

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

**Village Board Meeting
Agenda
Tuesday, October 11, 2022
5:30 p.m.**

Village Board Meeting:	
Item #	
1	Call to order
2	Pledge of Allegiance
3	Consent and Approval of Minutes of Regular meetings on September 27, 2022, Special meeting on October 4, 2022. Vouchers dated September 29, 2022, and October 6, 2022
4	Correspondence:
5	Citizens Comments
6	President and Trustee Comments
7	<p>Plan Commission Recommendation (J&M's Bar & Grill):</p> <p style="padding-left: 40px;">a. Request by Eclectic LLC, PO Box 78, Somers, WI 53171 (Owner), Justin Traugher, PO Box 78, Somers, WI 53171 (agent), for a Conditional Use Permit amendment to allow for outside amplified music in the B-2 Community Business Dist. on Tax Parcel # 82-4-222-162-0010, located in the NW ¼ of Section 16, T2N, R22E, Village of Somers. (For information purposes only, this property is located at 8013 12th Street.)</p> <p>(Village Board tabled on September 13, 2022 Board meeting)</p>
8	<p>Plan Commission Recommendation (Stream Realty)</p> <p style="padding-left: 40px;">a. Action on request by Carol F Grohs Trust & Delmar R and Jeanne V Golbricht Trust, 10812 Burlington Rd, Kenosha WI 53144; Deborah K Kahana & John P Parmentier, 10610 Burlington Rd, Kenosha WI 53144-7448; Michael C Sarauer, 10524 Burlington Rd, Kenosha WI 53144 (owners), Joe Podge, Stream Realty, 226 N. Morgan St., Suite 500,</p>

	<p>Chicago, IL 60607 (Agent), for rezoning from A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist., R-2 Suburban Single-Family Residential Dist. & R-3 Urban Single-Family Residential Dist. to BP-1 Business Park Dist. & PUD Planned Unit Development Overlay Dist., on Tax Parcel #s 82-4-222-194-0101, 82-4-222-301-0050, 82-4-222-301-0040 & 82-4-222-301-0030, located in the SE ¼ of Section 19 and the NE ¼ of Section 30, T2N, R22E, Village of Somers. (For information purposes only, this property is located at 10610 Burlington Road, 10812 Burlington Road, and 10524 Burlington Road.)</p> <p>b. Action on request by Carol F Grohs Trust & Delmar R and Jeanne V Golbricht Trust, 10812 Burlington Rd, Kenosha WI 53144; Deborah K Kahana & John P Parmentier, 10610 Burlington Rd, Kenosha WI 53144-7448; Michael C Sarauer, 10524 Burlington Rd, Kenosha WI 53144 (owners), Joe Podge, Stream Realty, 226 N. Morgan St., Suite 500, Chicago, IL 60607 (Agent), for approval of site plan and exterior fenestration on Tax Parcel #s 82-4-222-194-0101, 82-4-222-301-0050, 82-4-222-301-0040 & 82-4-222-301-0030, located in the SE ¼ of Section 19 and the NE ¼ of Section 30, T2N, R22E, Village of Somers. (For information purposes only, this property is located at 10610 Burlington Road, 10812 Burlington Road, and 10524 Burlington Road.)</p>
9	Action on proposed developer's agreement the Village of Somers and Stream Realty for a Proposed Planned Unit Development known as Somers Business Park.
10	2023 General Fund Budget Presentation by Administrator Peters
11	Action on awarding bid received for Offsite Public Utility Plans for Flint 94 Commence Center to Globe Contractors, Inc. in the amount of \$1,223,941.50
12	Action on proposed contract with Kenosha County Sheriff's Office for Law Enforcement Services for 2023
13	Action on proposed Resolution No. 2022-015, A Resolution Supporting a Strong State and Local Partnership
14	Action on changes to the Schedule of Fees for Rescue Squad Fees and Fire Department
15	Action on proposed Ordinance 2022-014, Ordinance 2022-015, Ordinance 2022-016, Ordinance 2022-017, Ordinance 2022-018, Ordinance 2022-019 for revisions to Zoning Code as it pertains to Indoor Recreation facilities in ZN 4.04 Business Districts and ZN 4.06 Public Districts
16	Discussion and possible action on Preliminary Resolution 2022-016 to Levy Special Charges to the tax roll

17	Action on proposed vacation of easement on Somers Owner LLC and Somers Owner II LLC (Becknell) property located on tax parcel# 82-4-222-183-0201
18	Approval of Operator's Licenses: None
19	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the October 11, 2022 Village Board Meeting & Agenda in 2 public place & on the Village website.

Dated this 7th day of October 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**

Village of Somers

Proceedings from the Regular Board Meeting September 27, 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, Joe Smith, and Ben Harbach, Trustee Jackie Nelson was excused. Also present: Administrator Jason Peters, Attorney Jeff Davison, and Clerk/Treasurer Brandi Baker.

Consent and Approval of Minutes of Regular meetings on September 13 Vouchers dated September 15, 2022 and September 22, 2022

Trustee Aupperle moved to approve the Consent and Approval of Minutes of Regular meetings on September 13 Vouchers dated September 15, 2022 and September 22, 2022

Seconded by Trustee Ostby. Motion carried 6-0 vote.

Correspondence

None

Citizen Comments

None

President and Trustee Comments

Trustee Sinnen reminded everyone of the Shred event on October 8th.

Trustee Smith asked about cutting the weeds at the Vet hospital.

President Stoner commented on how the budget meeting ran smooth.

Plan Commission Recommendation (Carthage College):

- a. **Action on request by: Carthage College, 2001 Alford Park Dr., Kenosha, WI 53140; Phillip Godin, 6301 Green Bay Rd., Kenosha, WI 53142 (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 #83-4-223-184-0685, -0690, -0695, -0700, -0705, & -0710, located in the SE 1/4 of Section 18, T2N, R22E, Village of Somers. (For informational purposes only, these properties are located at 729 17th St., 803 17th St., 17th Street, 809 17th St., 815 17th St., and 819 17th St.)**

Trustee Aupperle moved Motion to approve request by: Carthage College, 2001 Alford Park Dr., Kenosha, WI 53140; Phillip Godin, 6301 Green Bay Rd., Kenosha, WI 53142 (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 #83-4-223-184-0685, -0690, -0695, -0700, -0705, & -0710, located in the SE 1/4 of Section 18, T2N, R22E, Village of Somers, subject to the following conditions:

1. Subject to review comments from Village Planning dated 08/26/2022;
2. Subject to final engineering plans being reviewed and approved by Village Engineer; and
3. Subject the Execution of a Developers Agreement between the Village of Somers and Carthage College, for "Carthage College Operations Building".

Seconded by Trustee Ostby. Motion carried. 6-0 vote.

- b. Action on request by Carthage College, 2001 Alford Park Dr., Kenosha, WI 53140; Phillip Godin, 6301 Green Bay Rd., Kenosha, WI 53142 (Owners), Mark Molinaro, Jr., 600 52nd St., Suite 220, Kenosha, WI 53140 (Agent), for rezoning from R-5 Urban Single-Family Residential Dist. to I-1 Institutional Dist. & PUD Planned Unit Development Overlay Dist., on Tax Parcels #83-4-223-184-0685, -0690, -0695, -0700, -0705, & -0710, located in the SE 1/4 of Section 18, T2N, R22E, Village of Somers. (For informational purposes only, these properties are located at 729 17th St., 803 17th St., 17th Street, 809 17th St., 815 17th St., and 819 17th St.)**

Trustee Aupperle moved to to approve request by Carthage College, 2001 Alford Park Dr., Kenosha, WI 53140; Phillip Godin, 6301 Green Bay Rd., Kenosha, WI 53142 (Owners), Mark Molinaro, Jr., 600 52nd St., Suite 220, Kenosha, WI 53140 (Agent), for rezoning from R-5 Urban Single-Family Residential Dist. to I-1 Institutional Dist. & PUD Planned Unit Development Overlay Dist., on Tax Parcels #83-4-223-184-0685, -0690, -0695, -0700, -0705, & -0710, located in the SE 1/4 of Section 18, T2N, R22E, Village of Somers, subject to the following conditions:

1. Subject to review comments from Village Planning dated 08/26/2022;
2. Subject to final engineering plans being reviewed and approved by Village Engineer; and
3. Subject the Execution of a Developers Agreement between the Village of Somers and Carthage College, for "Carthage College Operations Building"

Seconded by Trustee Ostby. Motion carried. 6-0 vote.

- c. **Action on request by Carthage College, 2001 Alford Park Dr., Kenosha, WI 53140; Phillip Godin, 6301 Green Bay Rd., Kenosha, WI 53142 (Owners), Mark Molinaro, Jr., 600 52nd St., Suite 220, Kenosha, WI 53140 (Agent), for site plan and exterior fenestration review on Tax Parcels #83-4-223-184-0685, -0690, -0695, -0700, -0705, & -0710, located in the SE 1/4 of Section 18, T2N, R22E, Village of Somers. (For informational purposes only, these properties are located at 729 17th St., 803 17th St., 17th Street, 809 17th St., 815 17th St., and 819 17th St.)**

Trustee Sinnen moved to approve request by Carthage College, 2001 Alford Park Dr., Kenosha, WI 53140; Phillip Godin, 6301 Green Bay Rd., Kenosha, WI 53142 (Owners), Mark Molinaro, Jr., 600 52nd St., Suite 220, Kenosha, WI 53140 (Agent), for site plan and exterior fenestration review on Tax Parcels #83-4-223-184-0685, -0690, -0695, -0700, -0705, & -0710, located in the SE 1/4 of Section 18, T2N, R22E, Village of Somers, subject to the following conditions:

1. Subject to review comments from Village Planning dated 08/26/2022.
2. Subject to final engineering plans being reviewed and approved by Village Engineer; and
3. Subject the Execution of a Developers Agreement between the Village of Somers and Carthage College, for “Carthage College Operations Building”

Seconded by Trustee Aupperle. Motion carried. 6-0 vote.

Trustee Sinnen checked to make sure mailings went out.

Action on proposed developer’s agreement between the Village of Somers and Carthage College, for “Carthage College Operations Building”

Trustee Aupperle moved to approve proposed developer’s agreement between the Village of Somers and Carthage College, for “Carthage College Operations Building” subject to the following conditions:

1. Subject to review comments from Village Planning dated 08/26/2022; and
2. Subject to final engineering plans being reviewed and approved by Village Engineer.

Seconded by Trustee Sinnen. Motion carried. 6-0 vote.

Trustee Sinnen commented on how he is happy there is a pilot agreement

Motion to take from the Table, Plan Commission Recommendation (J&M's Bar & Grill):

a. Request by Eclectic LLC, PO Box 78, Somers, WI 53171 (Owner), Justin Traughber, PO Box 78, Somers, WI 53171 (agent), for a Conditional Use Permit amendment to allow for outside amplified music in the B-2 Community Business Dist. on Tax Parcel # 82-4-222-162-0010, located in the NW ¼ of Section 16, T2N, R22E, Village of Somers. (For information purposes only, this property is located at 8013 12th Street.)

No motion to remove, will remain on the table.

Plan Commission Recommendation (J&M's Bar & Grill):

a. Discussion and possible action on request by Eclectic LLC, PO Box 78, Somers, WI 53171 (Owner), Justin Traughber, PO Box 78, Somers, WI 53171 (agent), for a Conditional Use Permit amendment to allow for outside amplified music in the B-2 Community Business Dist. on Tax Parcel # 82-4-222-162-0010, located in the NW ¼ of Section 16, T2N, R22E, Village of Somers. (For information purposes only, this property is located at 8013 12th Street.)

No discussion or action.

Action on proposed Ordinance 2022-013, an Ordinance to recreate section 11.07(K)(1) of the code of Ordinances of the Village of Somers relating to the separation of Licensed Premises.

Trustee Aupperle moved to waive the first reading of Ordinance No 2022-013.

Seconded by Trustee Ostby. Motion carried. 6-0 vote.

Trustee Harbach moved to approve proposed Ordinance 2022-013, an Ordinance to recreate section 11.07(K)(1) of the code of Ordinances of the Village of Somers relating to the separation of Licensed Premises”.

Seconded by Trustee Sinnen. Motion carried. 6-0 vote.

Plan Commission Recommendation (Golden Oil)

a. Motion to reconsider on request by Somers USA, LLC, 1170 22nd Avenue, Kenosha, WI 53140 (Owner), Ted Gement, BP Kenosha Travel Plaza, 1170 22nd Avenue, Kenosha, WI 53140 (Agent); for an amendment to a previously approved Conditional Use Permit to allow alcohol consumption on the premises in the B-3 Highway Business District on Tax Parcel # 82-4-222-193-0202 located in the southwest quarter of Section 19, Township 2 North, Range 22 East, Village of Somers. For informational purposes only, this

property is located on the northwest corner of the intersection of 120th Avenue (the east frontage road of I-94) and County Trunk Highway “S”.) Matter was conditionally approved on August 23, 2022.

Trustee Ostby moved to reconsider on request by Somers USA, LLC, 1170 22nd Avenue, Kenosha, WI 53140 (Owner), Ted Gement, BP Kenosha Travel Plaza, 1170 22nd Avenue, Kenosha, WI 53140 (Agent); for an amendment to a previously approved Conditional Use Permit to allow alcohol consumption on the premises in the B-3 Highway Business District on Tax Parcel # 82-4-222-193-0202 located in the southwest quarter of Section 19, Township 2 North, Range 22 East, Village of Somers. For informational purposes only, this property is located on the northwest corner of the intersection of 120th Avenue (the east frontage road of I-94) and County Trunk Highway “S”.) Matter was conditionally approved on August 23, 2022.

Seconded by Trustee Aupperle. Motion carried. 6-0 vote.

President Stoner commented on the lights still not being fixed.

Trustee Sinnen expressed his frustration on the lights and asked the plan to fix the lights.

Owner Ted Gement explained that an electrician has been contacted but they are short staffed. Will make sure the lights are taken care of.

Trustee Ostby moved to approve request by Somers USA, LLC, 1170 22nd Avenue, Kenosha, WI 53140 (Owner), Ted Gement, BP Kenosha Travel Plaza, 1170 22nd Avenue, Kenosha, WI 53140 (Agent); for an amendment to a previously approved Conditional Use Permit to allow alcohol consumption on the premises in the B-3 Highway Business District on Tax Parcel # 82-4-222-193-0202 located in the southwest quarter of Section 19, Township 2 North, Range 22 East, Village of Somers, subject to the following conditions:

1. Subject to the information and site plan contained in the submitted conditional use permit application dated June 22, 2022.
2. Subject to receiving approval of any required licenses/permits from the Village of Somers regarding the sale & consumption of alcohol on premises.
3. All other conditions contained in previously approved Conditional Use Permits for the property shall remain in effect.
4. Subject to Kenosha County zoning permit(s) being issued for any proposed structures including signage, new principal buildings or additions thereto, fences, accessory buildings, etc.
5. Subject to issuance of a revised Kenosha County Certificate of Compliance prior to opening of the bar/lounge to the public.

6. It is the responsibility of the applicant to assure and guarantee that the above conditions are fully complied with. This includes, but is not necessarily limited to, meeting conditions established herein, providing any applicable letters of credit, providing and following approved plans, obtaining permits prior to construction, making improvements, participating in coordination meetings with governmental officials, following established time frames, meeting deadlines, and providing additional information where deemed necessary. Any unauthorized deviation from the approved plans and conditions shall result in the issuance of a citation and/or applicable stop work order by the Village of Somers or other applicable agencies until the conditional use permit is brought back into compliance. Continued violation of the conditions as set forth herein shall result in a recommendation for revocation of the Conditional Use Permit.

7. Any substantial change or expansion of the submitted plan of operation shall require the applicant to re-apply for a Conditional Use Permit to the Village of Somers for its review and approval.

8. If property ownership and/or tenant shall happen to change it shall be the responsibility of the person(s) that signed these conditions to notify the new owner and/or tenant of all above stated conditions of approval.

9. It is the total responsibility of the petitioner to assure and guarantee that the above stated conditions are fully complied with. Any deviation from the approved plans and conditions shall result in the issuance of a citation and associated stop work order until the project is brought back into compliance. Continuance of the project shall result in a recommendation for revocation of the Conditional Use Permit.

10. Execution of a Developer's Agreement between Golden Oil Co. and Somers USA, LLC and the Village of Somers.

11. Conditional use permit shall not be issued until such time as Golden Oil Co. and USA, LLC have corrected parking lot lights on Tax Parcel 82-4-222-193-0202 so that they are in compliance with Village Ordinances.

Seconded by Trustee Aupperle. Motion carried. 6-0 vote.

Action on application for 2022-2023 "Class B" & Class "B" Alcohol License for Kenosha Travel Plaza, 11800 Burlington Road, Kenosha WI

Trustee Aupperle moved to approve application for 2022-2023 "Class B" & Class "B" Alcohol License for Kenosha Travel Plaza, 11800 Burlington Road, Kenosha WI" subject to the following conditions:

1. Execution of a Developer's Agreement between Golden Oil Co. and Somers USA, LLC and the Village of Somers; and

2. Execution of amendment to a previously approved Conditional Use Permit.

Seconded by Trustee Smith. Motion carried. 6-0 vote.

Attorney Davison commented that Building and Fire inspections should be completed when finished with renovations.

Action on application for Special Event Permit from Geebo LLC for events held on September 29, 2022 from 5 pm -9:30 pm. Events to be held at Somers House, 1548 Sheridan Road.

Trustee Smith moved to approve the to approve application for Special Event Permit from Geebo LLC for events held on September 29, 2022, from 5-9:30 pm. Events to be held at Somers House, 1548 Sheridan Road.”

Seconded by Trustee Aupperle. Motion carried. 6-0 vote.

Trustee Sinnen commented on the timeliness of submitting these applications.

Trustee Aupperle discussed using snow fencing in place of the roping off of the area.

Trustee Ostby moved to amend to include snow fencing barrier with proper inspection.

Seconded by Trustee Aupperle. Motion carried on amendment. 6-0 vote.

Trustee Ostby moved to to approve application for Special Event Permit from Geebo LLC for events held on September 29, 2022, from 5-9:30 pm. Events to be held at Somers House, 1548 Sheridan Road and to include snow fencing barrier with proper inspection ”

Seconded by Trustee Aupperle. Motion carried. 6-0 vote.

Action on proposed Resolution No. 2022-014, Resolution for the Implementation of Phase Two Wetland Restoration and Riparian Buffer Improvements at Neumiller Woods and Gitzlaff Park in Cooperation with Root-Pike Watershed Initiative Network.

Trustee Sinnen moved to approve proposed Resolution No. 2022-014, Resolution for the Implementation of Phase Two Wetland Restoration and Riparian Buffer Improvements at Neumiller Woods and Gitzlaff Park in Cooperation with Root-Pike Watershed Initiative Network.

Seconded by Trustee Ostby. Motion carried. 6-0 vote.

Action on directing Root-Pike Watershed Initiative Network to award Engineering and Permitting Services for Neumiller Park Rehabilitation - Phase II in that amount of \$19,500 to Hey and Associates on behalf of the Village of Somers

Trustee Aupperle moved to approve Root-Pike Watershed Initiative Network to award Engineering and Permitting Services for Neumiller Park Rehabilitation - Phase II in that amount of \$19,500 to Hey and Associates on behalf of the Village of Somers”

Seconded by Trustee Sinnen, Motion carried. 6-0 vote.

Approval of Operator’s Licenses: Anja Krueger and Quinn Petersen

Trustee Harbach moved to approve the approve Operator Licenses: Anja Krueger and Quinn Petersen”

Seconded by Trustee Aupperle. Motion carried. 6-0 vote.

Adjourn

Trustee Harbach moved to adjourn at 5:58 p.m.

Seconded by Trustee Ostby. Motion carried. 6-0 Vote.

Drafted this 28^h day of September by Brandi Baker Clerk/Treasurer

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

**Village of Somers
Proceedings from the Special Board Meeting October 4, 2022**

President Stoner called the meeting to order at 7:48 p.m.

President Stoner led the Pledge of Allegiance.

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

Citizen Comments

None

Discussion and possible action on Commercial Insurance Renewal Proposal from Arthur Gallagher Risk Management Services, Inc. in the amount of \$238,606.15

Trustee Sinnen moved to approve Commercial Insurance Renewal Proposal from Arthur Gallagher Risk Management Services, Inc. in the amount of \$238,606.15”

Seconded by Trustee Aupperle. Motion carried. 6-0 vote.

Adjourn

Trustee Harbach moved to adjourn at 7:53 p.m.

Seconded by Trustee Ostby. Motion carried. 6-0 vote.

Drafted this 5th day of October 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					
09/29/2022	POOL	60823	AIR001	AIRGAS USA, LLC	362.39
09/29/2022	POOL	60824	ALERTALL	ALERT-ALL CORP	1,048.75
09/29/2022	POOL	60825	HOP001	ANDREA & ORENDORFF LLP	2,340.00
09/29/2022	POOL	60826	BLUELINE	BLUE LINE INSTALLATIONS	200.00
09/29/2022	POOL	60827	BORLAND	CARRIE BORLAND	400.00
09/29/2022	POOL	60828	SPECTRUM	CHARTER COMMUNICATIONS	344.16
09/29/2022	POOL	60829	SPECTRUM	CHARTER COMMUNICATIONS	21.90
09/29/2022	POOL	60830	CLAWZ	CLAWZ & PAWZ	375.00
09/29/2022	POOL	60831	EAGLEMEDIA	EAGLE MEDIA INC	109.99
09/29/2022	POOL	60832	EMEO01	EMERGENCY MEDICAL PRODUCTS INC	6.65
09/29/2022	POOL	60833	EMSAR	EMSAR, INC	650.00
09/29/2022	POOL	60834	EUROFINS	EUROFINS EATON ANALYTICAL LLC	270.00
09/29/2022	POOL	60835	HLK001	HOERNEL LOCK & KEY INC	376.32
09/29/2022	POOL	60836	JCLICHT	JC LICHT LLC	6.99
09/29/2022	POOL	60837	JEF001	JEFFERSON FIRE & SAFETY INC	1,417.28
09/29/2022	POOL	60838	JOHNS	JOHNS DISPOSAL SERVICE INC	59,381.20
09/29/2022	POOL	60839	KEISLER	KATHY KEISLER	415.76
09/29/2022	POOL	60840	KEN005	KENOSHA TIRE INC	28.00
09/29/2022	POOL	60841	KWU002	KENOSHA WATER UTILITY	42.00
09/29/2022	POOL	60842	MARKETSQUA	MARKET SQUARE APARTMENTS LLC &	150,000.00
09/29/2022	POOL	60843	NAP001	NAPA AUTO PARTS	18.64
09/29/2022	POOL	60844	RICOHUSA	RICOH USA, INC	193.43
09/29/2022	POOL	60845	PEREZ	SANDRO PEREZ	827.60
09/29/2022	POOL	60846	SCHIND	SCHINDLER ELEVATOR CORPORATION	1,593.95
09/29/2022	POOL	60847	SIRENSERV	SIREN SERVICES LLC	11,383.71
09/29/2022	POOL	60848	STAPLEAD	STAPLES	352.98
09/29/2022	POOL	60849	THEJOURNAL	THE JOURNAL TIMES	250.08

POOL TOTALS:

Total of 27 Checks:	232,416.78
Less 0 Void Checks:	0.00
Total of 27 Disbursements:	<u>232,416.78</u>

10/06/2022 03:47 PM
 User: jmartin
 DB: Somers

CHECK REGISTER FOR VILLAGE OF SOMERS
 CHECK DATE FROM 10/06/2022 - 10/06/2022

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
10/06/2022	POOL	60851	BRUM	ANN BRUMBACK	47.15
10/06/2022	POOL	60852	AAC001	ASSOCIATED APPRAISAL	2,674.66
10/06/2022	POOL	60853	AT&T001	AT&T	264.72
10/06/2022	POOL	60854	AT&T001	AT&T	115.44
10/06/2022	POOL	60855	AT&TMOB	AT&T MOBILITY	486.13
10/06/2022	POOL	60856	BTM001	BOUND TREE MEDICAL LLC	353.70
10/06/2022	POOL	60857	BAKER	BRANDI BAKER	148.59
10/06/2022	POOL	60858	TRI-VISA	CARDMEMBER SERVICE	604.04
10/06/2022	POOL	60859	DAV001	DAVISON LAW OFFICE, LTD	1,275.50
10/06/2022	POOL	60860	EME001	EMERGENCY MEDICAL PRODUCTS INC	282.47
10/06/2022	POOL	60861	UHS001	FROEDTERT SOUTH INC	495.35
10/06/2022	POOL	60862	STO001	GEORGE STONER	311.99
10/06/2022	POOL	60863	SOR001	JOHN E SORENSEN	58.72
10/06/2022	POOL	60864	KENCNTIT	KENOSHA COUNTY INFORMATION	8,700.00
10/06/2022	POOL	60865	KEN002	KENOSHA COUNTY TREASURER	924.21
10/06/2022	POOL	60866	KWU001	KENOSHA WATER UTILITY	49,572.74
10/06/2022	POOL	60867	LEGACY	LEGACY-VARIN	14,083.20
10/06/2022	POOL	60868	LTP001	LYONS TRUCK PARTS	311.68
10/06/2022	POOL	60869	OLENICZAK	OLENICZAK LAW LLC	761.25
10/06/2022	POOL	60870	PSC001	PUBLIC SERVICE COMMISSION OF WI	1,304.85
10/06/2022	POOL	60871	STERICYCLE	STERICYCLE INC	16.01
10/06/2022	POOL	60872	TKITZ	TIMOTHY KITZMAN	20.50
10/06/2022	POOL	60873	WEE001	WE ENERGIES	95.49
10/06/2022	POOL	60874	WEE002	WE ENERGIES	88.30
10/06/2022	POOL	60875	WICOURT	WI COURT FINES & SURCHARGES	3,300.73
10/06/2022	POOL	60876	WIL002	WIL-KIL PEST CONTROL	168.70
10/06/2022	POOL	60877	WAM001	WILLIAM A MORRIS	149.42

POOL TOTALS:

Total of 27 Checks:	86,615.54
Less 0 Void Checks:	0.00
Total of 27 Disbursements:	<u>86,615.54</u>

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

MEETING DATE: October 11, 2022

TO: Village President Stoner and Village Trustees

PREPARED BY: Brandi Baker, Clerk/Treasurer

AGENDA ITEM: #7 Tabled Item: Plan Commission Recommendation
(J&M's Bar & Grill):

- a. Request by Eclectic LLC, PO Box 78, Somers, WI 53171 (Owner), Justin Traughber, PO Box 78, Somers, WI 53171 (agent), for a Conditional Use Permit amendment to allow for outside amplified music in the B-2 Community Business Dist. on Tax Parcel # 82-4-222-162-0010, located in the NW ¼ of Section 16, T2N, R22E, Village of Somers. (For information purposes only, this property is located at 8013 12th Street.)

