany Koke, Alyssa Bailey, Aminah Williams, Kayla Jaworski, Amy Murphy, Tanya Kraintz, Mary Jozefowski, Kimberly Kaye, Tesa Haines, Jessica Vasquez, Samuel Johnson, Terri Keeling, Stephanie LoCascio, Hannah Lee, Saveria Tenuta, Devin Kramer, Bryce Bailey, and Calvin Hightower* "

ATTACHMENTS:

NONE