BACKGROUND:

Eclectic, LLC (dba J&M's Bar & Grill) was granted a Conditional Use Permit (CUP) by the Board in August of 2021. This CUP allowed the business to have an outdoor dining and recreation area. The site is currently zoned B-2. The CUP limits the hours of operations for the outdoor/recreation area to 11 a.m. to 9 p.m.

In May, J&M's Bar & Grill applied for a cabaret license to hold outdoor music. The applicant was informed that the CUP would not permit these activities as it states, "There shall be no outside amplified music speakers or live music". They were advised that if they wished to hold these activities, they would need to seek an amendment to their CUP. They applied for an amendment to their CUP at the end of May.

PRIOR ACTION TAKEN:

The requisite public hearing for the amendment to their CUP held by the Plan Commission on July 11th. Several residents spoke out against the granting of the amendment. Their main concern was the noise that would be created.

Justin Traugher, with J&M's Bar & Grill spoke during the public hearing and stated that he did not want to have loud music on the patio. He stated that he was looking to have someone with a guitar and an amplifier. His application states that the "music level will be appropriate to ensure that our customers can conversate and not be uncomfortable with over-loud music."

The Plan Commission's main concern was over any noise created by the suggested activities and how this could affect neighboring properties given the proximity of the homes. The Plan Commission's recommendation (7-0) was to deny the request for an amendment to the CUP.

The Board discussed this at the July 19th Work session and Directed the Owner to hold a neighbor meeting.

For these activities to take place, J&M's Bar and Grill also needed to go through the probationary period for a cabaret license. This item was placed on our July 12th Board Meeting. The Board tabled the matter.

Owner Justin Traugher held a "neighborhood meeting" at the Village Hall on August 15th. The purpose of the meeting was to address the concerns held by the surrounding neighbors. Invitations went out to the seventy-four neighbors that received the initial Notice of Public Hearing sent by the Village. There were seven attendees along with Trustee Smith. Concerns about noise occurrences from the parking lot was discussed, along with solutions to minimize future occurrences. After discussing the main reason for the meeting, owners Justin and Megan Traugher proposed the following:

- 1 to 2 artists (vocalist/guitarist)
- 1 to 2 events per month, weather permitting
- Music shall be played in the far east corner of the patio, adjacent to the east commercial building. To help with sound mitigation, speakers and other equipment will be positioned in the direction of the south vacant lot behind the patio; away from the only surrounding residential neighbor
- Music to cease no later than 9pm, allowing an appropriate time for all outdoor activities to end and patrons to move inside
- Permit/License is nontransferable

The neighbors suggested a 1-year probationary period with the following added stipulations:

- The immediate neighbors be notified via text/call one week in advance to the event
- All neighbors be provided with a direct/personal phone number to notify of a significant disturbance.

Based on the fact the “neighborhood meeting” was held on August 15th, the Board again reviewed and discussed this matter at our September 6th Work Session. Several Trustees spoke out in favor of granting the request with the stipulated conditions. While several other Trustees spoke out against the granting the of their request for fears that the outdoor music would change the feel of the neighborhood and how this would affect the current homeowners.

At our September 13th Board meeting, this matter was tabled. The discussion leading to the tabling of this matter, focused on removal of the condition that no outside amplified music speakers or live music be removed so that the applicant could apply for the events that he is requesting through the special event permit application.

Attorney Davison has drafted an amended CUP. Condition 8 of the amended CUP now reads as follows:

8. There shall be no outside amplified music speakers or live music, except as may be allowed under any Special Events Permit issued by the Village Board pursuant to Chapter 12 of the Code of Ordinances, as may be amended from time to time.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

This item was Tabled by the Village Board at the September 13, 2022 Board Meeting.

At this time, the Staff recommends to keep this item tabled.

ATTACHMENTS:

None

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

MEETING DATE: October 11th, 2022

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #8 Plan Commission Recommendation (Stream Realty)

- a. Action on request by Carol F Grohs Trust & Delmar R and Jeanne V Golbricht Trust, 10812 Burlington Rd, Kenosha WI 53144; Deborah K Kahana & John P Parmentier, 10610 Burlington Rd, Kenosha WI 53144-7448; Michael C Sarauer, 10524 Burlington Rd, Kenosha WI 53144 (owners), Joe Podge, Stream Realty, 226 N. Morgan St., Suite 500, Chicago, IL 60607 (Agent), for rezoning from A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist., R-2 Suburban Single-Family Residential Dist. & R-3 Urban Single-Family Residential Dist. to BP-1 Business Park Dist. & PUD Planned Unit Development Overlay Dist., on Tax Parcel #s 82-4-222-194-0101, 82-4-222-301-0050, 82-4-222-301-0040 & 82-4-222-301-0030, located in the SE ¼ of Section 19 and the NE ¼ of Section 30, T2N, R22E, Village of Somers. (For information purposes only, this property is located at 10610 Burlington Road, 10812 Burlington Road, and 10524 Burlington Road.)
- b. Action on request by Carol F Grohs Trust & Delmar R and Jeanne V Golbricht Trust, 10812 Burlington Rd, Kenosha WI 53144; Deborah K Kahana & John P Parmentier, 10610 Burlington Rd, Kenosha WI 53144-7448; Michael C Sarauer, 10524 Burlington Rd, Kenosha WI 53144 (owners), Joe Podge, Stream Realty, 226 N. Morgan St., Suite 500, Chicago, IL 60607 (Agent), for approval of site plan and exterior fenestration on Tax Parcel #s 82-4-222-194-0101, 82-4-222-301-0050, 82-4-222-301-0040 & 82-4-222-301-0030, located in the SE ¼ of Section 19 and the NE ¼ of Section 30, T2N, R22E, Village of Somers. (For information purposes only, this property is located at 10610

Burlington Road, 10812 Burlington Road, and 10524 Burlington Road.)

- #9 Action on proposed developer's agreement the Village of Somers and Stream Realty for a Proposed Planned Unit Development known as Somers Business Park.
-

BACKGROUND:

The Village began working with Stream Realty in late 2021 regarding their desire to bring a "Class A" warehousing/industrial project to approximately 90 acres (82-4-222-194-0101, 82-4-222-301-0030, 82-4-222-301-0040, 82-4-222-301-0050) located on CTH S, west of the recently approved HSA project. Phase I would bring a 612,252 sq. ft building. Phase II would bring two smaller buildings. In total, the Project would bring three buildings totaling 935,000 sq. ft. of warehousing/manufacturing space. These buildings are being built as "spec" buildings. The project will require the following:

- Rezoning from A-1 Agricultural Preservation Dist., A-2 General Agriculture Dist., R-2 Suburban Single Family Residential Dist., R-3 Urban Single-Family Residential Dist. to BP-1 Business Park Dist. PUD Planned Unit Development Overlay Dist.; and
- Site Plan and Exterior Fenestration approval.

PRIOR ACTION TAKEN:

On June 29th, Stream Realty held a public information meeting at the Village Hall for the residents in the area. The purpose of this meeting was for the public to give feedback to the developer regarding the neighboring properties concerns over the project. At this meeting, the main concerns were sound, lighting, and access to CTH S.

The Plan Commission was scheduled to hear the rezone request and a site plan review request on July 11th. The Plan Commission held the requisite public hearing on the rezone requests. There was one public commenter. Their main concern was that project like this are moving closer to residential areas and they wanted to make sure that noise issues and lighting were addressed in the site plan.

The Plan Commission's discussion focused on how stormwater would be addressed and access to the property from CTH S. The Plan Commission's recommendation (7-0) was to approve the Applicant's request for rezoning and PUD Overlay. Of note, the Developer explained that this site plan has the building at a lower elevation than the surrounding roads to help alleviate issues regarding sound and lighting from the buildings.

The Board originally reviewed this request at our July 19th Work Session. At that time, there was still a question of what access would be allowed to the site off of CTH S. This matter is controlled by Kenosha County. Administration, President Stoner, and the developer have been working with Commissioner Abongwa on this matter. The County has granted a left in and right out for the property. Trucks will now be able to exit onto

CTH S and enter the property with “left in” crossing CTH S. The County has requested that Stream Realty enter into a Memorandum of Understanding on how these accesses will be constructed.

The Developer has also submitted a CSM that will serve to combine the lots and dedicating the right-of-way. This CSM will need to be presented to the Plan Commission and then the Board. The earlier this could be completed would be in November. This will need to be a conditional of approval. As in past practice, the recommendation for action will also include that these matters be conditionally approved subject to final review by Planning, Engineering, and a Developer’s Agreement.

As there are a large number of files associated with the original review on July 19th, these materials can be viewed using the following link:

<https://www.somers.org/wp-content/uploads/2022/07/2022.07.15-Village-Work-Session-Packet-OPT.pdf>

The Developer has provided updated exhibits for the Developers Agreement. The Developer has also provided additional materials to evidence the enhanced landscaping that has been proposed.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

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

#8a.

“Motion to approve request by Carol F Grohs Trust & Delmar R and Jeanne V Golbricht Trust, 10812 Burlington Rd, Kenosha WI 53144; Deborah K Kahana & John P Parmentier, 10610 Burlington Rd, Kenosha WI 53144-7448; Michael C Sarauer, 10524 Burlington Rd, Kenosha WI 53144 (owners), Joe Podge, Stream Realty, 226 N. Morgan St., Suite 500, Chicago, IL 60607 (Agent), for rezoning from A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist., R-2 Suburban Single-Family Residential Dist. & R-3 Urban Single-Family Residential Dist. to BP-1 Business Park Dist. & PUD Planned Unit Development Overlay Dist., on Tax Parcel #s 82-4-222-194-0101, 82-4-222-301-0050, 82-4-222-301-0040 & 82-4-222-301-0030, located in the SE ¼ of Section 19 and the NE ¼ of Section 30, T2N, R22E, Village of Somers, subject to the following conditions:

- 1. Subject to final plans being reviewed and approved by Village Planning;*
- 2. Subject to final engineering plans being reviewed and approved by Village Engineer;*
- 3. Subject to recordation of a Village approved Certify Survey map that will serve to combine the above referenced parcels;*

4. *Subject to Developer entering into a Memorandum of understanding with Kenosha County for the construction of offsite public infrastructure; and*
5. *Execution of a Developer's Agreement between the Village of Somers and Stream Realty for a Proposed Planned Unit Development known as Somers Business Park.*

#8b

Motion to approve request by Carol F Grohs Trust & Delmar R and Jeanne V Golbricht Trust, 10812 Burlington Rd, Kenosha WI 53144; Deborah K Kahana & John P Parmentier, 10610 Burlington Rd, Kenosha WI 53144-7448; Michael C Sarauer, 10524 Burlington Rd, Kenosha WI 53144 (owners), Joe Podge, Stream Realty, 226 N. Morgan St., Suite 500, Chicago, IL 60607 (Agent), for approval of site plan and exterior fenestration on Tax Parcel #s 82-4-222-194-0101, 82-4-222-301-0050, 82-4-222-301-0040 & 82-4-222-301-0030, located in the SE ¼ of Section 19 and the NE ¼ of Section 30, T2N, R22E, Village of Somers, subject to the following conditions:

1. *Subject to final plans being reviewed and approved by Village Planning;*
2. *Subject to final engineering plans being reviewed and approved by Village Engineer;*
3. *Subject to recordation of a Village approved Certify Survey map that will serve to combine the above referenced parcels;*
4. *Subject to Developer entering into a Memorandum of understanding with Kenosha County for the construction of offsite public infrastructure; and*
5. *Execution of a Developer's Agreement between the Village of Somers and Stream Realty for a Proposed Planned Unit Development known as Somers Business Park.*

#9

Motion to approve proposed developer's agreement the Village of Somers and Stream Realty for a Proposed Planned Unit Development known as Somers Business Park., subject to the following conditions:

1. *Subject to final plans being reviewed and approved by Village Planning;*

2. *Subject to final engineering plans being reviewed and approved by Village Engineer;*
3. *Subject to recordation of a Village approved Certify Survey map that will serve to combine the above referenced parcels; and*
4. *Subject to Developer entering into a Memorandum of understanding with Kenosha County for the construction of offsite public infrastructure;*

ATTACHMENTS:

County Access Comments

Developer's Agreement with Exhibits

Landscaping renderings



COUNTY OF KENOSHA

Shelly Billingsley, Director
Department of Public Works & Development Services

Clement Abongwa, Director
Division of Highways
19600 75th Street, Suite 122-1
Bristol, Wisconsin 53104
(262) 857-1870
Fax: (262) 857-1885

Date: September 19, 2022

To: Adam R. Artz
Pinnacle Engineering Group
20725 W. Watertown Road, Suite 100
Brookfield, WI 53186
Phone #: (414) 588-5851

REVIEW COMMENTS

Re: Grohs Parcel – Conceptual Layout of Its Accesses along CTH S

The County has reviewed the Technical Memorandum on the Grohs Parcel Accesses to County Highway “S” (CTH S) and has determined as follows;

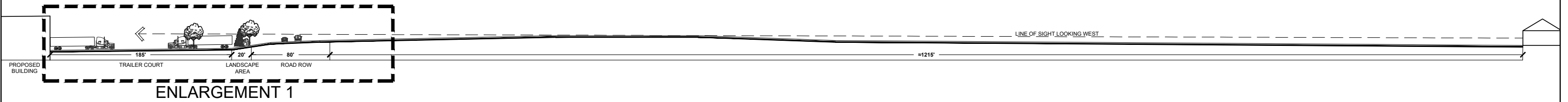
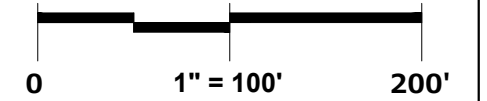
1. The conceptual layout of the public roadway and west driveway accesses along CTH S have been considered satisfactory and approved.
 - Public roadway access shall be characterized by right-in/right-out and eastbound left-in only. A median opening shall be permitted to accommodate eastbound left turn movement.
 - West driveway access shall be characterized by right-in/right-out only
2. The west driveway access shall be dedicated for passenger vehicles only. No ingress nor egress truck traffic is permitted to use the west driveway access
3. A dedicated westbound right-turn lane is required for the proposed public roadway access
4. Both public roadway access and west driveway shall intersect at right angle with CTH S
5. A comprehensive access design plan shall be developed by a licensed Kenosha/WisDOT approved design consultant. The plan developed shall be reviewed and approved by the County
6. Concrete curb and gutter is not permitted within the highway right-of-way
7. The County and the developer shall execute a memorandum of understanding in which the prosecution of the design and construction of the accesses to Grohs property shall be clearly outlined
8. A driveway permit is required prior to constructing both accesses to the Grohs property







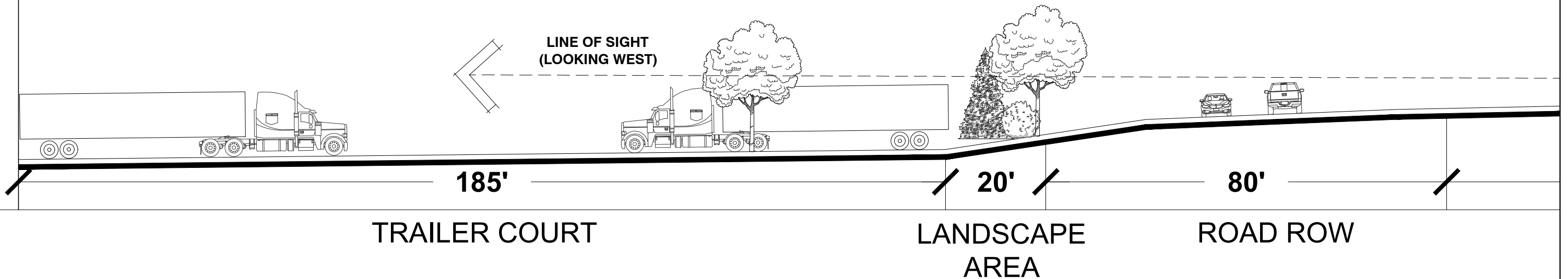
GRAPHICAL SCALE (FEET)



OVERALL CROSS SECTION

SCALE: 1"=20'

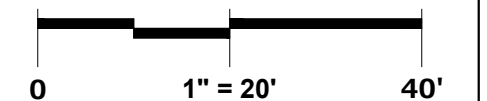
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ENLARGEMENT 1

SCALE: 1"=20'

GRAPHICAL SCALE (FEET)



SOMERS BUSINESS PARK | OFF SITE CROSS SECTION

VOID Per Revised Exhibit - Intended Use for Comparison

7.14.22

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM |

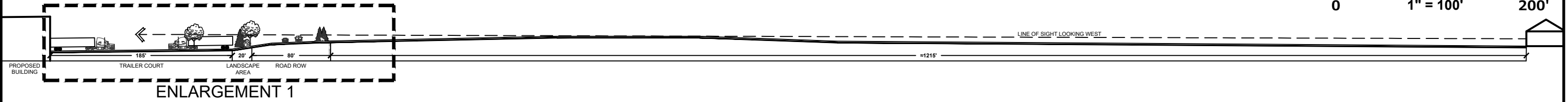
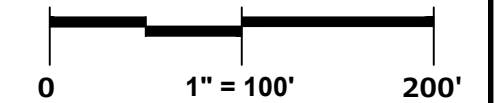
PLAN | DESIGN | DELIVER

PEG JOB# 2360.00

OVERALL CROSS SECTION

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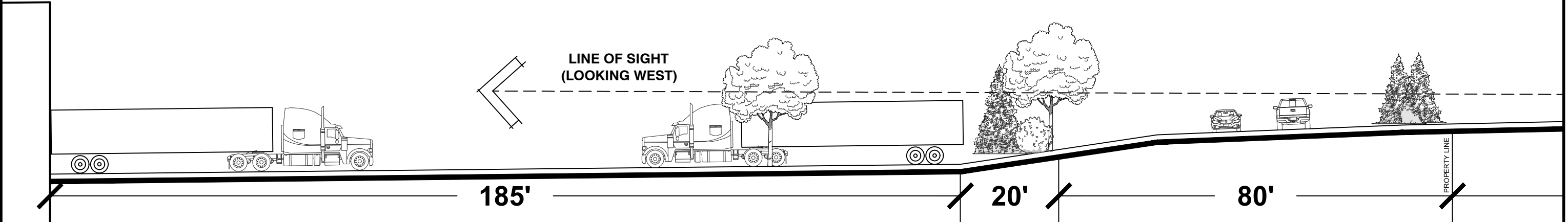
GRAPHICAL SCALE (FEET)



ENLARGEMENT 1



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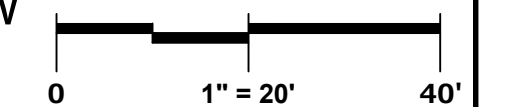


TRAILER COURT

LANDSCAPE AREA

ROAD ROW

GRAPHICAL SCALE (FEET)



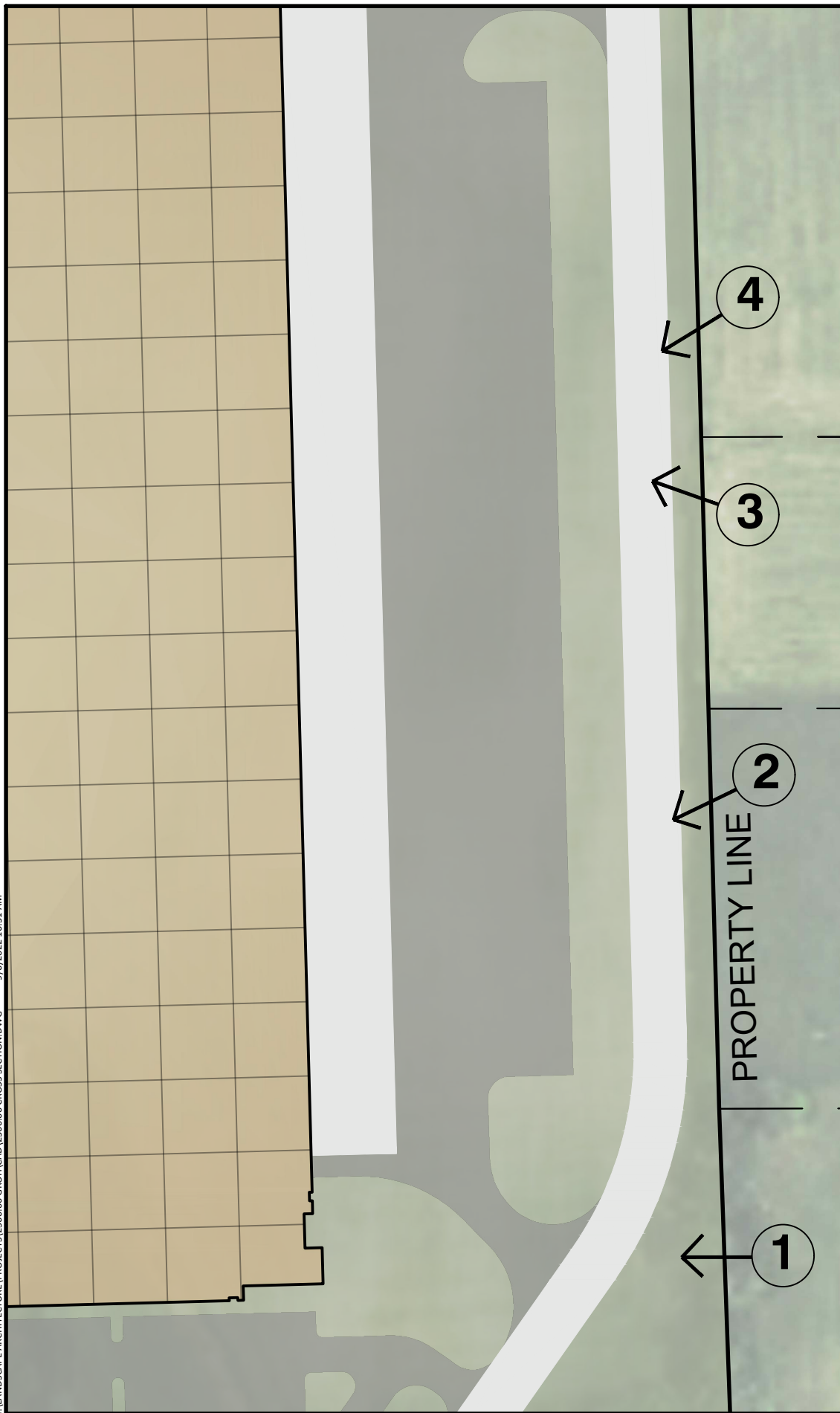
ENLARGEMENT 1

SCALE: 1"=20'

SOMERS BUSINESS PARK | OFF SITE CROSS SECTION

09/6/2022

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1



2



3



4

SOMERS BUSINESS PARK | OFF SITE VIEWS

09/6/2022



**MASTER DEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF SOMERS AND**

**_____,
FOR A PROPOSED PLANNED UNIT DEVELOPMENT
KNOWN AS SOMERS BUSINESS PARK BEING A PART
OF SECTION 19, TOWN 2 NORTH, RANGE 22 EAST**

WITNESS THIS MASTER 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 _____, and its successors and assigns (hereinafter referred to as the “Developer”).

WHEREAS, the Developer has proposed to rezone and develop a Planned Unit Development on a proposed Certified Survey Map (Exhibit “A”) (collectively the “Property”) described with more particularity on the attached Exhibit “K”.

WHEREAS, it is the proposal of the Developer, and the understanding and agreement of the Village, that the approval of the Site Plan, Certified Survey Map (CSM), and rezoning from A-1 (Agricultural), A-2 (General Agricultural), R-2 (Suburban Single Family) and R-3 (Urban Single Family) to BP-1 (Business Park) may be subject to the submission of one or more additional certified survey maps (CSMs) each and/or Development Agreements which will detail all stormwater management, public and private road access, public utility services and all other requirements of this Agreement necessary to serve each such CSM. To that end, the Developer warrants and represents that each such CSM 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, prior to approval;

WHEREAS, the Village Plan Commission has recommended the CSM (Exhibit “A”), rezoning from A-1 (Agricultural), A-2 (General Agricultural), R-2 (Suburban Single Family) and R-3 (Urban Single Family) to BP-1 (Business Park) with P.U.D. Overlay (Exhibit “J”) and Site Plan (Exhibit “B”) and has recommended to the Village Board that said Development, as amended from time to time, be approved subject to the following terms and conditions:

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 onsite gravity flow sanitary sewer system as shown on Exhibit “EE” as defined by Chapter 13 of the Village Ordinances as required for connection of the Development 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 Safety and Professional Services. 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.
- (b) 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.
- (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 sanitary sewer and municipal water lines to serve the Development adjacent to the private roads located in the Development. Such sanitary sewer and water lines will be run adjacent to the private streets with sampling and metering manholes and individual meters for the individual parcels based upon plans approved by the Village. Piping may cross under the onsite private roads to facilitate connections.
- (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) 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 after acceptance of the work. 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.

- (g) Developer shall dedicate and Village shall accept all public sanitary sewerage system improvements constructed on the Property and identified on the CSM as to be dedicated to the Village as public right-of-way or 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 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. 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 sanitary sewerage system.

2. Offsite Public Sanitary Sewer-Village Constructed.

- (a) The Developer shall be responsible to design and pay the full cost of the public gravity flow sanitary sewer system in accordance with Exhibit "EE" attached hereto and as defined by Chapter 13 of the Village Ordinances as required for connection of the Development 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.
- (b) All offsite sanitary sewer constructed by the Village shall be publically 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 one hundred twenty (120%) percent of the full amount of the estimated construction, engineering, administrative and legal fees in an irrevocable letter of credit in form acceptable to and approved by the Village Attorney attached as Exhibit "E" to this Agreement. Such letter of credit to cover all expenses to be incurred by the Village in construction in connection with its administration of construction of the off-site public sanitary sewer including construction contract costs,

engineering reviews, construction engineering, field observations, legal and administrative expenses and other contingencies.

- (c) The Developer shall design, obtain permits (including approval from the Village), and provide the construction staking for the public (both onsite and offsite) sanitary sewer. The Village shall provide bidding and construction contract administration services for the offsite public sanitary sewer.
- (d) The Village shall provide field observation and review of the public 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 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 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. 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 sanitary sewerage system.
- (f) If any funds and/or "letter of credit" deposited by the Developer for design, construction, inspection, engineering, legal and/or administrative expenses, are not required, they shall be returned to the Developer upon acceptance of the public improvements by the Village. 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.

B. ONSITE WATER MAINS—DEVELOPER CONSTRUCTED.

- 1. The Developer shall be responsible to pay the full cost of a complete potable water distribution system to service each building of the Development including connection to the offsite water distribution system of the Somers Water Utility.
- 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.

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 portion of improvements to be constructed; provided, however, that: (a) the village shall charge for such costs in accordance with the rates set forth on Exhibit "L"; (b) if the Village must retain services from any consultant not set forth on Exhibit "L", the cost of such services shall not exceed the amount customarily charged by firms performing similar services within the geographic location of the Village; and (c) the Village shall only charge Developer for its actual engineering, legal, and administrative expenses incurred by the Village (without mark up or overhead). In the event any consultant's service rates to the Village increase, the Village will notify the Developer within thirty (30) days. 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. 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 thirty (30) days after acceptance by the Village. 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.

5. The Developer 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. All related costs shall be paid by Developer.

6. Upon completion of onsite water main improvements, the Village shall allow Developer to connect to the offsite 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. All onsite private water improvements, once constructed, shall be owned and maintained by Developer.

7. Developer shall dedicate and Village shall accept all municipal water mains identified on the CSM as to be dedicated as 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. The Village Consulting Engineer shall inspect said 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 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 water main improvements.

C. OFFSITE MUNICIPAL WATER—VILLAGE CONSTRUCTED.

1. The Developer shall be responsible for all expenses of offsite municipal water main which shall be reviewed and constructed by the Village substantially in accordance with Exhibit “D” attached hereto. 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, Village shall commence construction of the offsite municipal water main improvements referred to herein.

2. The Developer shall design, obtain permits (including approval from the Village) and provide construction staking for the public (both onsite and offsite) water main. The Village shall provide bidding and construction contract administration for the offsite public water main. The Village Consulting Engineer shall request all necessary approvals from state agencies and the 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 for the Developer, all in accordance with §66.0901, et. seq., Wis. Stats.

3. Upon receipt of the construction bids and the determination of the lowest responsible qualified bidder pursuant to Chapter 22 of the Village Ordinances, the Village shall provide documentation to the Developer of the amount of such bid and the contractor to whom the contract shall be awarded.

4. Village shall accept all 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. The Village Consulting Engineer shall inspect said 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 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 water main improvements.

5. Developer shall grant all easements on the development Property reasonably required for the construction of the water main improvements to be built under the terms of this section, as described in Exhibit "D", and shall pay all costs associated with the grant of such easements.

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 and a public road, 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. 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 except as dedicated on the Certified Survey Map as public, once constructed, shall be privately owned by Developer. The public portion of the roads shall be accepted by the Village upon (i) completion in accordance with the 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 road surface, (iv) receipt of lien waivers from all contractors, and (v) review and verification by Village Consulting Engineer of the above within a reasonable amount of time after submittal by Developer of all required information and documents set forth above. The Village shall allow such private roads or parking lots to be used after construction has been completed and the Village Consulting Engineer has approved the work as compliance with the approved plans and specifications. The entire cost for the construction of all public and private roads within the P.U.D. 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 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 and all costs of inspections shall be paid by Developer.
- (b) Developer shall grant all easements on the Developer Property reasonably necessary 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 to CTH "S". Developer's obligation to construct the roads referred to herein includes a connection to CTH "S" adjacent to the Property. Developer understands that Kenosha County shall require a separate Memorandum of Understanding (MOU) for the construction of the connection to CTH "S". To this end, the Developer agrees to take such steps as are reasonably necessary to execute a MOU with Kenosha County to construct the connection, to cooperate in the issuance of permitting from Kenosha County and to take such other steps as are necessary so as to effectuate the intentions of this Agreement regarding public road construction. Nothing in this paragraph absolves the responsibility of the Developer to construct the public roadway, including the connection to CTH "S", and the Village will cooperate in assisting the Developer in obtaining permits for such purpose. Developer agrees to timely pay for or reimburse the Village for monies expended by the Village for expenses incurred to Kenosha County for the design of the traffic improvements for the connection to CTH "S", Exhibit "F". The Village shall provide documentation to the Developer for said expenses.

3. Long-Term Maintenance. Developer 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.

E. GRADING, EROSION CONTROL AND SURFACE WATER DRAINAGE.

1. The Developer shall provide to the Village a complete design for grading, erosion control and surface stormwater drainage facilities for the development both onsite and offsite 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 and offsite 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 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 by the Village Consulting Engineer and approved by the Village, such costs of review to be paid by Developer; provided, however, that: (a) the Village shall charge for such costs in accordance with the rates set forth on Exhibit "L"; (b) if the Village must retain services from any consultant not set forth on Exhibit "L", the cost for such services shall not exceed the amount customarily charged by firms performing similar services within the geographic location of the Village; and (c) the Village shall only charge Developer for the actual engineering, legal and administrative expenses incurred by the Village (without mark up or overhead). In the event any consultant's service rates to the Village increase, the Village will notify the Developer within thirty (30) days. 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, 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; provided, however, that: (a) the Village shall charge for such costs in accordance with the rates set forth on Exhibit "L"; (b) if the Village must retain services from any consultant not set forth on Exhibit "L", the cost for such services shall not exceed the amount customarily charged by firms performing similar services within the geographic location of the Village; and (c) the Village shall only charge Developer for the actual engineering, legal and administrative expenses incurred by the Village (without mark up or overhead). In the event any consultant's service rates to the Village increase, the Village will notify the Developer within thirty (30) days. 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 the contours of each building site is in conformance with such plans and specifications and shall provide such certification to the Village Consulting Engineer. Upon completion of construction of the storm water detention facilities, the Developer's engineer will certify that such construction is in conformance with the Development storm water plan, Exhibit "C" incorporated herein by reference. No permanent 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 conformance with the site plan and storm water plan which are incorporated herein by reference.

4. Village shall approve all public storm and surface water drainage facilities, including retention and detention basins, 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 thirty (30) days 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 underground storm and surface water drainage facilities lying within the development. Following such acceptance by the Village Board of those facilities to be dedicated to the Village by Developer, Village shall be responsible for the operation and maintenance of underground storm and surface water drainage facilities lying outside the development within public rights-of-way and public easements.

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 shall submit plans, specifications and calculations for such storm and surface water drainage system to Village Consulting Engineer and obtain written approval from the Village. 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 and shall be maintained in accordance with the Maintenance Agreement (defined below) attached Exhibit "DD", which is incorporated herein by reference. Developer 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 attached as Exhibit "DD" (hereinafter the "Maintenance Agreement") to provide for the general maintenance of Property and maintenance of stormwater detention facilities beyond the duration of this Agreement. 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 party responsible for long-term maintenance of the stormwater management practices identified in the stormwater plan required hereunder.
- (d) Requirement that the landowner shall maintain stormwater detention facilities located on the Property in accordance with Exhibit "DD".
- (e) Authorization for the Village to access the property 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 any certified survey map prior to recording the same.
- (f) 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 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.

- (g) 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.
- (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.

8. The Developer will pay for all costs associated with the grading, erosion control and stormwater drainage facilities including the Village's administrative, legal and engineering costs; provided, however, that: (a) the Village shall charge for such costs in accordance with the rates set forth on Exhibit "L"; (b) if the Village must retain services from any consultant not set forth on Exhibit "L", the cost for such services shall not exceed the amount customarily charged by firms performing similar services within the geographic location of the Village; and (c) the Village shall only charge Developer for the actual engineering, legal and administrative expenses incurred by the Village (without mark up or overhead). In the event any consultant's service rates to the Village increase, the Village will notify the Developer within thirty (30) days.

9. 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. 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 caliper, 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 caliper 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 caliper 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.

- (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) When areas are illuminated, 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 is 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 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, 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 shall be located in accordance with Exhibit "B", Site Plan. 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 and painted precast concrete and glass, enhanced where possible with architectural reveal lines and accent colors 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 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, with materials identical to those used on the building exterior.

(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.

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). The Village acknowledges and agrees that the roads depicted on Exhibit "F" comply with the requirements of this section.

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 from public rights-of-way 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. 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". The Village acknowledges and agrees that the parking shown in the Site Plan attached as Exhibit "B" satisfies the requirements of this Section II.F.

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 masonry or precast materials. Nothing contained herein shall prohibit the parking of roadworthy trucks and trailers in approved parking areas of the Development.

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 on the Property including, but not limited to, all parking areas, sidewalks and landscape features on the Property, in accordance with Exhibit "DD" attached hereto and Chapter 22 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 specifically identifying certain conditions on the Developer Property that must be corrected in accordance with this Section II.J. (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 correcting the conditions identified in the Village's notice 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 to correct the conditions identified in the Village's notice 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.

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 resulting from defects due to faulty materials or workmanship of which Developer is notified within such period, and not otherwise.

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.

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. Notwithstanding the other provisions of this section: (a) the Village shall charge for such costs in accordance with the rates set forth on Exhibit "L"; (b) if the Village must retain services from any consultant not set forth on Exhibit "L", the cost for such services shall not exceed the amount customarily charged by firms performing similar services within the geographic location of the Village; and (c) the Village shall only charge Developer for the actual engineering, legal and administrative expenses incurred by the Village (without mark up or overhead). In the event any consultant's service rates to the Village increase, the Village will notify the Developer within thirty (30) days.

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. 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 which, following review and approval by Village, which shall not be unreasonably withheld or delayed, shall be recorded by Developer. Said Declaration shall define all restrictions 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 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 there shall be no building permits for a proposed building 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 been fully complied with regarding such proposed building. No permanent occupancy permits for a proposed building will be issued until all utility improvements for such building have been completed any necessary avigation permit is obtained from the City of Kenosha 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 project 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 to the extent 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 except to the extent arising from 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 (excluding defense costs incurred by the Village if it chooses separate defense counsel), 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 to the extent arising from 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 Planned Unit Development Overlay (P.U.D.) attached as Exhibit "J", Certified Survey Map (CSM) attached as Exhibit "A" and Site Plan (Exhibit "B") and incorporated herein by reference has 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 on 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 V.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 commercial development in the Village.

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 date of this Agreement. In the event that the Developer fails to obtain approval for the construction of at least one (1) building on Phase I, and receives a building permit for such building within eighteen (18) months of the date of this Agreement, and commences construction of such building, then after written notice and hearing before the Village Board, the Village may choose to revoke such PUD and zoning approvals. Likewise, in the event that the developer fails to obtain approval for the construction of at least one (1) building on Phase II of the PUD within thirty-six (36) months of the date of execution of this Agreement, then, after written notice and hearing before the Village Board, the Village may choose to revoke such PUD approval for Phase I and Phase II zoning approvals. Finally, in the event that the developer fails to obtain approval for the construction of at least one (1) building on Phase III of the development within sixty (60) months of the date of this Agreement, then, after written notice and hearing before the Village Board, the Village may choose to revoke such PUD and zoning approvals on Phase III.

IV. LETTERS OF CREDIT/ESCROW

As a part of this Agreement the Developer has agreed to pay certain amounts for the installation of public improvements which may be dedicated to the Village. In addition, the Village may incur estimated engineering, administrative and legal fees in connection with approvals for the public portion of improvements to be constructed adjacent to the development. In order to insure the Developer carries out its obligations for said items, the parties agree:

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 approved by the Village Attorney in the form attached hereto as Exhibit "HH" in the reasonably estimated amount of such expenses. Notwithstanding the other provisions of this section: (a) the Village shall charge for such costs in accordance with the rates set forth on Exhibit "L"; (b) if the Village must retain services from any consultant not set forth on Exhibit "L", the cost for such services shall not exceed the amount customarily charged by firms performing similar services within the geographic location of the Village; and (c) the Village shall only charge Developer for the actual engineering, legal and administrative expenses incurred by the Village (without mark up or overhead). In the event any consultant's service rates to the Village increase, the Village will notify the Developer within thirty (30) days.

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 proceeded 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 LETTER(S) OF CREDIT 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 and Developer by written notice to Village Board, may assign its interest in this Agreement to an affiliated business entity of Developer, provided such assignee is controlled and managed by Developer. 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. After Village consents to any such assignment of this Agreement, Developer shall be released from its obligations under this 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.

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. Developer shall only be responsible for obligations incurred under this Agreement during such period as Developer is the record or beneficial owner of the Property. Upon the transfer of Developer's interest in the Property, Developer shall cease to be responsible for obligations incurred following such transfer. 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, the Developer shall make to the Village a donation in the sum of Seventy (70¢) Cents per square foot of constructed buildings, based upon approval by the Village to construct buildings within the P.U.D., which fees shall be paid by the Developer. Payments shall be due at the time of issuance of each building permit by the Village. 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, 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 Sections 18.30(L) of the Code of Ordinances of the Village as described hereafter.”

F. SANITARY SEWER CONNECTION CHARGES AND BUILDING PERMIT FEES.

Pursuant to Sections 18.30(L) 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. The foregoing notwithstanding, in the event that the Village shall default on delivering Village constructed municipal water within the time agreed upon as described in Section I.C., as extended by the failure of the Developer to timely complete its obligations concerning the design and permitting for stormwater facilities as described in this Agreement, 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 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 two (2) 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 "B"	Site Plan
Exhibit "C"	Stormwater Plan
Exhibit "D"	Watermain Plan
Exhibit "E"	Form of 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 "K"	Legal Description
Exhibit "L"	Consultants' Rate Schedule
Exhibit "DD"	Declaration of Stormwater Facility Maintenance and Management Maintenance Plan
Exhibit "EE"	Sewer and Water Main Drawing

L. CONDITIONS TO DEVELOPER'S OBLIGATIONS.

Notwithstanding anything herein to the contrary, all of the obligations of the Developer hereunder are expressly conditioned upon the closing of the purchase by Developer of the "Property" referred to herein as "the Closing". In the event that the Closing does not take place on or before February 28, 2023, then Developer shall be released from all prospective obligations contained in this Agreement and all prior approvals by the Village for the Development including, but not limited to, rezoning, the CSM, Site Plan approval and approval of all documents incorporated herein by reference shall be rescinded without further action on the part of the Village. Nothing contained herein shall prohibit the parties from extending the time by which the Closing must take place by written amendment to this Agreement.

M. 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.

N. 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 be 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.

O. 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 except by an agreement in writing signed by the waiving party.

P. 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.

Q. 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.

R. 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 Stream Realty Acquisition, LLC, 2001 Ross Avenue, Suite 400, Dallas, Texas 75201. 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.

S. 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.

T. 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.

U. ESTOPPELS.

Upon request by Developer, Village shall execute and deliver any reasonable estoppel prepared by Developer regarding the status of the parties' performance under this Agreement.

DEVELOPER

By: _____

Printed Name: _____

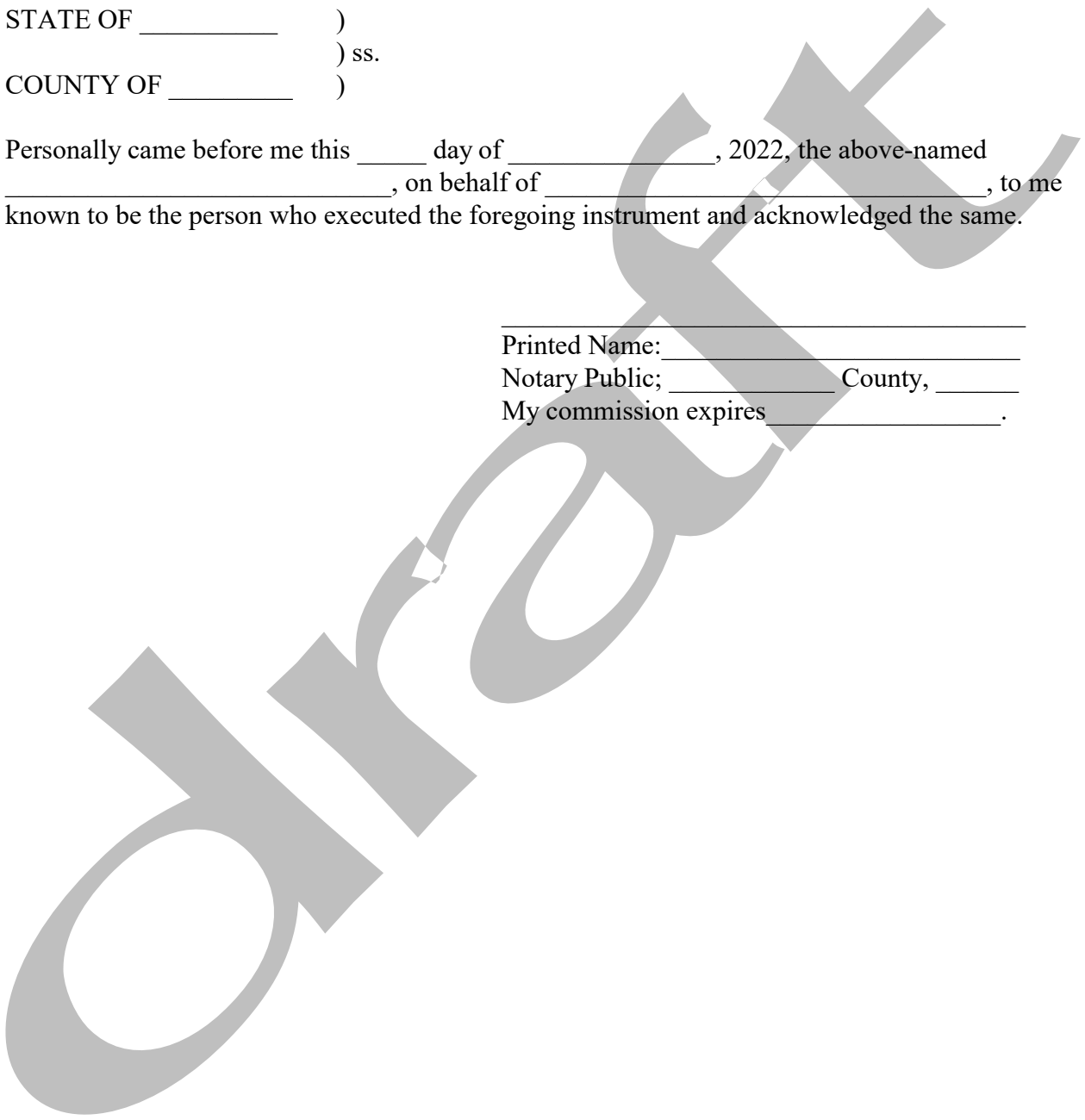
STATE OF _____)
) ss.
COUNTY OF _____)

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

Printed Name: _____

Notary Public; _____ County, _____

My commission expires _____.



**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 comprising Lots _____ (the "Property"), as more particularly depicted on Certified Survey Map No. _____ ("CSM") recorded in the office of the Register of Deeds of Kenosha County, on the _____ day of _____, 20____; and

Davison Law Office, Ltd.
1207 55th Street
Kenosha, WI 53140

WHEREAS, Declarant has entered into a Developer's Agreement dated as of _____, 20____, by and between the Village of Somers, Kenosha County, Wisconsin ("Village") and Declarant (the "Development Agreement") for the _____ (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: _____

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

Management Maintenance Plan

INTRODUCTION

Purpose: The purpose of this section is to detail on how Developer or its approved designee shall care for the turf grass, landscape, plantings, irrigation, and snow & ice at the facility at all times, to maintain the landscape in a fashion that meet these requirements.

Developer shall provide the Village of Somers with an annual maintenance report outlining compliance with all items as listed within this Exhibit “_____”.

PARKING LOT SWEEPING & PROPERTY DEBRIS & PARKING LOT MAINTENANCE

Inspection/ Maintenance:

Occurrence: Weekly

Procedure: Inspect the parking areas and property for loose sediment and debris. Sweep all parking areas and hard surfaces clean. Pick up all debris throughout the property.

Disposal:

Occurrence: After maintenance

Procedure: Sediment and debris collected during the maintenance of paved surfaces shall be disposed of by Developer’s contractor in accordance with all federal, state, and local laws. Loose sediments must not be disposed to the storm sewer system.

Repairs:

Occurrence: Annually

Procedure: Inspect and replace/repair all loose asphalt (i.e. potholes filled etc.)

STORM SEWER AND CATCH BASINS

Inspection:

Occurrence: Annual Spring inspection (May)

Procedure: Inspect each catch basin to ensure proper function in. Repair if necessary.

Maintenance:

Occurrence: Annual Spring maintenance (May)

Procedure: Remove all oil and sediment and debris within the catch basin.

Disposal:

Occurrence: After maintenance

Procedure: Disposed of in accordance with all federal, state, and local regulations.

WET DETENTION BASINS

Inspection:

Occurrence: Annual Spring inspection (May)

Procedure: The following items will be inspected;

- Review the *Wet Detention Basin Detail(s)* to ensure general conformance. Repair if necessary.
- 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 3 soundings/probes – 1 adjacent to the outflow structure, 1 to the furthest extent away from the outflow structure, and 1 in the middle of the basin. 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, Oakfield probe, etc.
- Planting and seeding to ensure proper vegetative cover within the detention basin. Replant and repair if necessary. Wet Basin seeding shall be maintained by qualified individual.

Maintenance:

Occurrence: When any of the soil probes indicate sediment stratification in excess of 18” in depth, or every 5 years, whichever occurs first.

Procedure: Drain basin and remove sediment. The basin must be re-established to the original design.

Disposal:

Occurrence: After maintenance

Procedure: Disposed of in accordance with all federal, state, and local regulations.

WET BASIN OUTFLOW STRUCTURE

Inspection/ Maintenance:

Occurrence: After large storm event, minimum 3 times a year exceeding 1.5”.

Procedure: The following items will be inspected;

- Outflow structure to ensure proper function in accordance with the *Outflow Structure Detail(s)*. Repair if necessary.

MOWING & TRIMMING

Height of Cut:

All turf grass will be mowed at a 2-3.5” height. 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.

Mowing Frequency:

All turf grass will be mowed at least 28 times during the growing season, provided that such mowing is warranted during dry weather that would otherwise not precipitate turf grass growth.. This will normally be done on a seven-day rotation, beginning the last week of April, and continuing through the end of October.

Grass Clippings:

When possible and practical, all grass clippings will be left in place, and allowed to filter down to the soil surface where they will decompose.

Grass Trimming and Edging:

Each mowing operation will include trimming the turf grass at the base of structures and fixtures. Walks and curbs will be edged not less than once a season with power edger. This edging will be done in such a way that crisp; straight lines are maintained along all edged surfaces.

Cleanup:

Each service visit will include the collection of litter and other debris from all landscape areas.

WEED CONTROL

Crabgrass & Other Annual Weeds:

All primary grass areas will be treated with a pre-emergent herbicide in early spring. To the extent possible, application will be made just prior to weed seed germination, as determined by soil temperature, growing degree-days. If required, a post-emergent herbicide will be used from late spring through early summer on those annual weeds.

Grass Trimming and Edging:

Each mowing operation will include trimming the turf grass at the base of structures and fixtures. Walks and curbs will be edged not less than once a season with power edger. This edging will be done in such a way that crisp; straight lines are maintained along all edged surfaces.

Cleanup:

Each service visit will include the collection of litter and other debris from all landscape areas.

TREES, SHRUBS, GROUNDCOVERS & PERENNIALS

Pruning:

All trees and shrubs on the site at least once a year shall be pruned. Trained personnel using professional-grade hand pruning tools, in accordance with those pruning recommendations advocated and promoted by professional landscape maintenance-related organizations, will do all pruning.

Types of branches: Developer's contractor will concentrate on the following kinds of branches when pruning:

- 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 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.

All pruning debris will be removed from the site, and properly disposed of by Developer's contractor.

Fertilization:

All trees, shrubs, groundcovers and perennials will be fertilized once each year, either in early to mid-spring, or in late fall, if necessary.

Weed Control:

Tree circles, and all shrub, groundcover and perennial beds, will be kept weed-free at all times. The weeds will be removed by hand-pulling, cultivation, or through the careful application of a glyphosate-containing herbicide, such as Roundup. The weeds that are hand-pulled will be removed from the site, and properly disposed of.

Mulch Maintenance:

Shredded bark mulch in tree circles and planting beds will be kept neat and attractive. Care will be taken to keep the mulch one inch or less thick at the base of the 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.

In the early to mid spring, all mulched areas will be top dressed with one inch of mixed hardwood mulch.

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.

LAWN IRRIGATION SYSTEM

Spring System Startup:

Includes charging the system, inspecting for leaks, inspecting each head for adjustment and operation, testing delay devices (if installed), setting the irrigation clock.

Seasonal Adjustments:

Includes adjusting the irrigation clock during weekly service visits to suit current weather conditions.

Fall System Service:

Includes clearing water from the lines to prevent freeze damage, closing and taping valves to prevent accidental system recharge, and disconnecting power to the clock.

SNOW REMOVAL

Snow/ice shall be removed from all parking lots, interior sidewalks and any sidewalks servicing the property which are located on road right-of-way pursuant to the Village Code of Ordinances.

MISCELLANEOUS

Spring Cleanup:

Cleanup will include all landscape areas as soon as possible in spring. All accumulated plant debris (branches, leaves, flower stalks, etc.) and litter will be removed from the site, and properly disposed.

Fall Cleanup:

Cleanup will include all landscape areas in fall. Depending on the property, this cleanup will begin when frost kills some or all of the annual flowers, or when significant amounts of fallen leaves begin to accumulate in lawn areas or planting beds. Fall cleanup work will continue, as needed, until all fall cleanup-related work is done.

Hourly Rate -- Engineering Service
Village of Somers, WI
 Effective 09-01-22

Current Employee	Position	Labor Rate
Brett Biwer	Senior Engineer	175.00
James Frederick	Construction Manager	140.00
Lenard Gahgan	RPR	125.00
Jose Lopez	RPR	90.00
Daniel Sattler	GIS Analyst / Technician	145.00
Jordan Sharpe	Engineering Technician	90.00
Douglas Snyder	Village Engineer	225.00
Jonathan Steinbach	Senior Engineer	175.00

ExpenseType	Unit	Unit Rate
Mileage from Office-IRS Allowance	Mile	0.625

**RIGHT-OF-WAY TO BE DEDICATED FOLLOWING ACCEPTANCE OF
COMPLETED IMPROVEMENTS PURSUANT THE DEVELOPMENT AGREEMENT**

CERTIFIED SURVEY MAP NO. _____

Being a part of Lot 1 of Certified Survey Map No. 278 and additional lands in the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 19 and in the Northeast 1/4 of the Northeast 1/4 of Section 30, Township 2 North, Range 22 East, Village of Somers, Kenosha County, Wisconsin



TAX KEY
#82-4-222-202-0301
UNPLATTED LANDS
OWNER: KENOSHA FARM LLC

NE CORNER, SE 1/4 SEC. 19, T2N, R22E
(FOUND CONC. MON. W/ BRASS CAP)
N=232.369.05; E=2524294.77
(WISCONSIN STATE PLANE CO-ORDINATE SYSTEM, SOUTH ZONE)
P.O.B.

NW CORNER, SE 1/4 SEC. 19, T2N, R22E
(FOUND CONC. MON. W/ BRASS CAP)

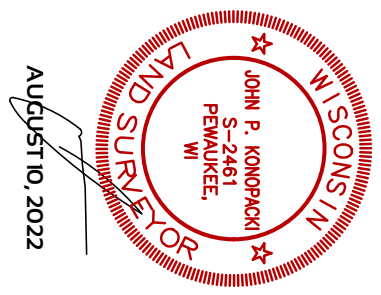
TAX KEY
#82-4-222-194-0200
UNPLATTED LANDS
OWNER: DARBY LANE FARMS

TAX KEY
#82-4-222-194-0250
UNPLATTED LANDS
OWNER: DARBY LANE FARMS

N01°37'12"W 2655.51'
MONUMENTED WEST LINE OF THE EAST 1/2 OF THE SE 1/4 SEC. 19, T2N, R22E

KILBOURN ROAD DITCH
(DES PLAINES RIVER)

LOT 1
3,624,798 SQ. FT.
83.2139 ACRES



N01°31'50"W 2611.86'
DEDICATED FOR PUBLIC ROAD PURPOSES **PUBLIC ROAD** 260,345 SQ. FT. - 5.9767 ACRES

S01°31'50"E 2659.96'
EAST LINE OF THE SE 1/4 SEC. 19, T2N, R22E
S01°31'50"E 2659.96'

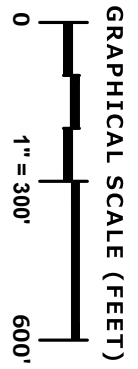
UNPLATTED LANDS
TAX KEY
#82-4-222-203-0210
OWNER: GITZLAFF

UNPLATTED LANDS
TAX KEY
#82-4-222-203-0302
OWNER: LANDGRAF

UNPLATTED LANDS
TAX KEY
#82-4-222-203-0311
OWNER: WISNEFSKI

UNPLATTED LANDS
TAX KEY
#82-4-222-203-0321
OWNER: HAWKINS

- LEGEND:**
- - Denotes Found 1-1/2" Iron Pipe
 - - Denotes Set 3/4" X 18" Iron Rebar, 15 LBS./FT.



Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

REG JOB# 2360.00
SHEET 2 OF 11

PROJECTS\2022\120222759.AW EXHIBIT A.CSM.DWG 9/12/2022 7:59 AM

EXHIBIT "A" - CERTIFIED SURVEY MAP

09/27/2022

PINNACLE ENGINEERING GROUP

PLAN | DESIGN | DELIVER

20725 W. WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM | 262-754-8888

PEG JOB# 2360.00

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CERTIFIED SURVEY MAP NO. _____

Being a part of Lot 1 of Certified Survey Map No. 278 and additional lands in the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 19 and in the Northeast 1/4 of the Northeast 1/4 of Section 30, Township 2 North, Range 22 East, Village of Somers, Kenosha County, Wisconsin

TAX KEY
#82-4-222-194-0250
UNPLATTED LANDS
OWNER: DARBY
LANE FARMS

SW CORNER, SE 1/4
SEC. 19, T2N, R22E

1328.79'

2655.51'
N01°37'12"W

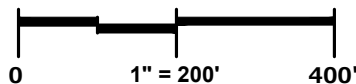
S01°53'28"E
WEST LINE OF THE EAST 1/2 OF
THE NE 1/4 SEC. 30, T2N, R22E



AUGUST 10, 2022

- LEGEND:**
- - Denotes Found 1" Iron Pipe
 - - Denotes Found 3/4" Iron Rebar
 - - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.

GRAPHICAL SCALE (FEET)



RIGHT-OF-WAY TO BE DEDICATED FOLLOWING ACCEPTANCE OF COMPLETED IMPROVEMENTS PURSUANT THE DEVELOPMENT AGREEMENT

LOT 1
3,624,798 SQ. FT.
83.2139 ACRES

S88°20'49"W 2657.58'
SOUTH LINE OF THE SE 1/4 SEC. 19, T2N, R22E
NORTH LINE OF THE NE 1/4 SEC. 30, T2N, R22E

DEDICATED FOR PUBLIC ROAD
PURPOSES **PUBLIC ROAD**
260,345 SQ. FT. - 5.9767 ACRES

BURLINGTON ROAD
COUNTY TRUNK HIGHWAY "S"
(VARIABLE PUBLIC R.O.W.)

LOT 2
55,707 SQ. FT.
1.2789 ACRES

UNPLATTED
LANDS
TAX KEY #
82-4-222-301-0020
OWNER: COUNTY
OF KENOSHA

TAX KEY
#82-4-222-203-0325
UNPLATTED LANDS
OWNER: ANDERSON

SE CORNER, SE 1/4 SEC. 19,
(NE CORNER, NE 1/4 SEC. 30)
T2N, R22E (FOUND CONC.
MON. W/ BRASS CAP)

TAX KEY
#82-4-222-292-0720
UNPLATTED LANDS
OWNER: KOSMAN

S87°56'43"W
121.63'



Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

PEG JOB# 2360.00
SHEET 3 OF 11

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

EXHIBIT "A" - CERTIFIED SURVEY MAP

PINNACLE ENGINEERING GROUP

20725 W. WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM | 262-754-8888

72 of 248

09/27/2022

PLAN | DESIGN | DELIVER

PEG JOB# 2360.00

GRAPHICAL SCALE (FEET)

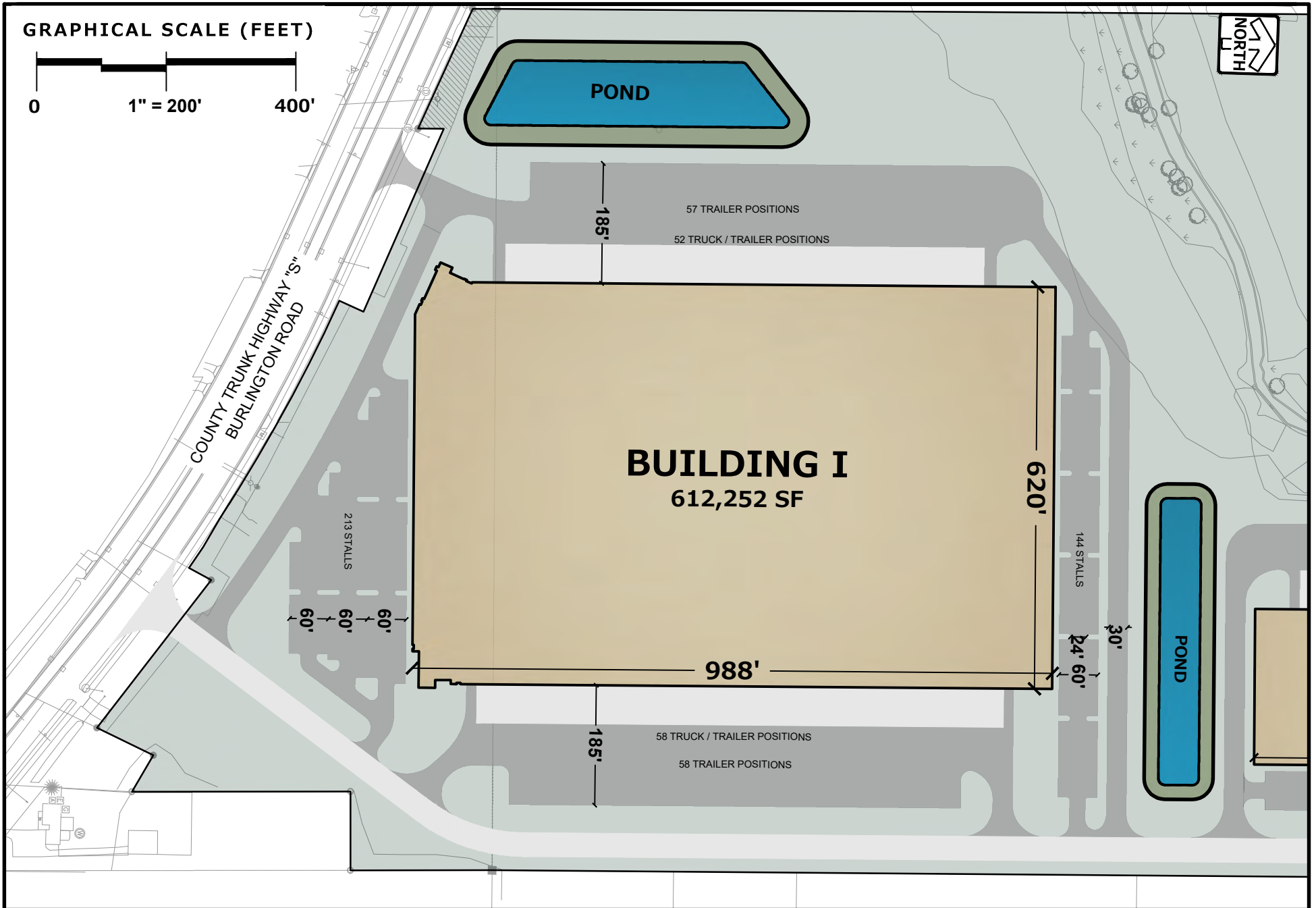
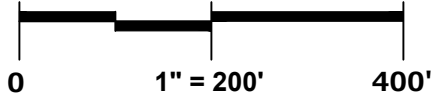


EXHIBIT "B" - SITE PLAN

09/29/22



PINNACLE ENGINEERING GROUP

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73 of 248

PLAN | DESIGN | DELIVER

PEG JOB# 2360.00

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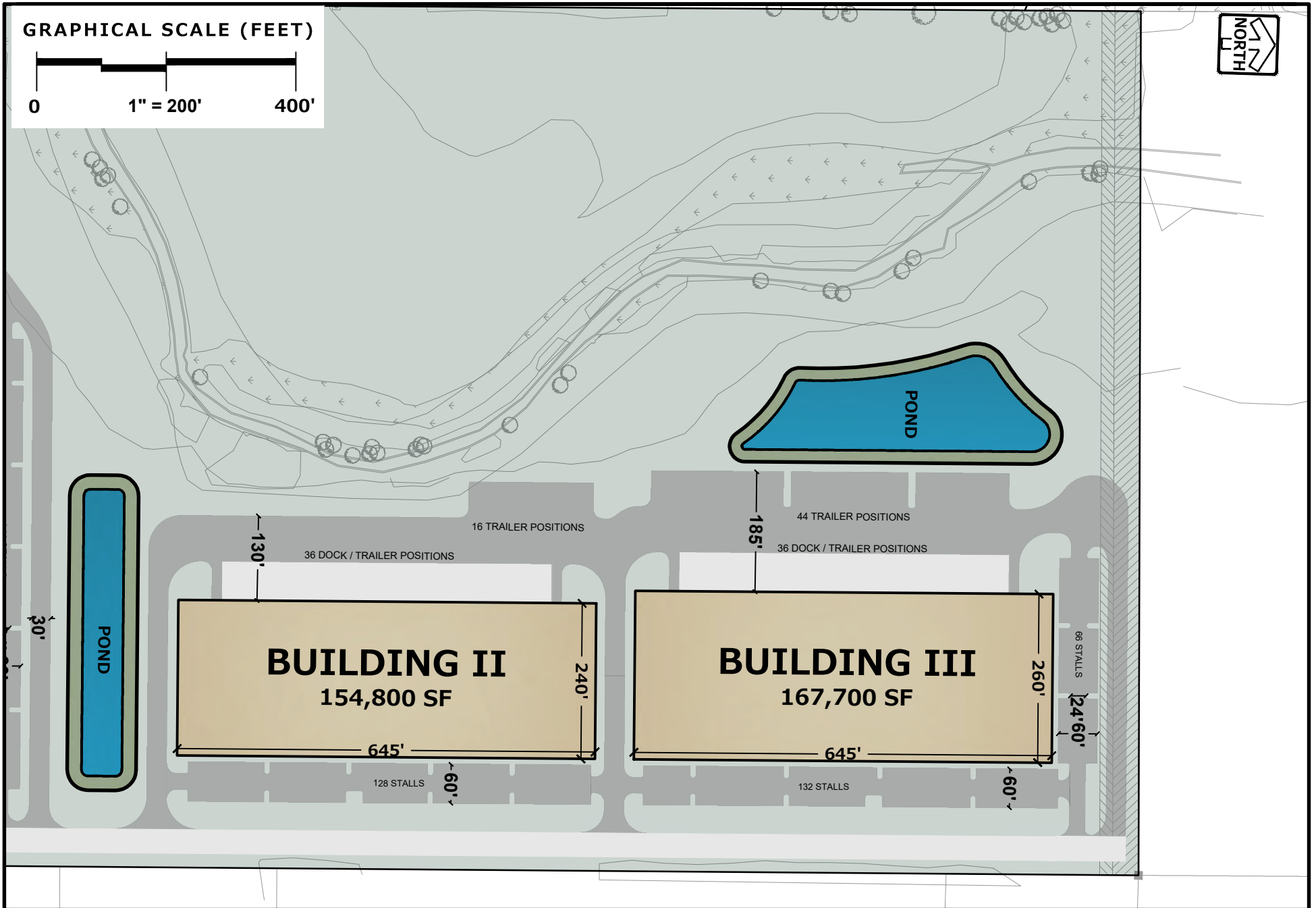
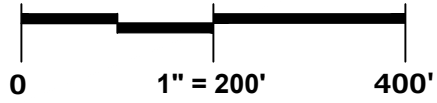


EXHIBIT "B" - SITE PLAN

09/29/22

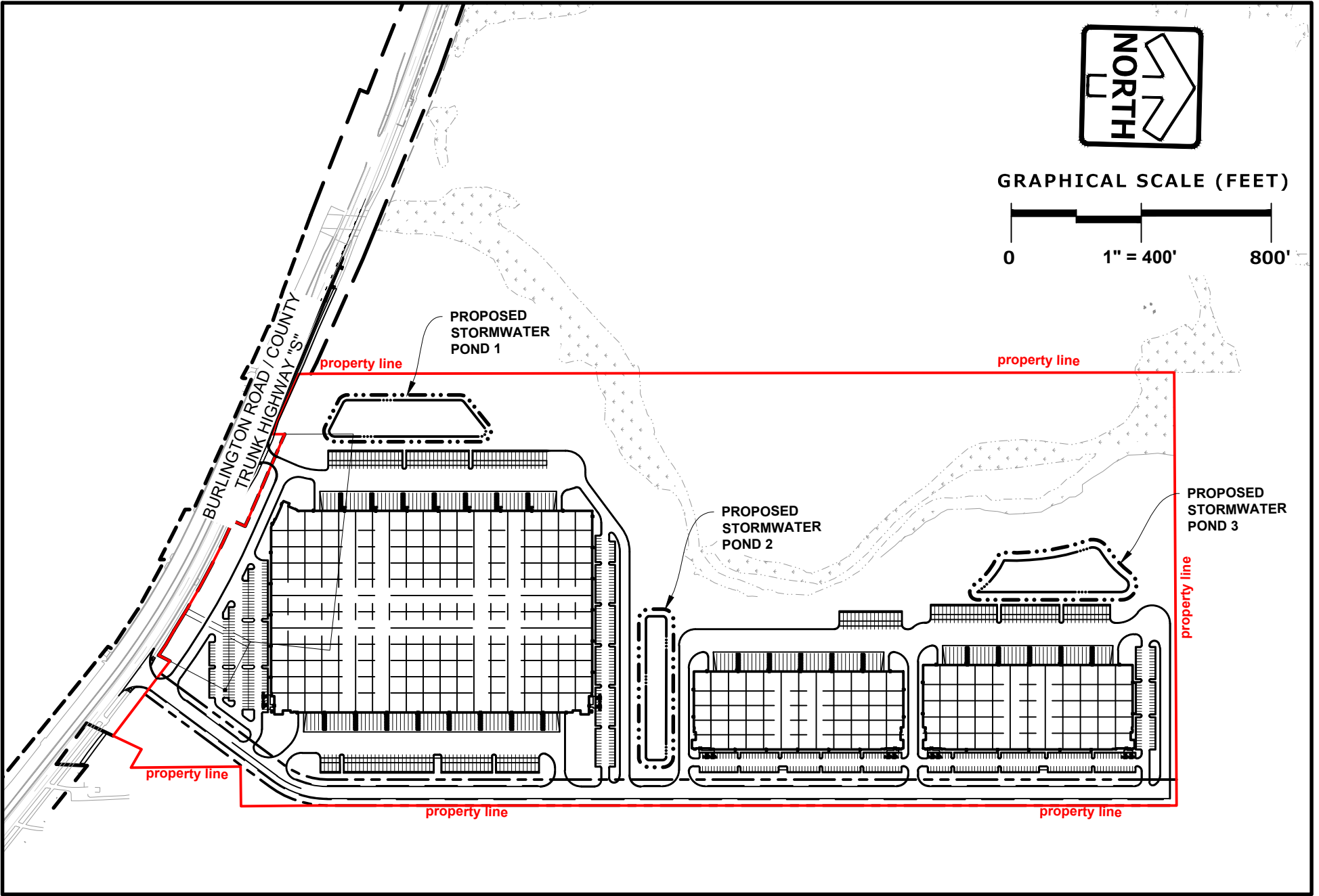
PINNACLE ENGINEERING GROUP

PLAN | DESIGN | DELIVER

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74 of 248

PEGJOB# 2360.00

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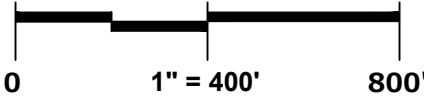


EXHIBIT "C" - STORMWATER PLAN

09/29/2022

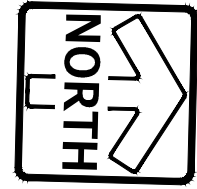
PINNACLE ENGINEERING GROUP

PLAN | DESIGN | DELIVER

20725 W. WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM | 262-754-8888

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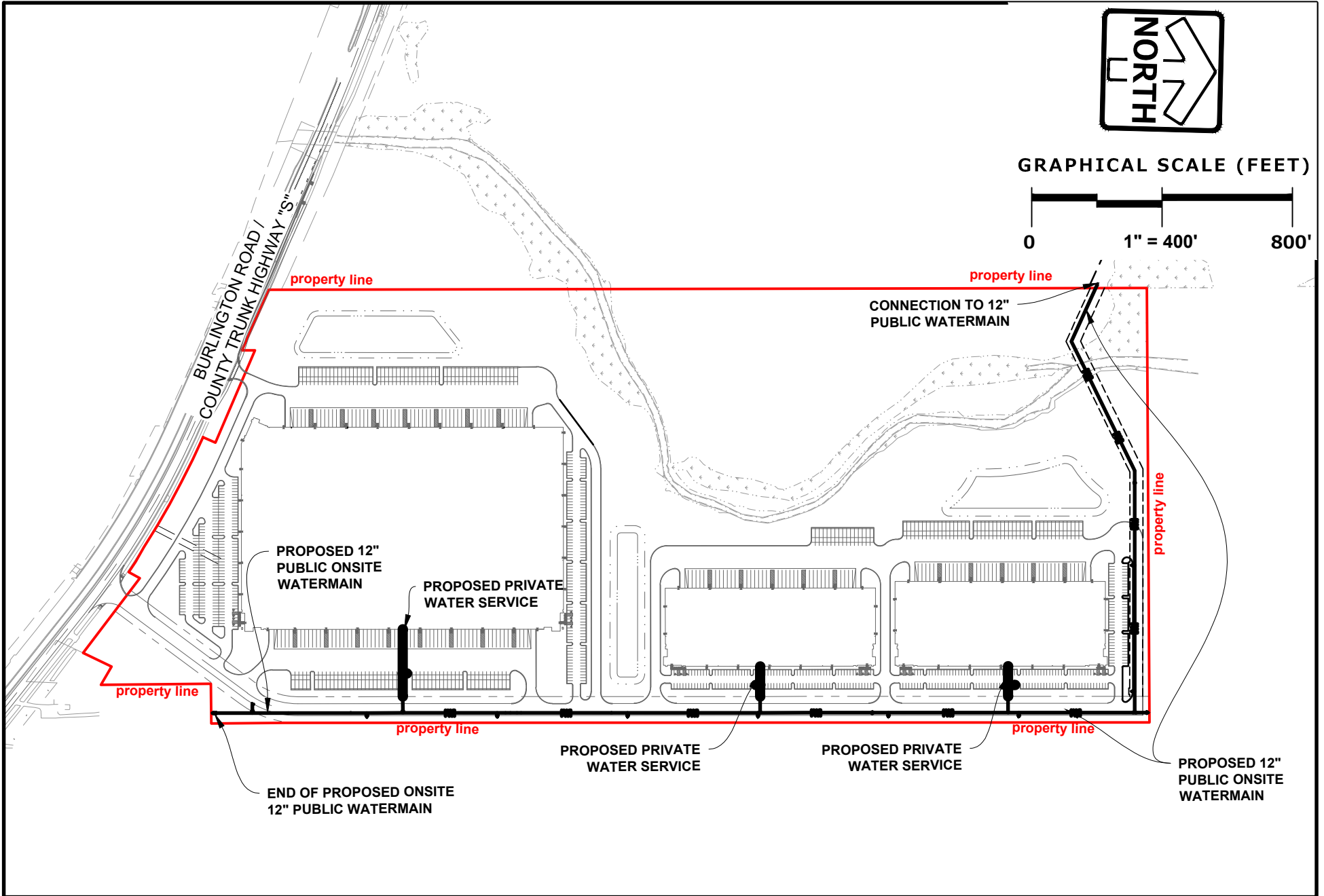
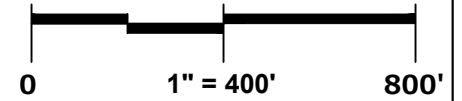


EXHIBIT "D" - WATERMAIN PLAN

09/29/2022

PINNACLE ENGINEERING GROUP

PLAN | DESIGN | DELIVER

20725 W. WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM | 262-754-8888

PEG JOB# 2360.00

**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 any 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:

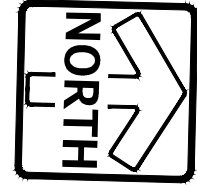
The undersigned holds the office and position set forth below and is authorized to make the certification herein provided on behalf of THE VILLAGE OF SOMERS, WISCONSIN (“Beneficiary”). Beneficiary hereby certifies to _____ Bank (the “Bank”) as follows:

That the amount of the accompanying sight draft is due and payable to THE VILLAGE OF SOMERS, WISCONSIN.

(Beneficiary)

By: _____
Name

Its: _____
Title



GRAPHICAL SCALE (FEET)

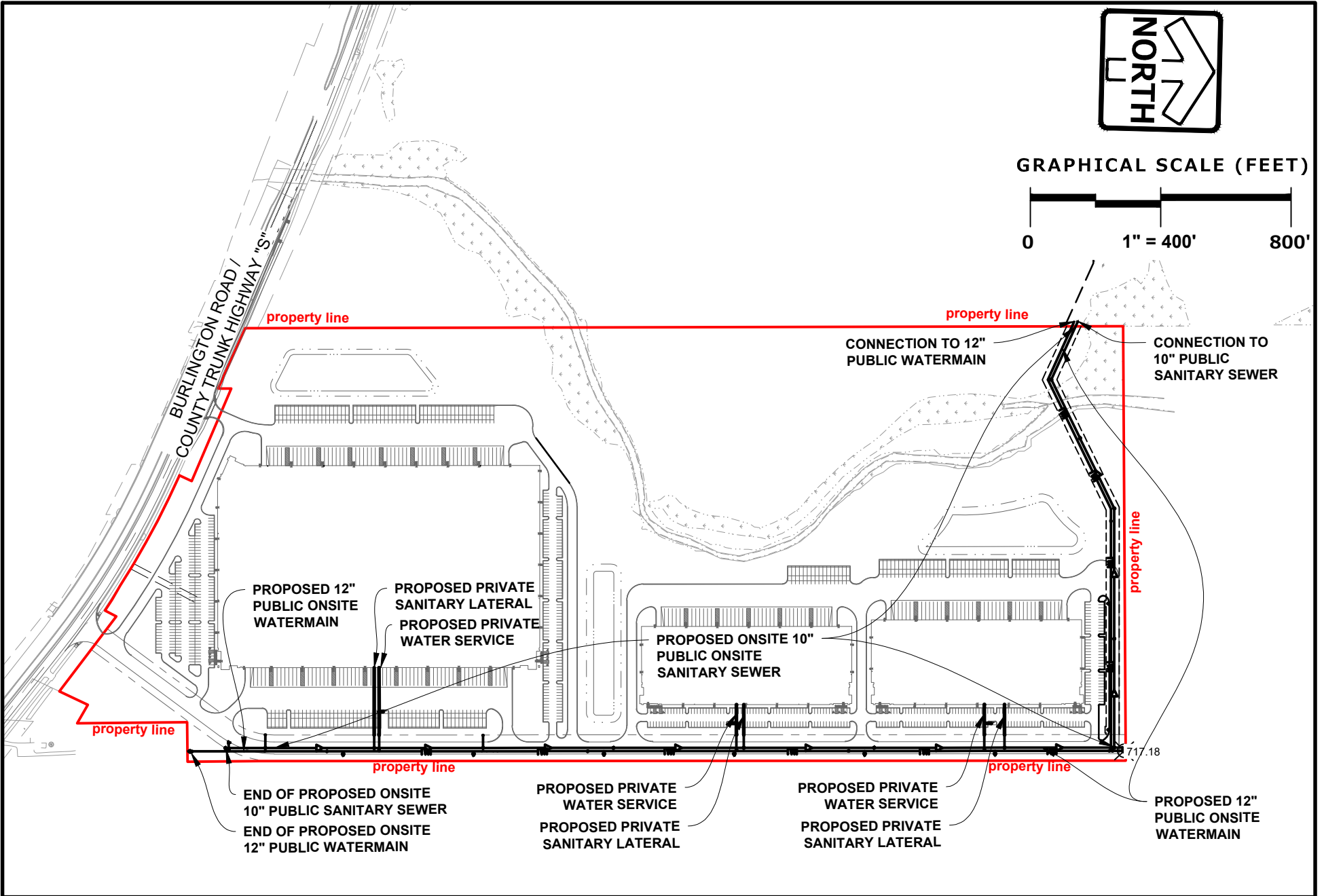
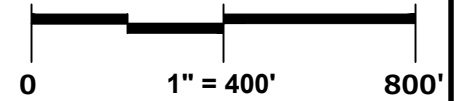


EXHIBIT "EE" - SANITARY SEWER & WATERMAIN PLAN 09/29/2022

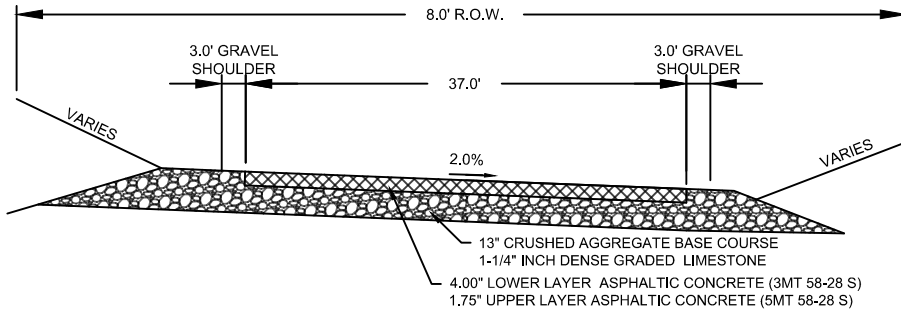
PINNACLE ENGINEERING GROUP

20725 W. WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM | 262-754-8888

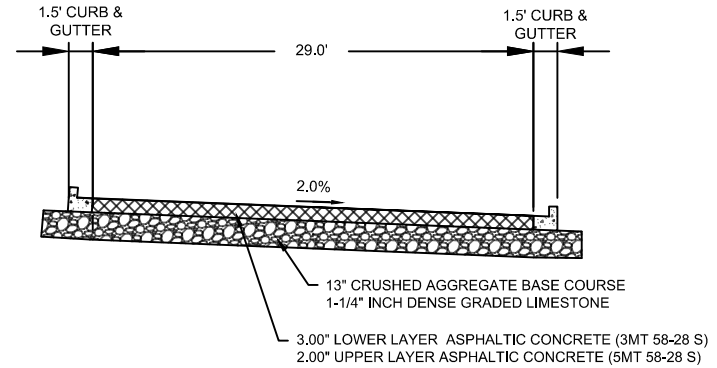
PLAN | DESIGN | DELIVER

PEG JOB# 2360.00

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TYPICAL FINISHED SECTION
PUBLIC ROAD



TYPICAL FINISHED SECTION
PRIVATE ROAD

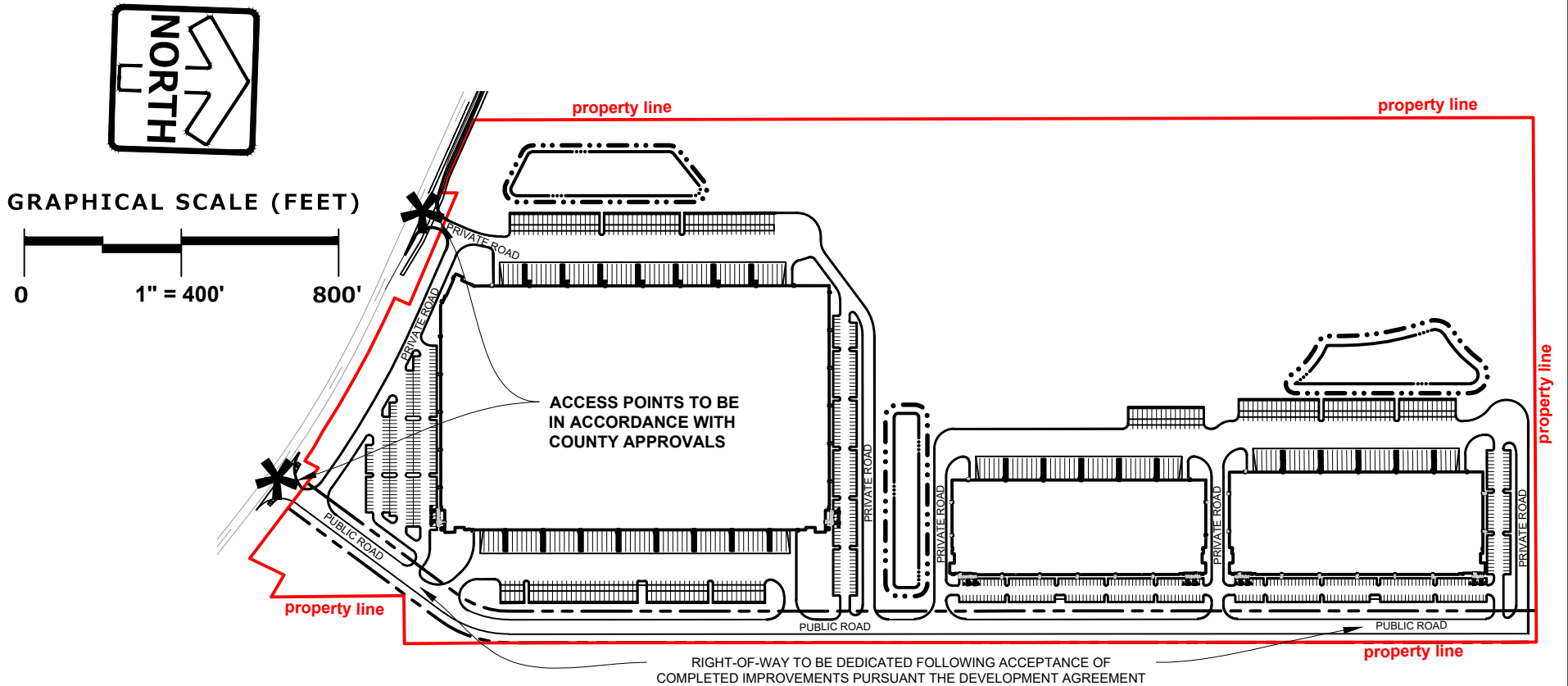


EXHIBIT "F" - ROAD PLAN

09/29/2022

PINNACLE ENGINEERING GROUP

PLAN | DESIGN | DELIVER

20725 W. WATERTOWN RD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM | 262-754-8888

PEG JOB# 2402.00

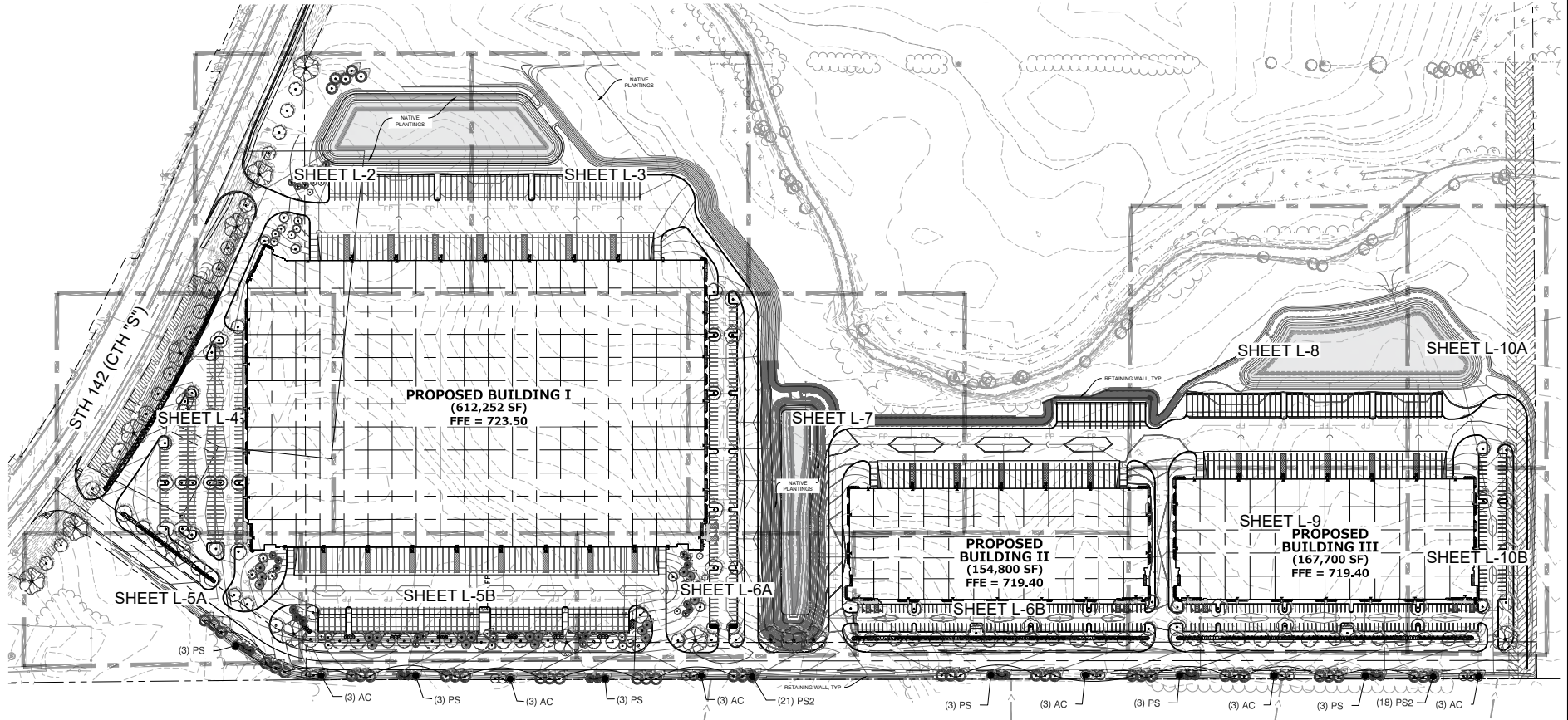


EXHIBIT "G" - LANDSCAPE PLAN

PINNACLE ENGINEERING GROUP

20725 W. WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM | 262-754-8888

09/29/2022

PLAN | DESIGN | DELIVER

PEG JOB# 2360.00

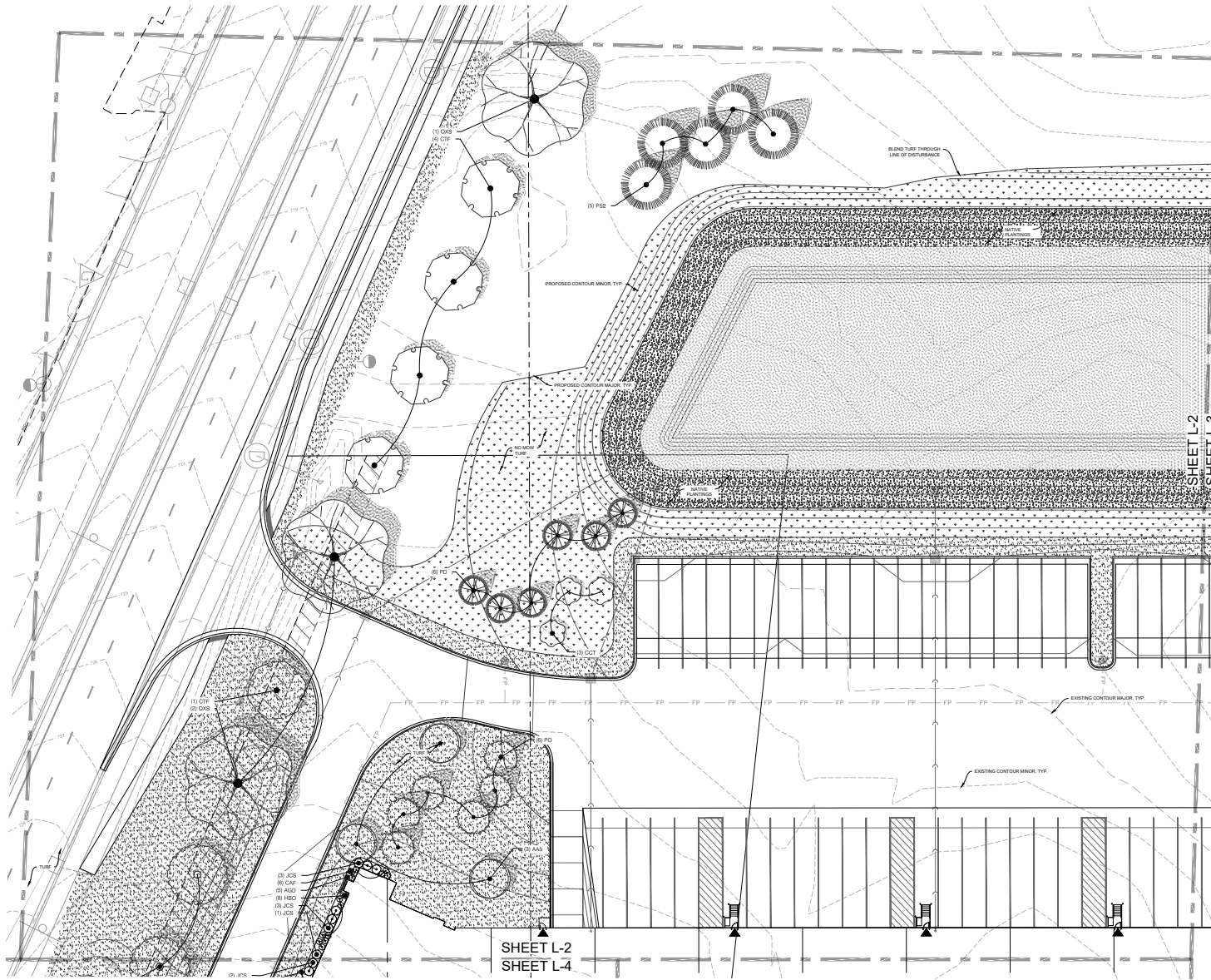


EXHIBIT "G" - LANDSCAPE PLAN

PINNACLE ENGINEERING GROUP

20725 W. WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM | 262-754-8888

09/29/2022

PLAN | DESIGN | DELIVER

PEG JOB# 2360.00

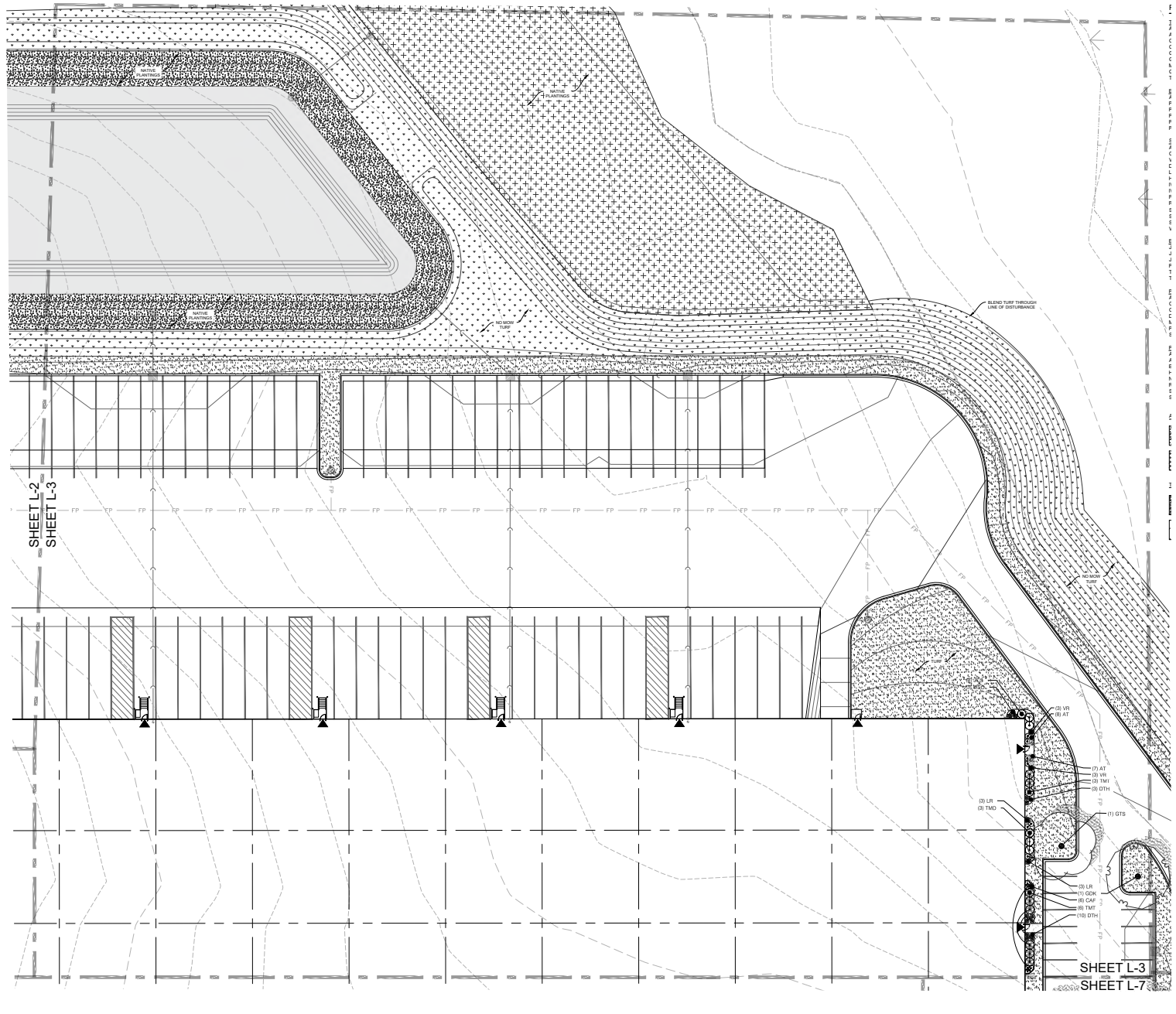


EXHIBIT "G" - LANDSCAPE PLAN

PINNACLE ENGINEERING GROUP

20725 W. WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM | 262-754-8888

09/29/2022

PLAN | DESIGN | DELIVER

PEG JOB# 2360.00

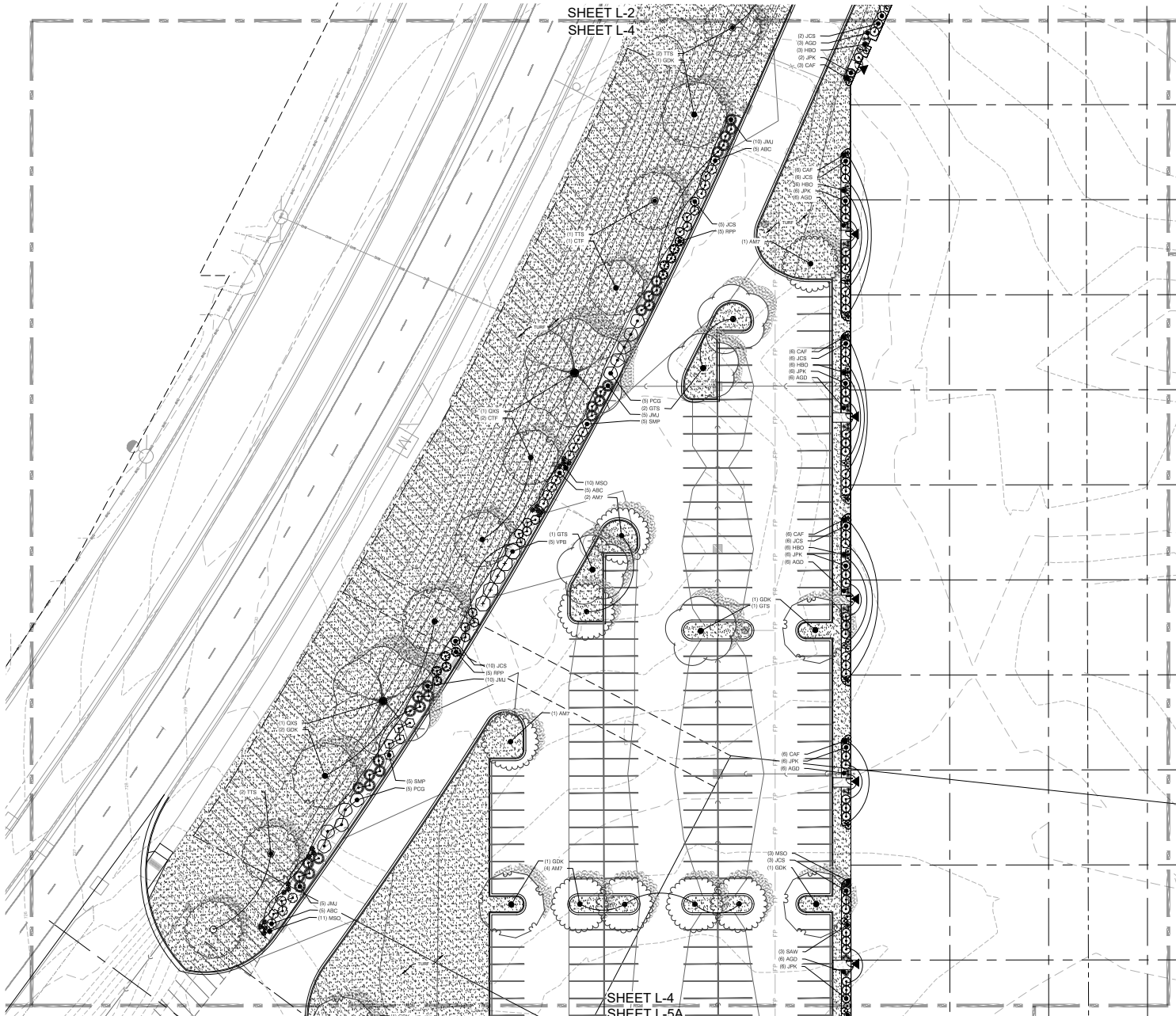


EXHIBIT "G" - LANDSCAPE PLAN

PINNACLE ENGINEERING GROUP

20725 W. WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM | 262-754-8888

09/29/2022

PLAN | DESIGN | DELIVER

PEG JOB# 2360.00

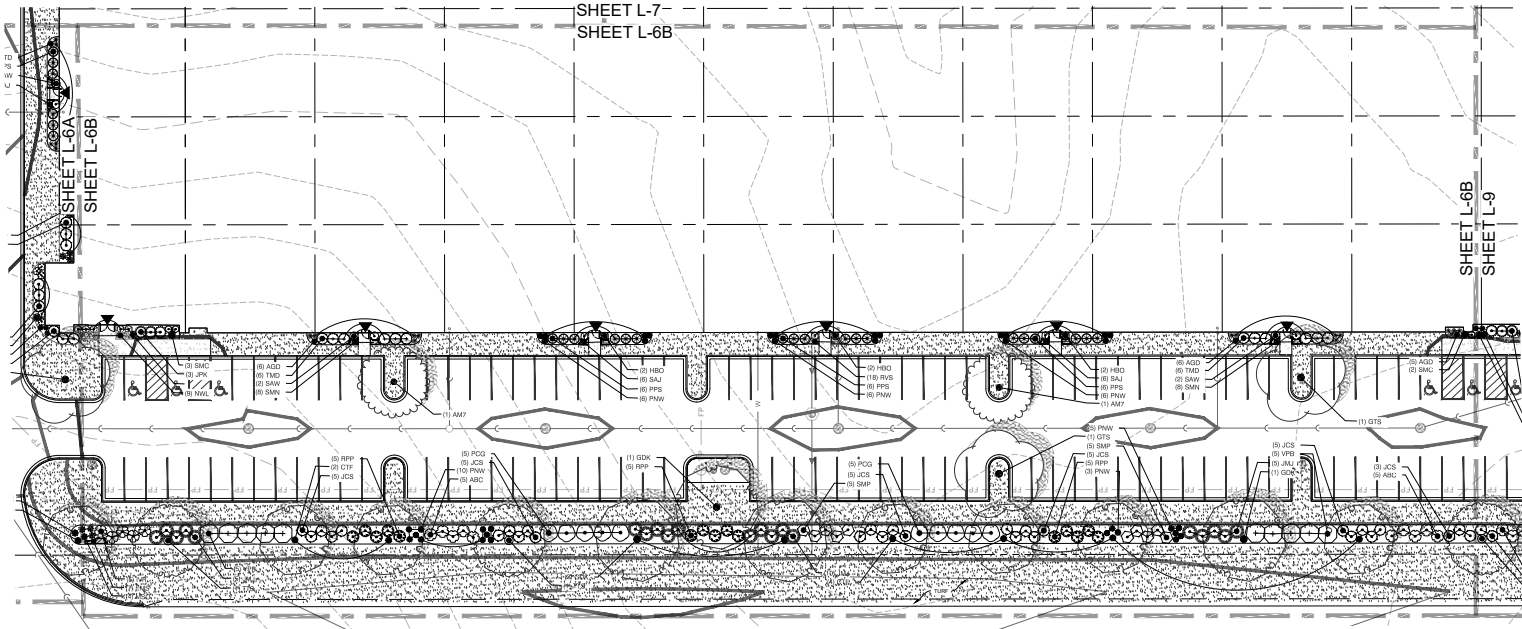
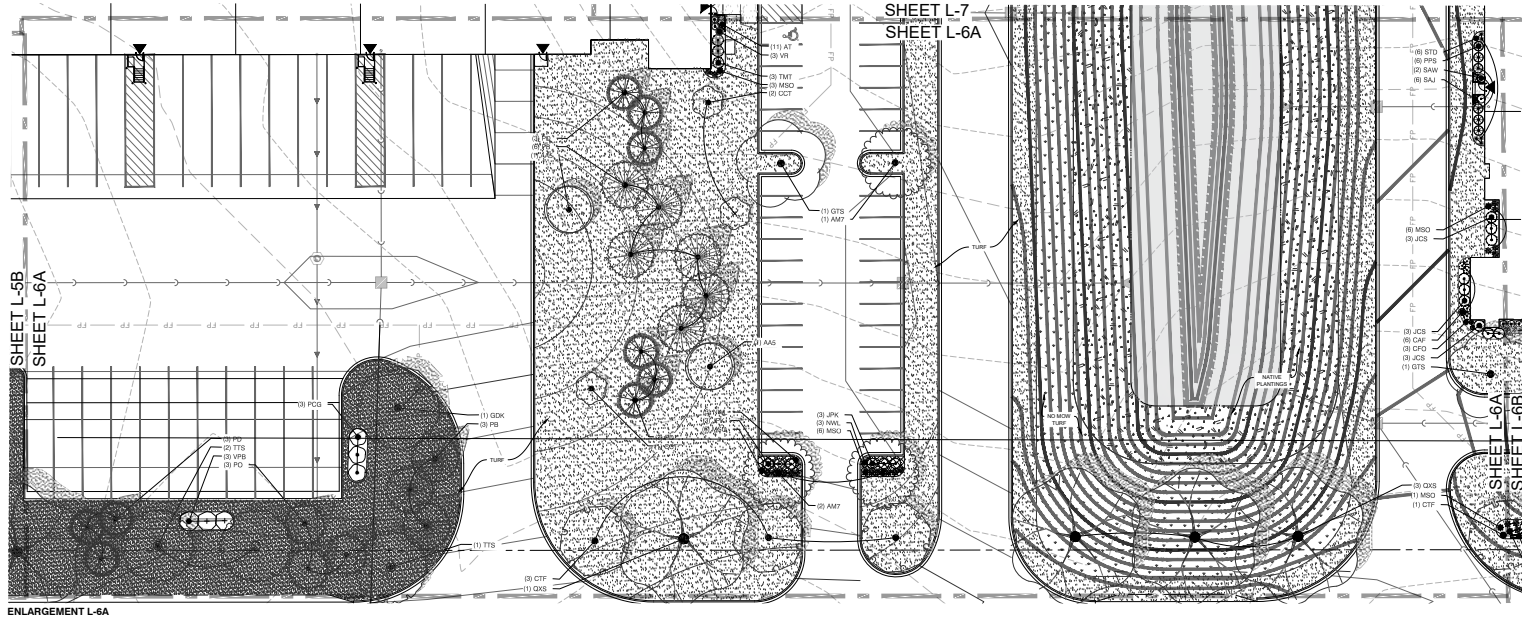


EXHIBIT "G" - LANDSCAPE PLAN

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PLAN | DESIGN | DELIVER

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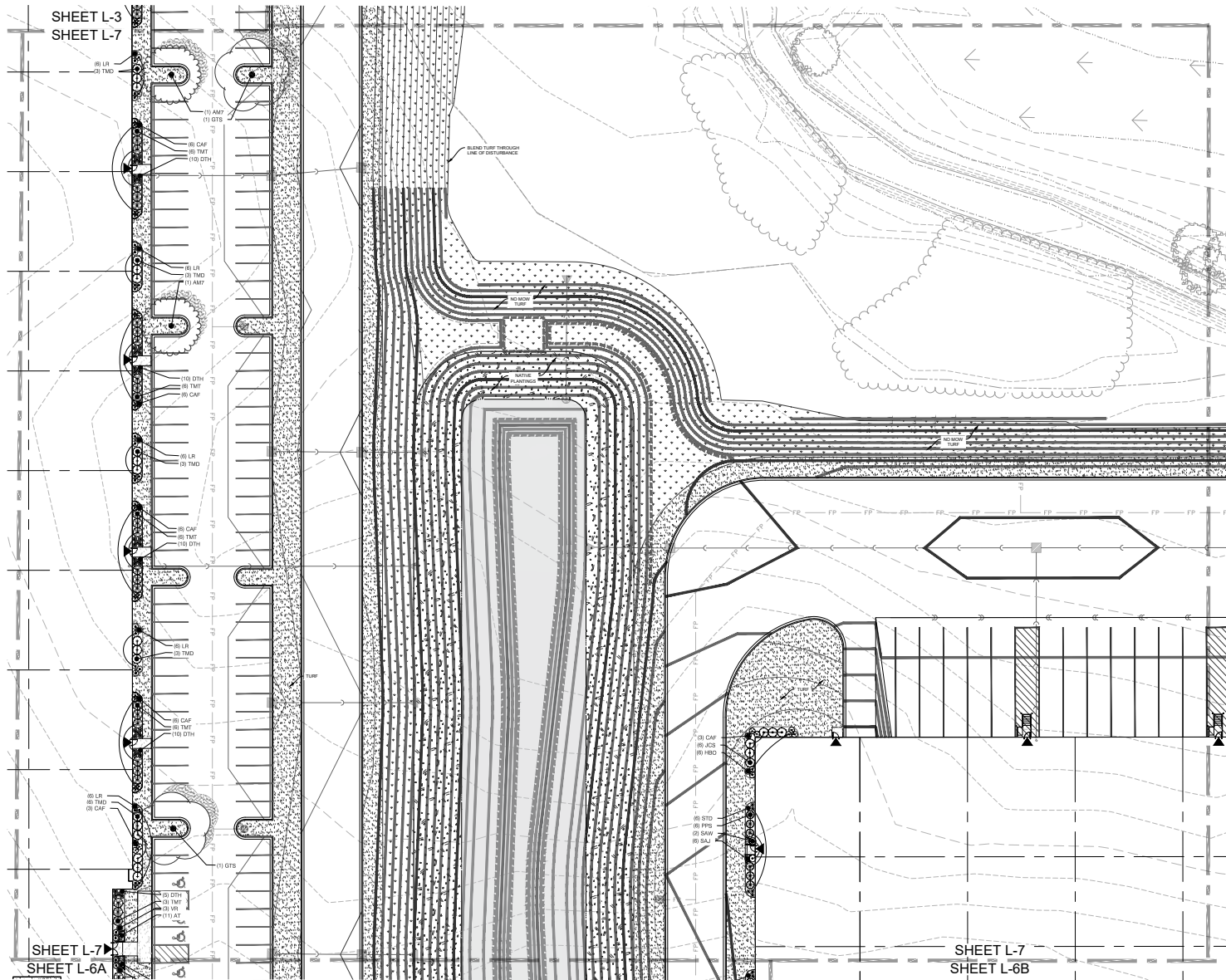


EXHIBIT "G" - LANDSCAPE PLAN

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PLAN | DESIGN | DELIVER

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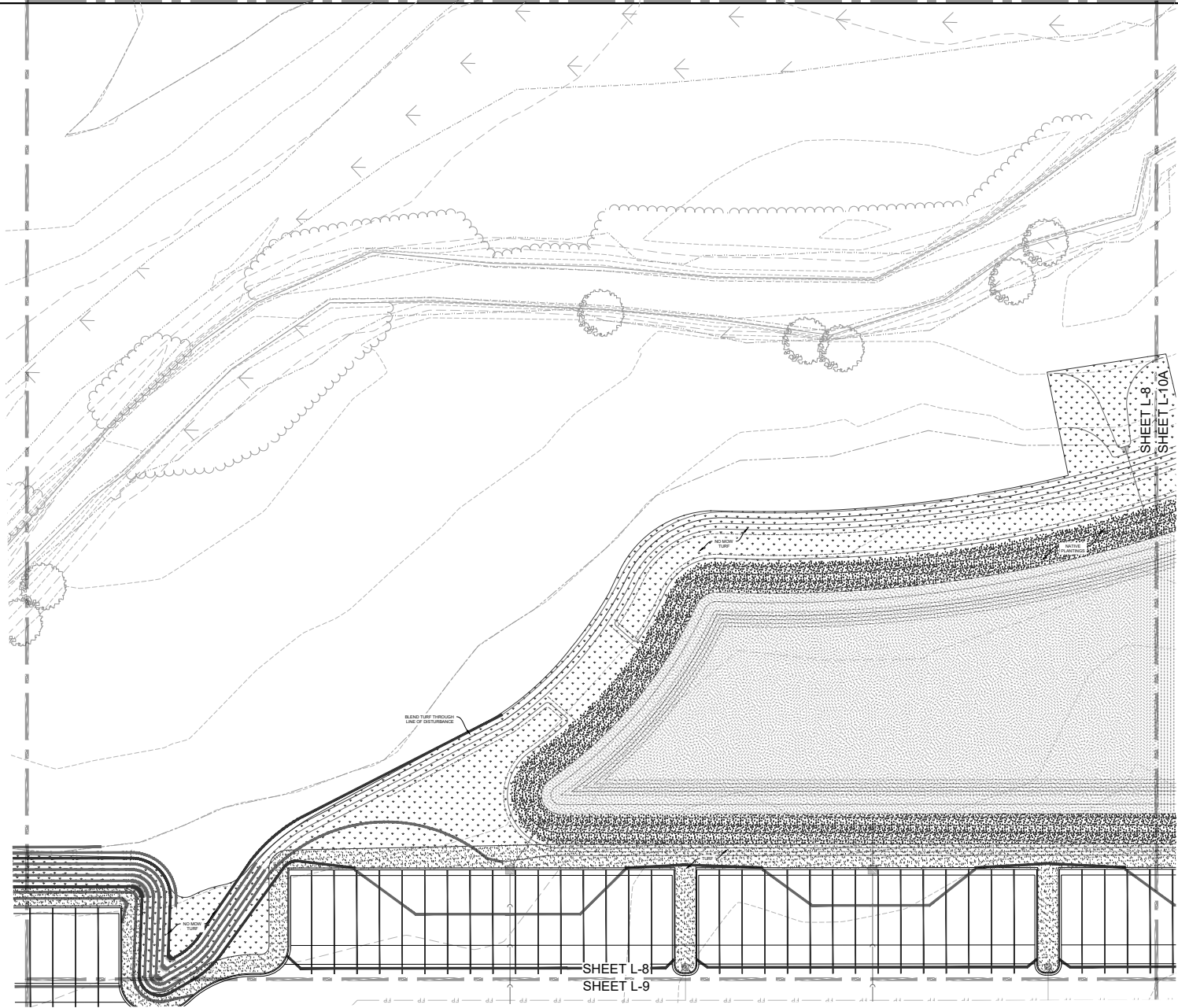


EXHIBIT "G" - LANDSCAPE PLAN

PINNACLE ENGINEERING GROUP

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09/29/2022

PLAN | DESIGN | DELIVER

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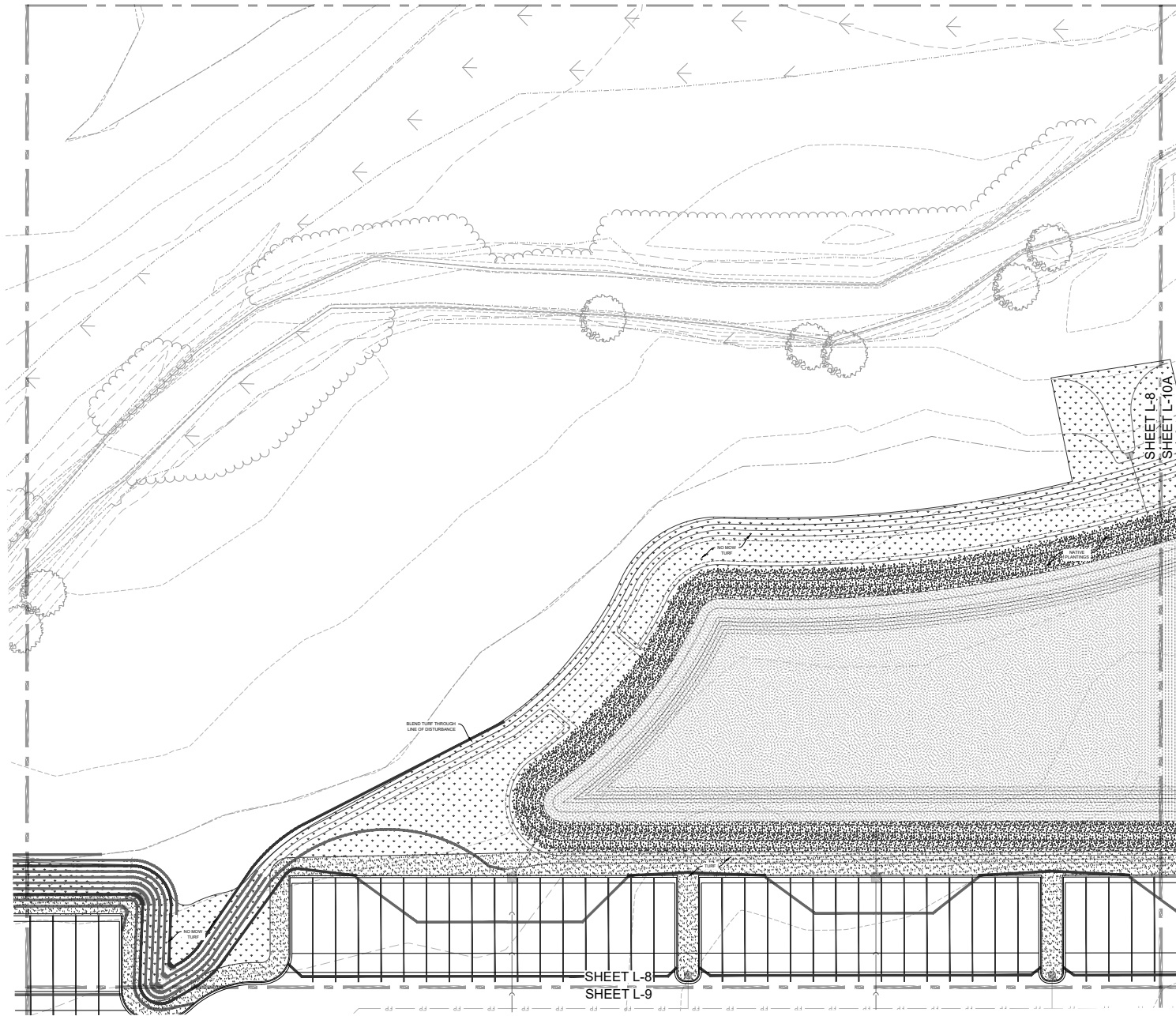


EXHIBIT "G" - LANDSCAPE PLAN

09/29/2022

PINNACLE ENGINEERING GROUP

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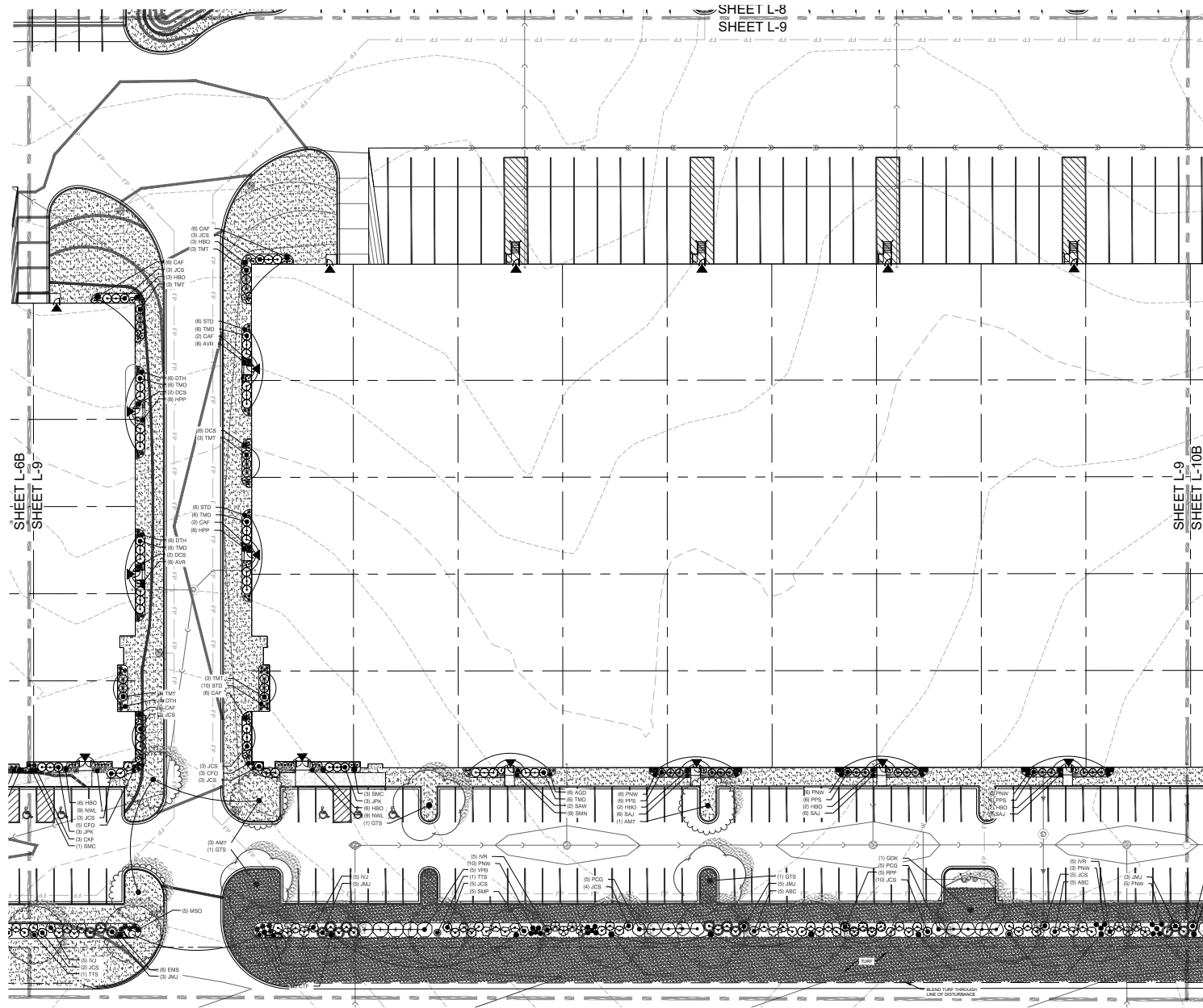


EXHIBIT "G" - LANDSCAPE PLAN

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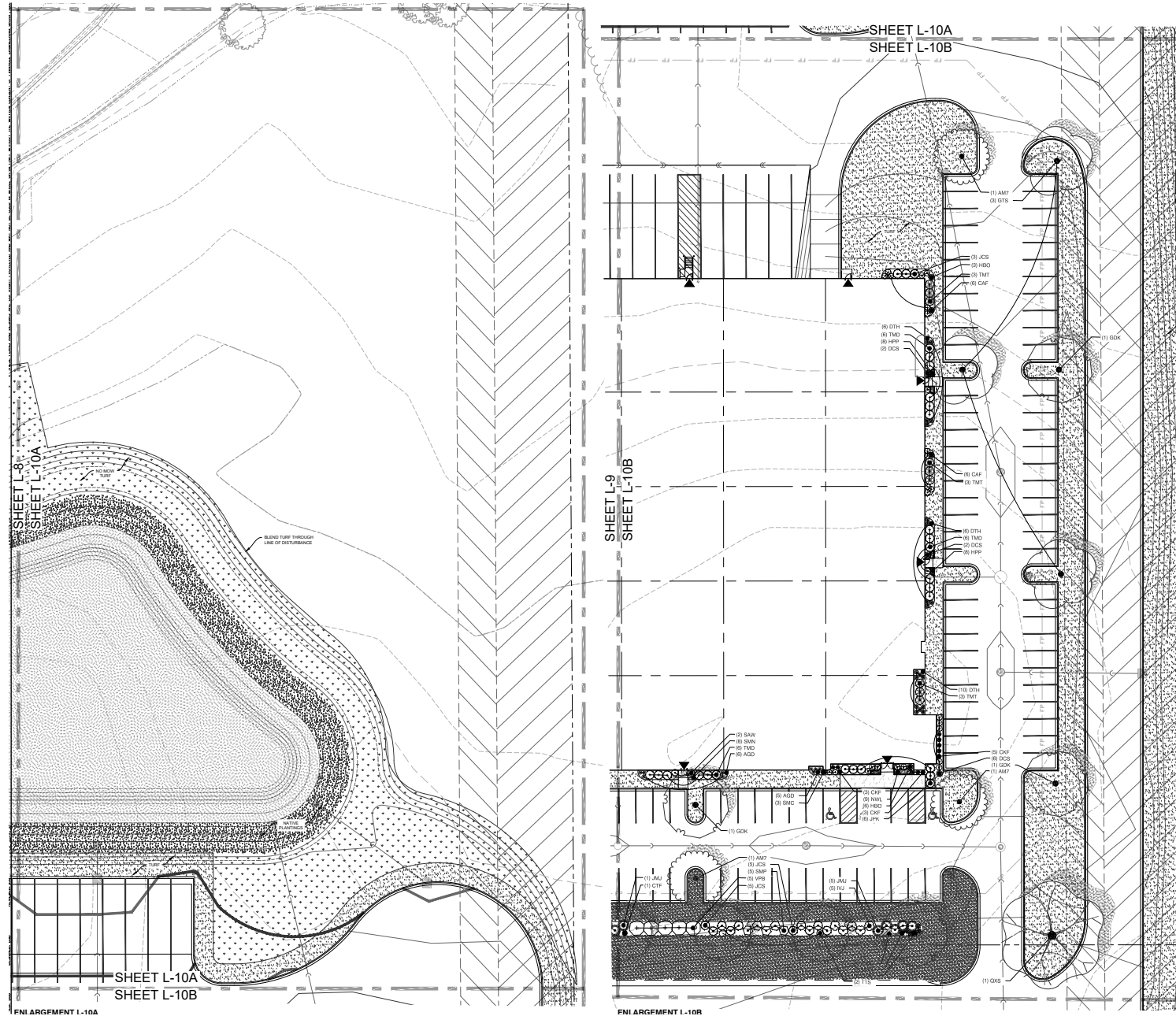


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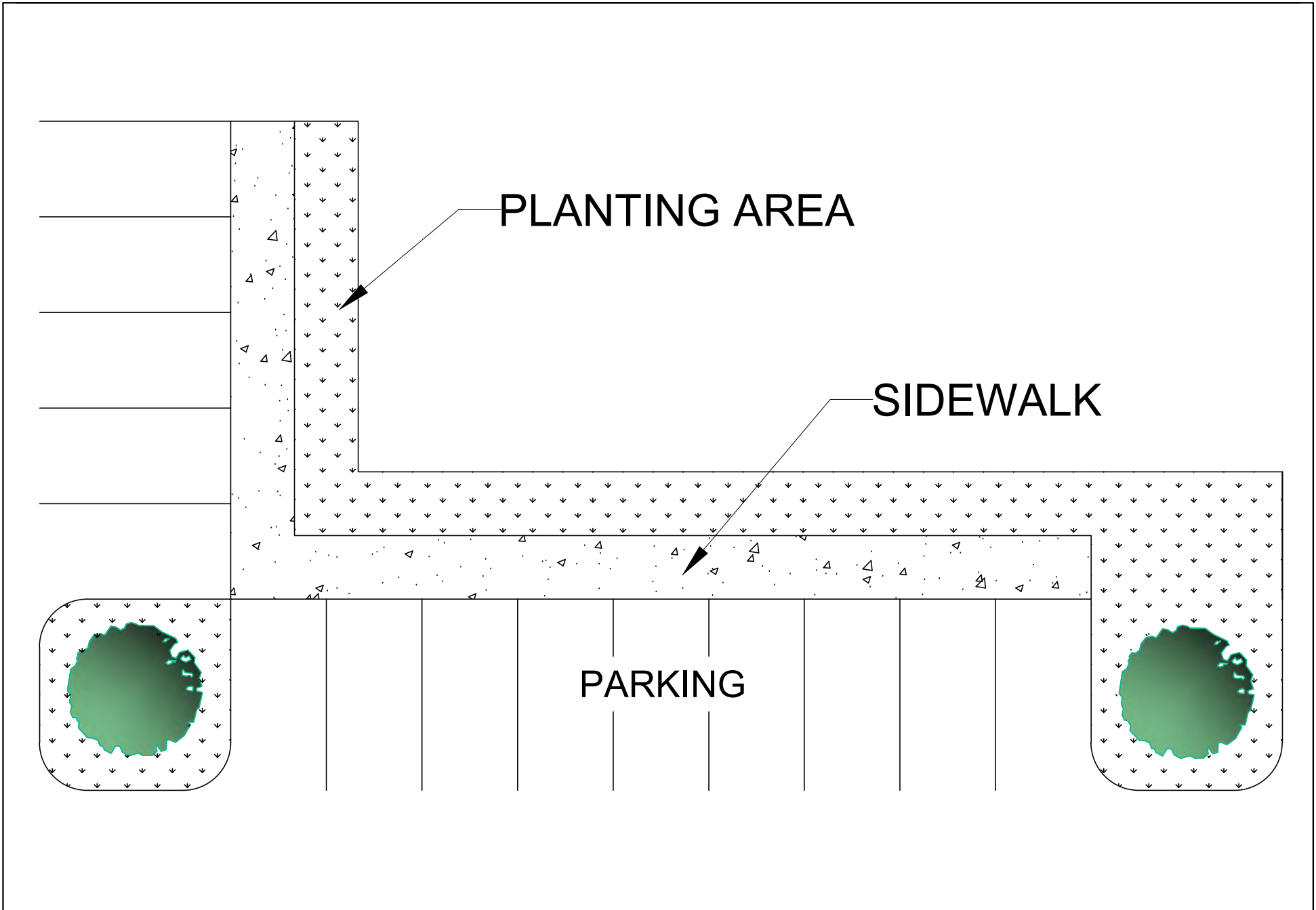


EXHIBIT "GG" - FOUNDATION PLANTING

09/09/22



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PLAN | DESIGN | DELIVER

PEG JOB# 2360.00

TYPICAL PARKING LOT PLANTING ISLAND

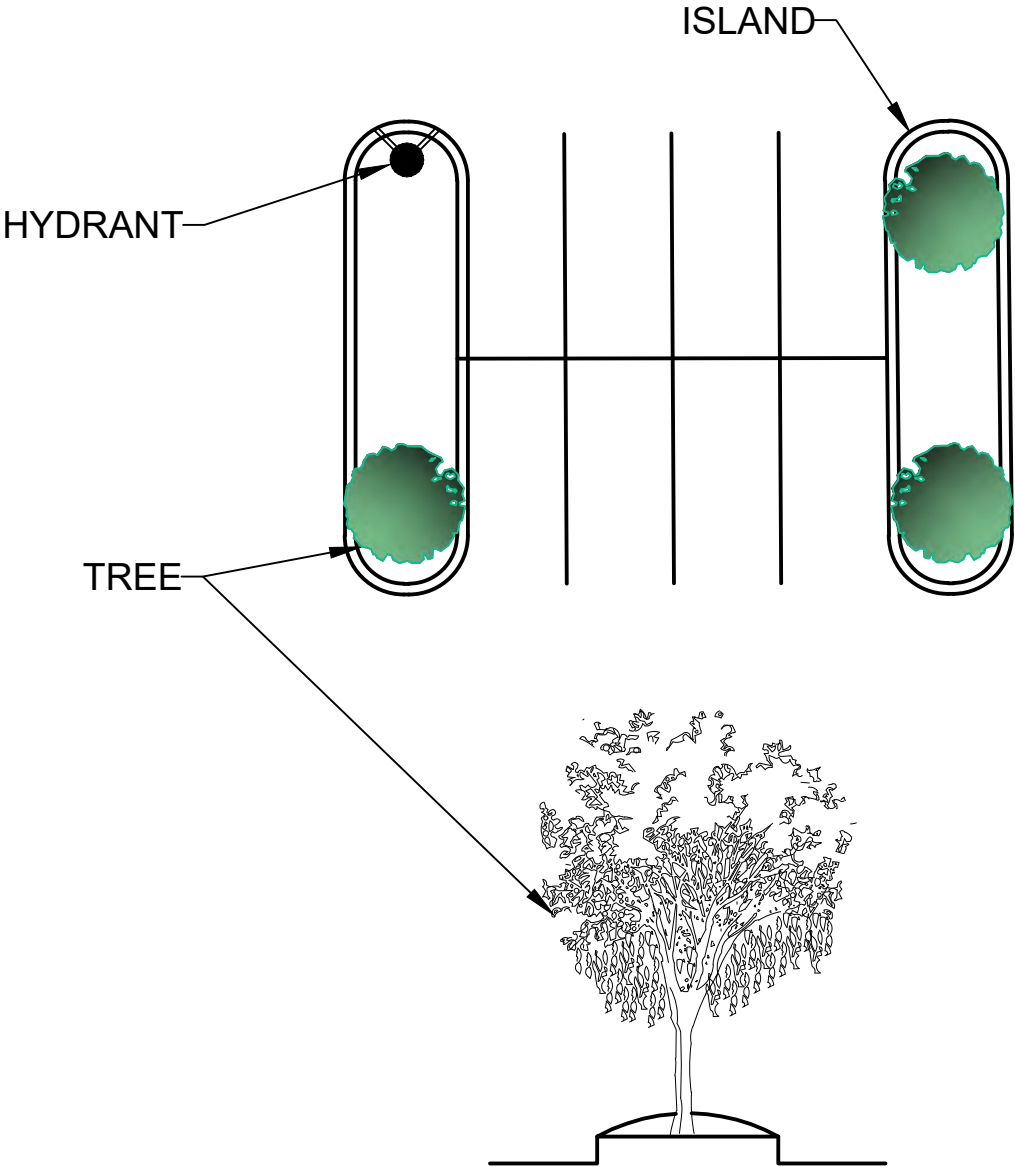


EXHIBIT "GG" - ISLAND PLANTING

09/09/22



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95 of 248

PLAN | DESIGN | DELIVER

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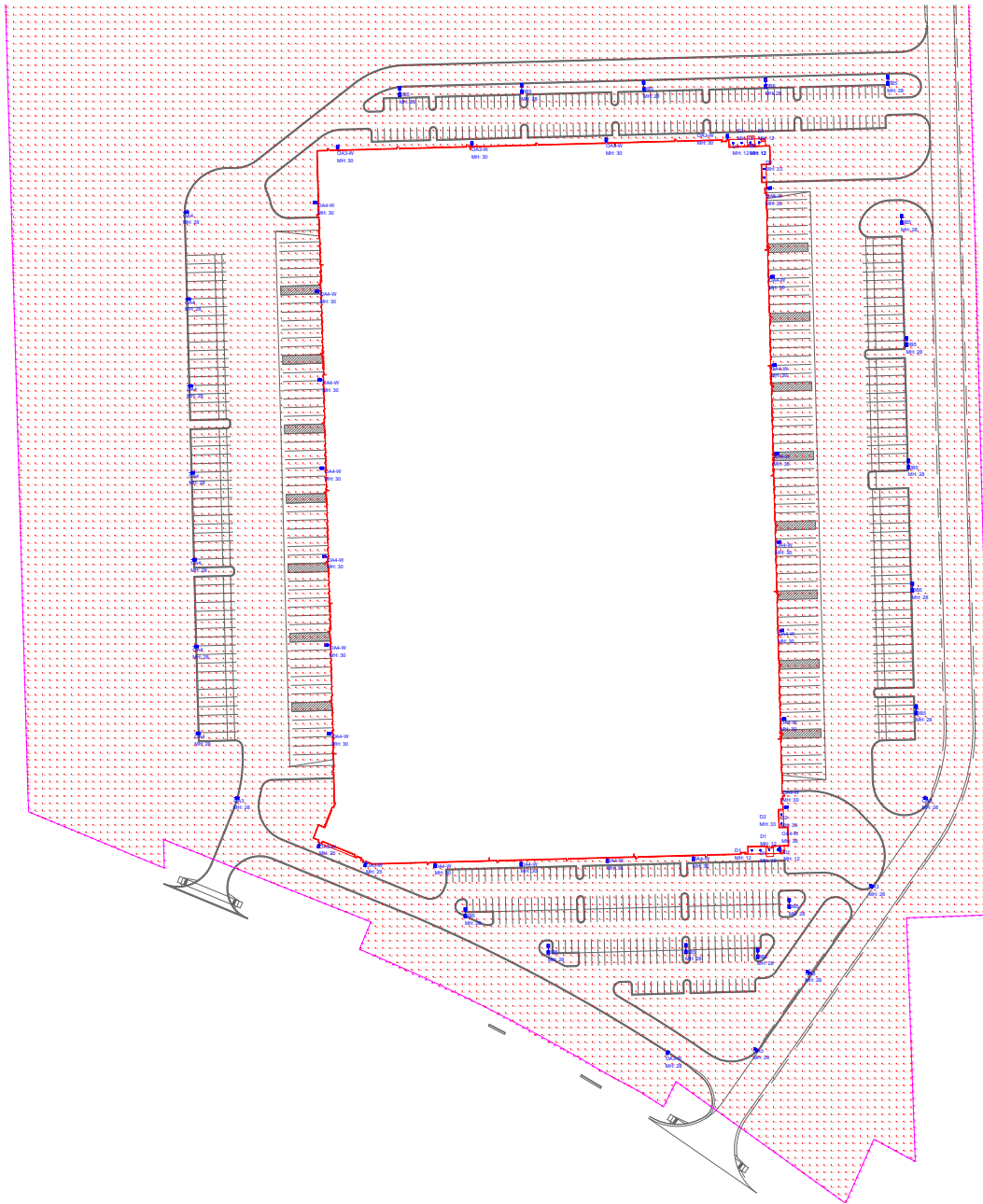


EXHIBIT "H" - PHOTOMETRICS PLAN

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09/27/2022

PLAN | DESIGN | DELIVER

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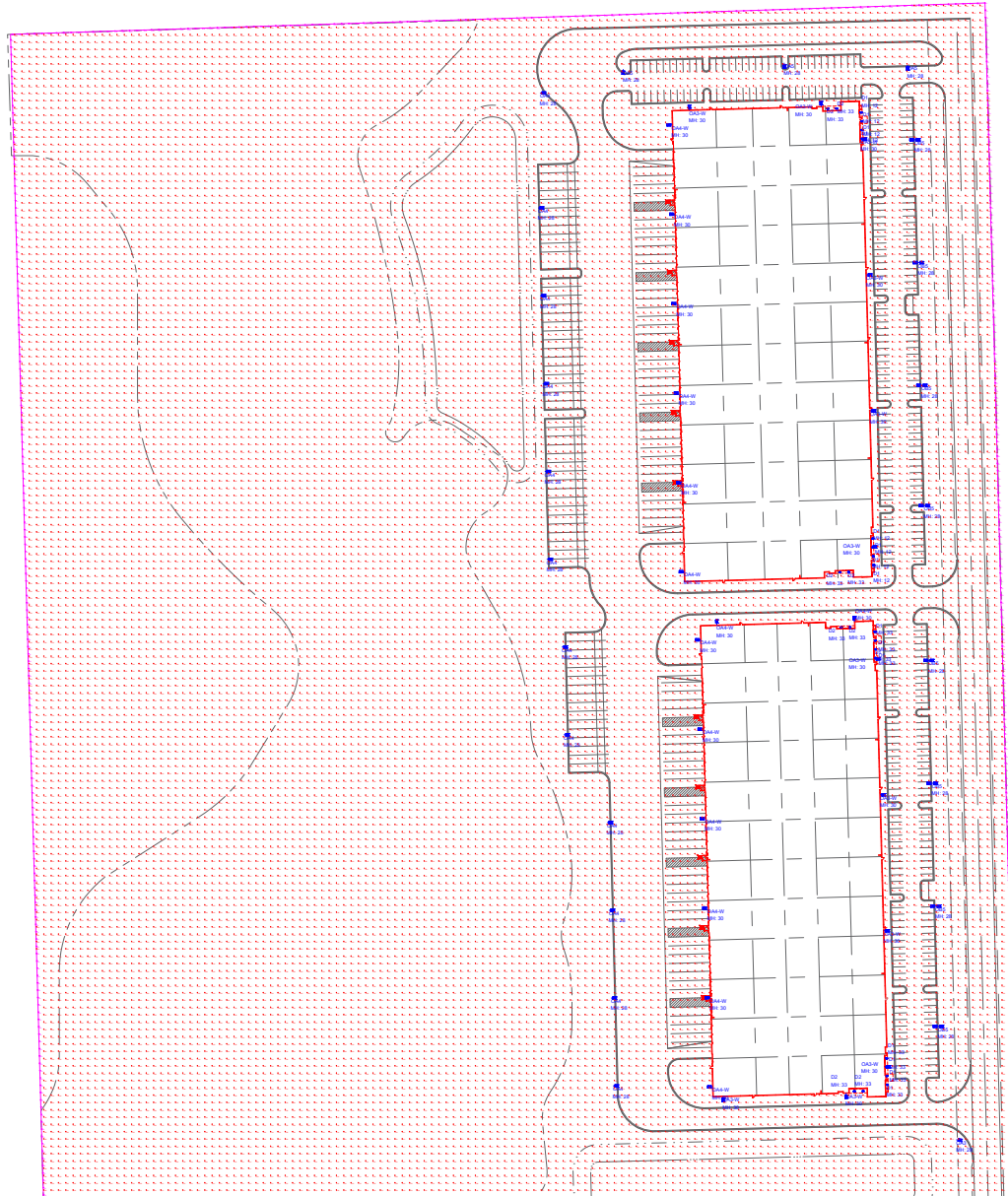


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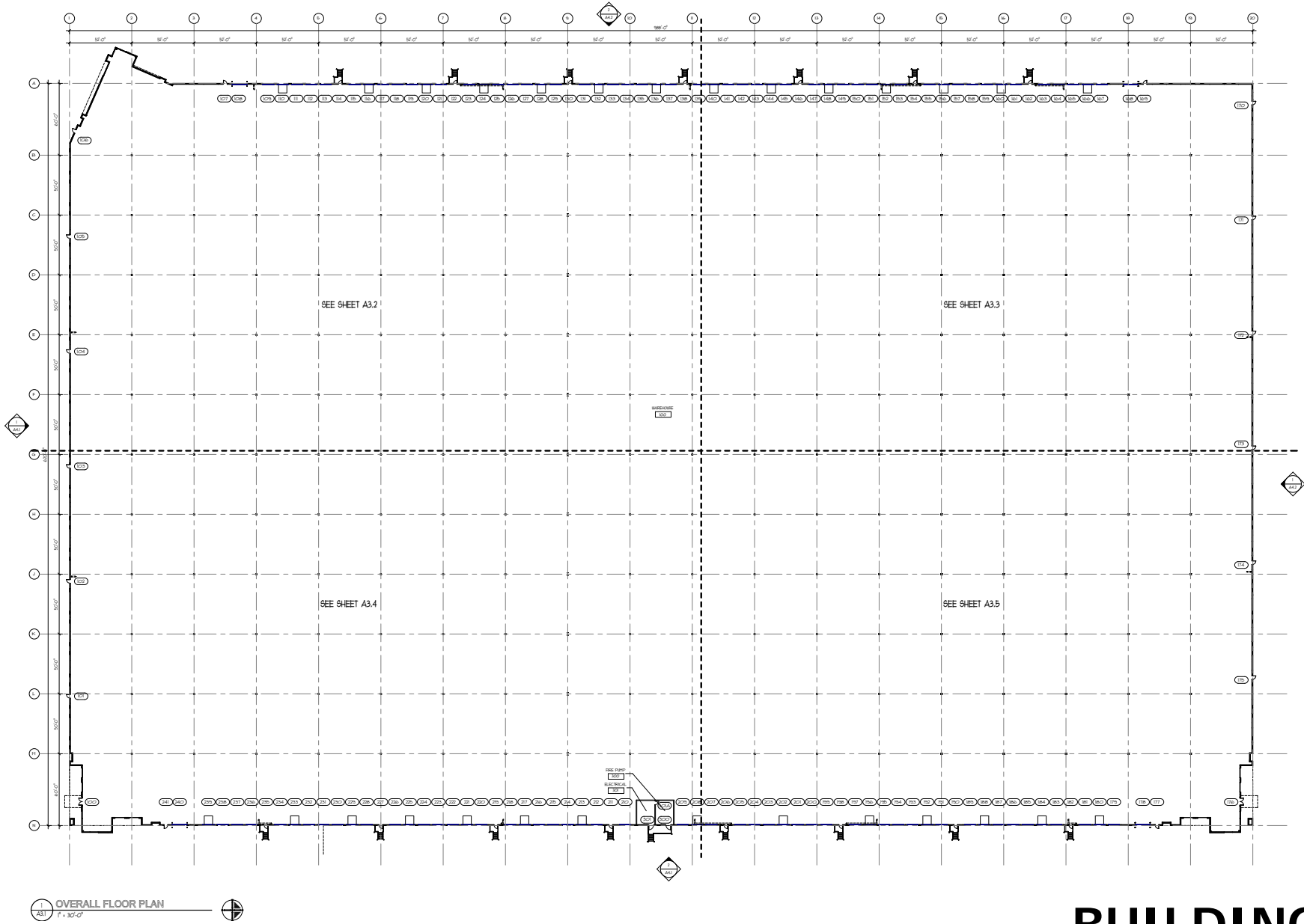
20725 W. WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM | 262-754-8888

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PLAN | DESIGN | DELIVER

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1 OVERALL FLOOR PLAN
1" = 32'-0"

BUILDING I

EXHIBIT "I" - BUILDING DESIGN

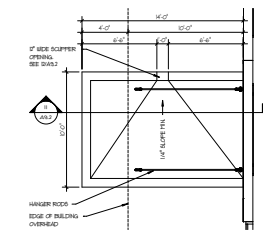
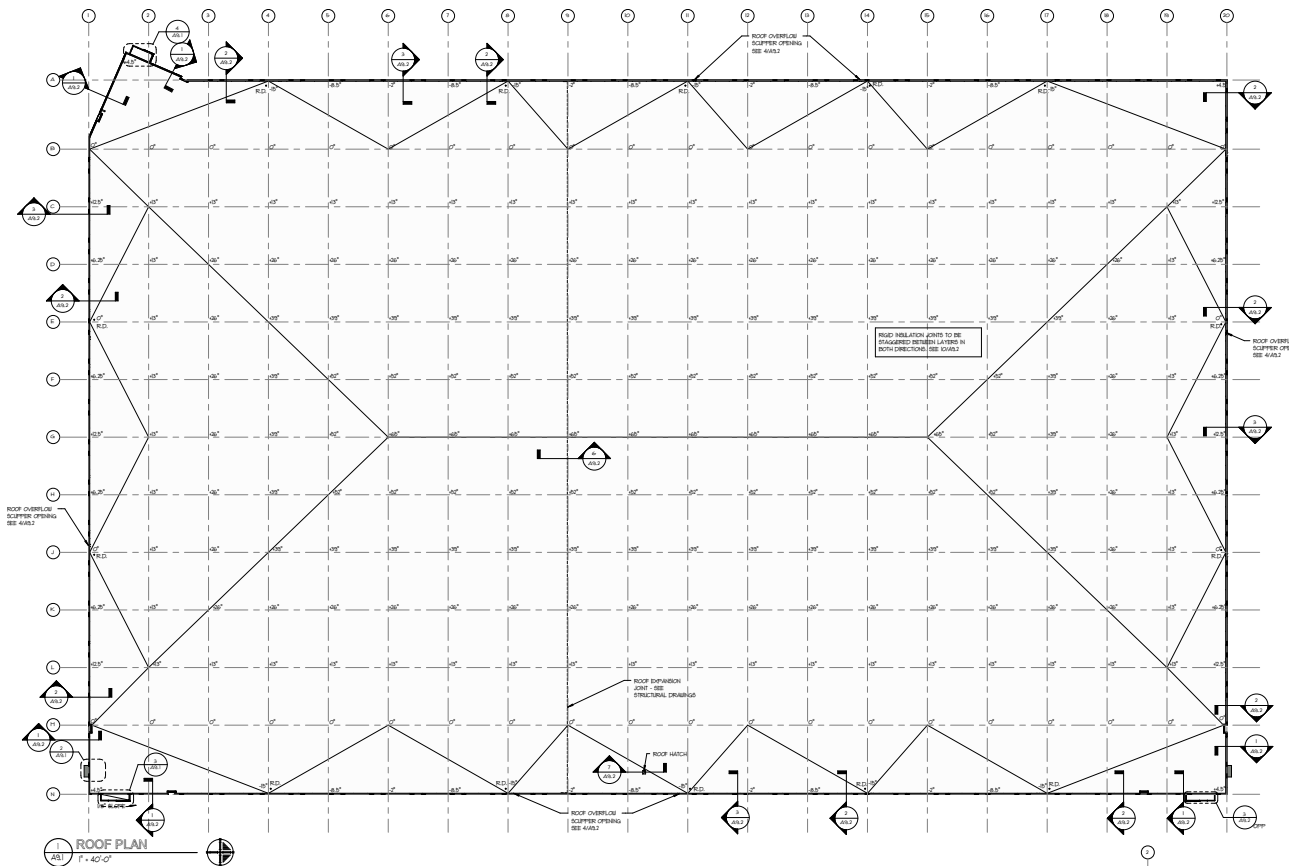
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PINNACLE ENGINEERING GROUP

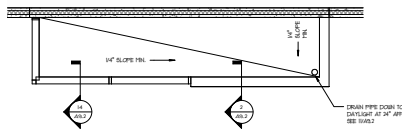
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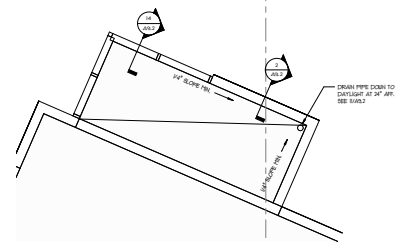
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1 ENLARGED ROOF PLAN
1/4" = 1'-0"



2 ENLARGED ROOF PLAN
1/4" = 1'-0"



3 ENLARGED ROOF PLAN
1/4" = 1'-0"

BUILDING I

EXHIBIT "I" - BUILDING DESIGN

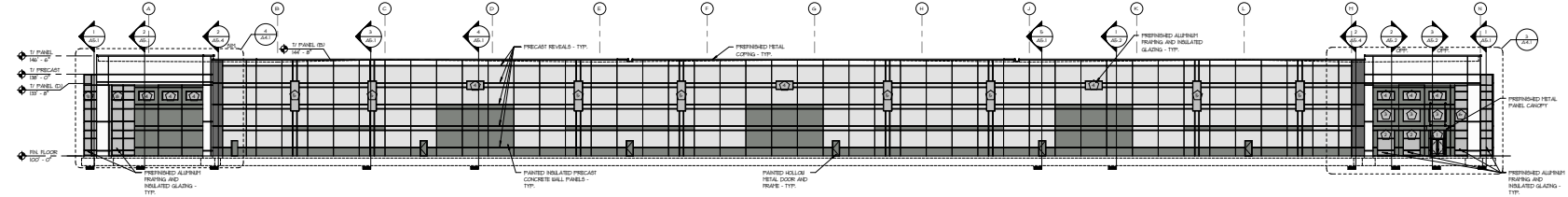
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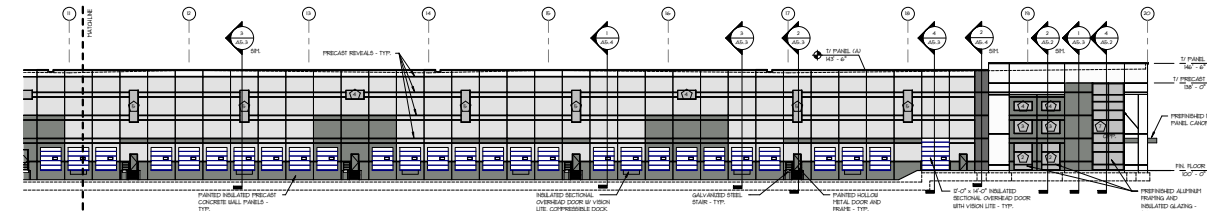
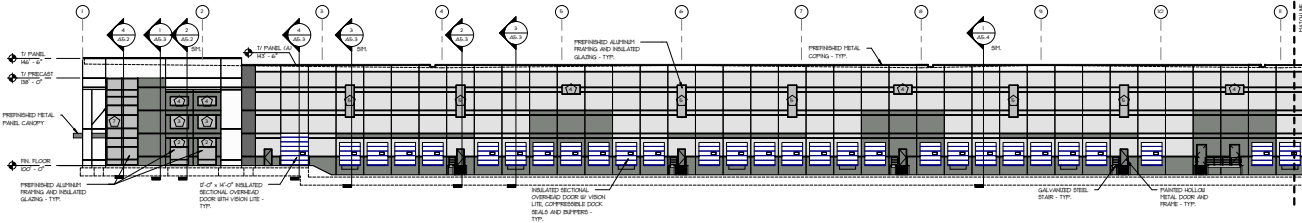
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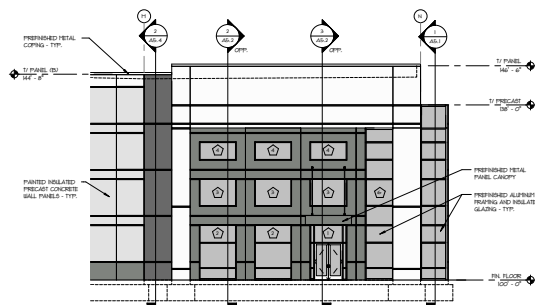
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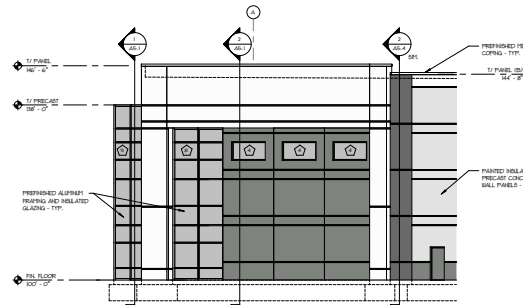
1 SOUTH ELEVATION
T - 20'-0"



2 EAST ELEVATION
T - 20'-0"



3 ENLARGED ELEVATION
T - 10'-0"



4 ENLARGED ELEVATION
T - 10'-0"

COLOR LEGEND:

[Color swatch]	FIELD COLOR 1 SERRIN BELLEVOUE SQ 4203 ICE CUBE
[Color swatch]	FIELD COLOR 2 SERRIN BELLEVOUE SQ 4204 LACY GRAY
[Color swatch]	FIELD COLOR 3 SERRIN BELLEVOUE SQ 4205 JUNGLE GRAY
[Color swatch]	FIELD COLOR 4 SERRIN BELLEVOUE SQ 4206 ICE GRAY

*COLORS ON ELEVATIONS ARE REPRESENTATIVE OF LIGHTS AND DARKS ONLY.

BUILDING I

EXHIBIT "I" - BUILDING DESIGN

PINNACLE ENGINEERING GROUP

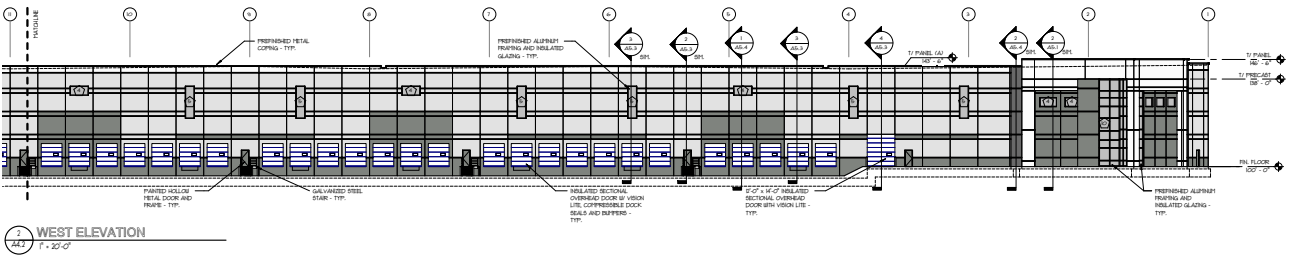
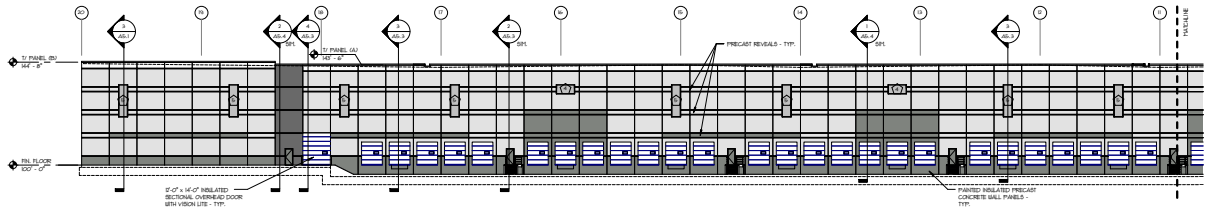
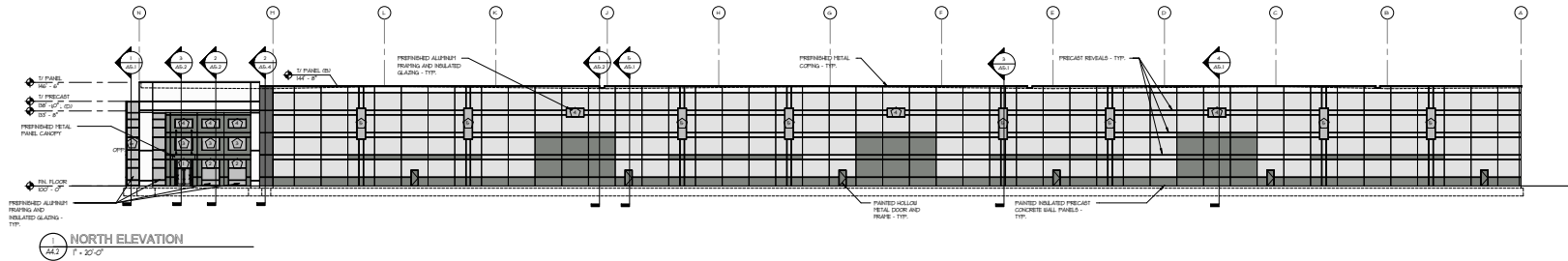
20725 W. WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM | 262-754-8888
100 of 248

09/29/2022

PLAN | DESIGN | DELIVER

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BUILDING I

09/29/2022

EXHIBIT "I" - BUILDING DESIGN

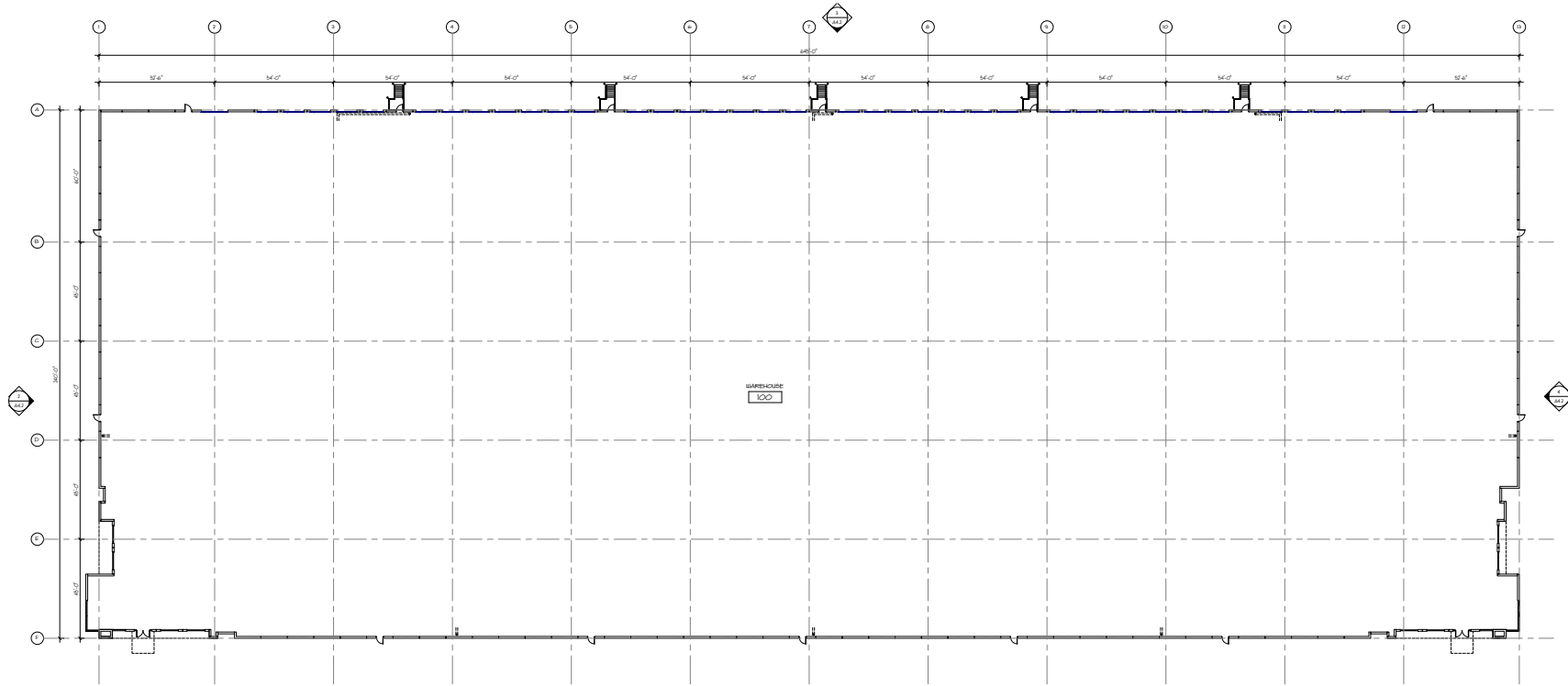
PINNACLE ENGINEERING GROUP

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PLAN | DESIGN | DELIVER

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OVERALL FLOOR PLAN
1/1" = 20'-0"

BUILDING II

EXHIBIT "I" - BUILDING DESIGN

09/29/2022

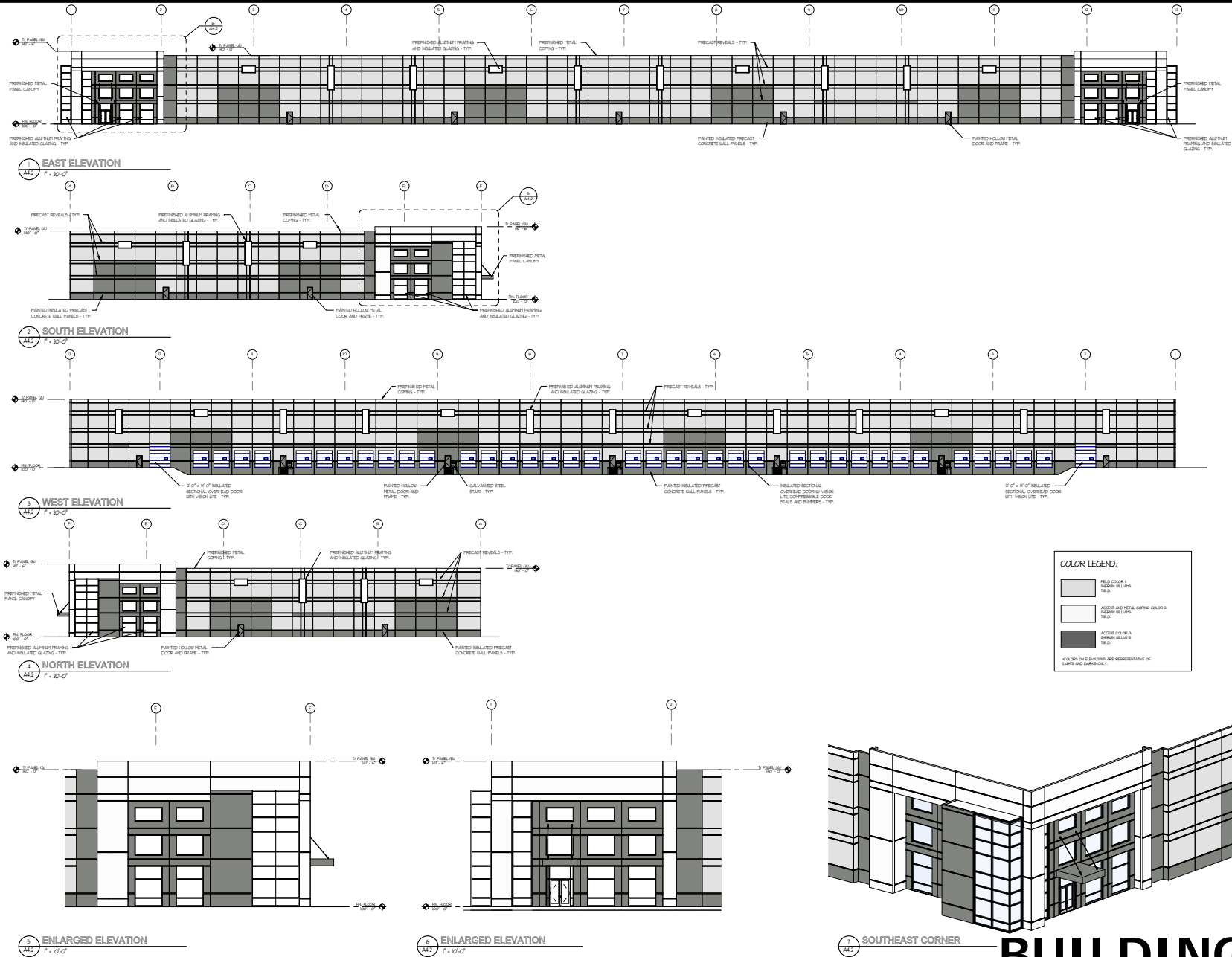
PINNACLE ENGINEERING GROUP

PLAN | DESIGN | DELIVER

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BUILDING II

EXHIBIT "I" - BUILDING DESIGN

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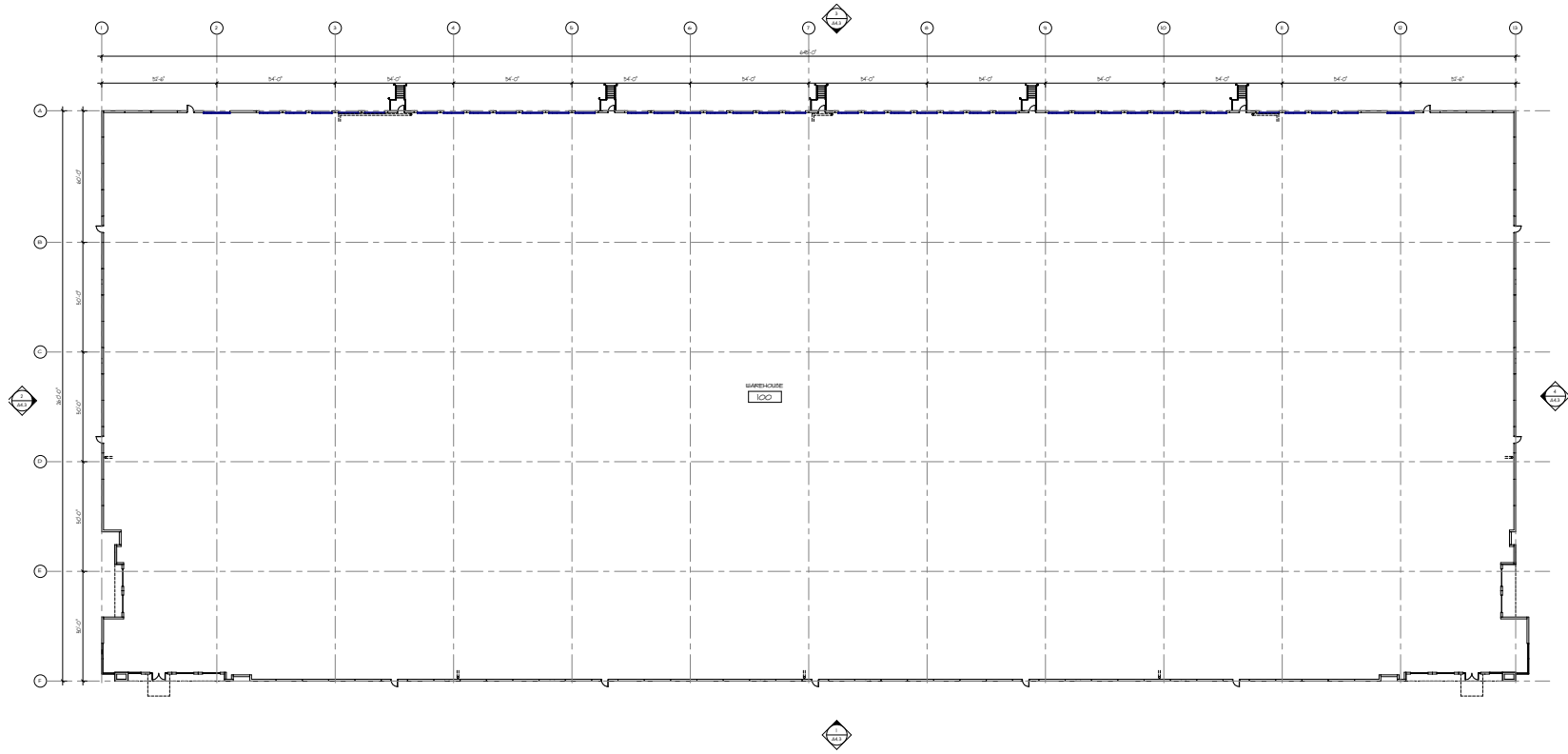
PINNACLE ENGINEERING GROUP

PLAN | DESIGN | DELIVER

20725 W. WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM | 262-754-8888

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1 OVERALL FLOOR PLAN
1/20"

BUILDING III

EXHIBIT "I" - BUILDING DESIGN

09/29/2022

PINNACLE ENGINEERING GROUP

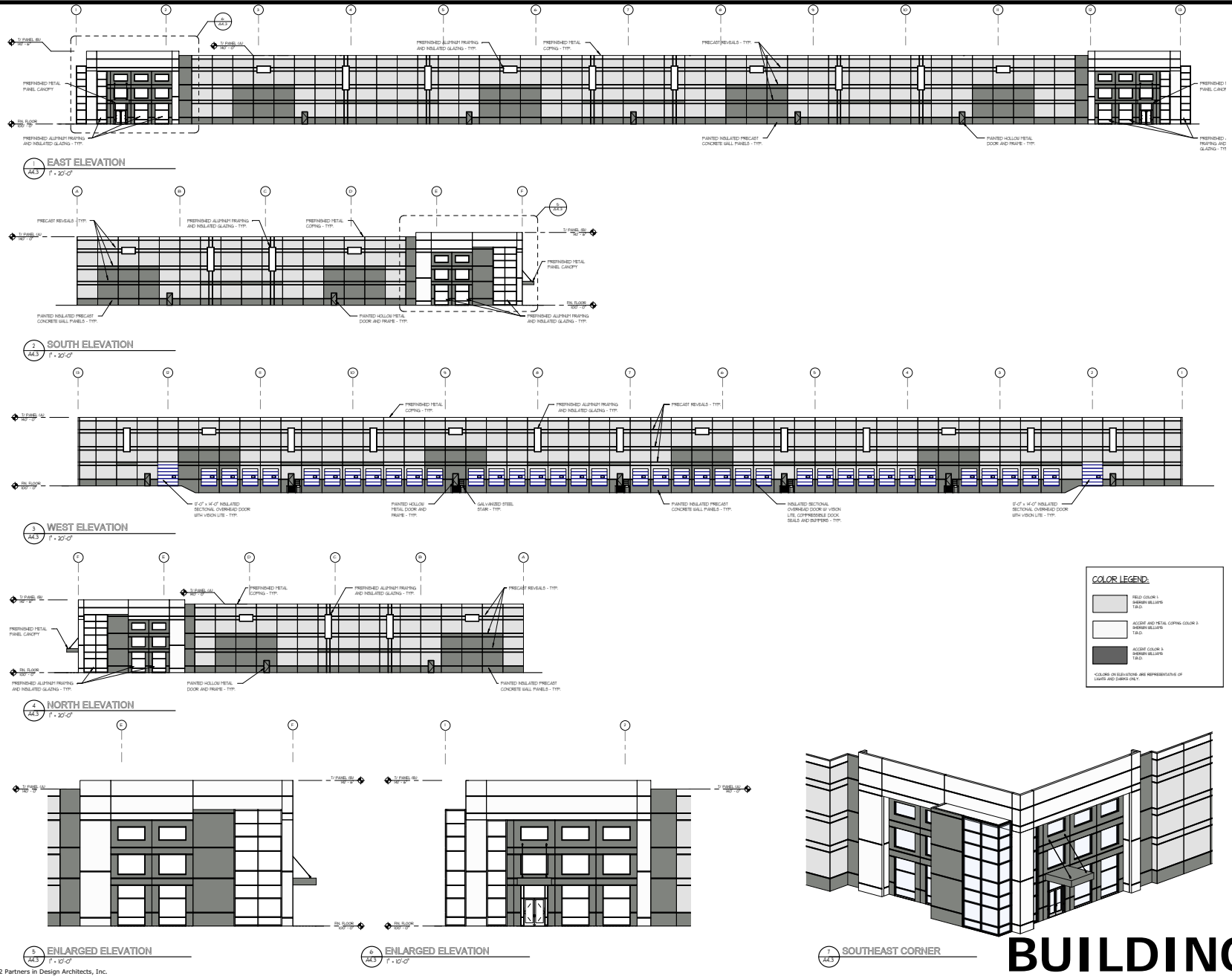
PLAN | DESIGN | DELIVER

20725 W. WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM | 262-754-8888

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BUILDING III

EXHIBIT "I" - BUILDING DESIGN

09/29/2022

PINNACLE ENGINEERING GROUP

PLAN | DESIGN | DELIVER

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Exhibit "J"

PLANNED UNIT DEVELOPMENT

The applicant is hereby requesting approval of a Planned Unit Development Overlay District for approximately 85 acres, comprised of 4 parcels, located along the Highway S, generally known as Burlington Road, east of the East Frontage Road along the Kilbourn Road Ditch. The underlying zoning is currently A-1, A-2, R-2, and R-3 and it is being requested to be rezoned with the PUD to BP-1. The BP-1 zoning is consistent with the adopted future land use plan. Intended development is industrial warehouse facilities with targeting users being those types of allowable uses in BP-1 district.

The PUD overlay is being requested to support a multiphase development approach for the property. Phase 1 of the project will include the immediate development of the southern industrial facility along with construction of a public road. The remaining north acreage will be developed in the future under the guidelines of the pending development agreement and current Village of Somers zoning and building codes at the time of development. The PUD will also allow for individual parcels to be created as needed under future CSMs and site plan reviews.

For reference, the initial development is planned to include an approximate 600,000 SF speculative industrial warehouse & distribution facility on the south with a proposed public road and utilities on the east with a new intersection with Highway S at the southeast corner of the plan. The enclosed master site plan for the 85 acres depicts the current planned layout, with 2 future buildings on the north. This is one possible layout for that property as the buildings could be combined for a single secondary building. The PUD will provide for the requirements and guidance for the future development whether it follows this plan or changes later.

Market conditions, specific user needs, and other factors will drive the timing and final layout of the future phase development. Extension of utilities, stormwater management, traffic control and other infrastructure plans are considered and described in more details in the submitted plans for Phase 1 of the project.

Items pertinent to the Village Zoning Ordinance, Section ZN 4.08(2)(h)1 PUD Overlay District associated with this project are outlined below coinciding with the zoning sections.

- a. Industrial PUD area proposed is 85 acres. All Phases open space, outside of building and impervious surface improvements, are proposed meet or exceed the required 25% minimum open space requirement.
- b. The total estimated value of the development under full built conditions is \$80,000,000 to \$110,0000 depending on the final interior buildouts.
- c. A park association will be established to provide for the maintenance and upkeep of improvements associated with the development as needed for common areas, shared utilities, shared private drives and any shared drainage and stormwater.
- d. Deviations from the village standards are limited for the development as the intent it to comply with the underlying BP-1 zoning and other current Village building and zoning codes, other than those items outlined below.

Exhibit "J"

PLANNED UNIT DEVELOPMENT

1. It is requested to allow loading area for WB-50 and above in Section ZN 3.06(2)(d) to be as follows for dimensions noted in the Loading Standards table.
 - Dock Angle (a) = 90 degrees
 - Clearance in Feet (D) = 55-60
 - Apron Space in Feet (A) = 70-75
 - Total Offset in Feet (T) = 130
2. It is requested to allow private drive ways to be forty (40) feet in width on the sites, with widths up to seventy (70) feet in width at the property line when accounting for turning radius of pavements and curbs. (Section ZN 3.06(3)(g))
3. It is requested to allow side yard setbacks to be thirty (30) feet for future buildings 2 and 3 in lieu of fifty (50) feet at the common boundary between the two buildings (ZN 4.04(7)(g)(3))
- e. The expected date of commencement for Phase 1 is Spring of 2023. Phase 2 construction is expected to start within 3 to 5 years following PUD approval and Development Agreement execution.
- f. No modifications to the floodplain protection and wetland protection measures of the ordinance are requested.

A concept color overall development site plan has been provided, as well as our full engineered civil site plans for review and consideration of this request.

Exhibit "K"

Legal Description

Being a part of Lot 1 of Certified Survey Map No. 278 and additional lands in the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 19 and in the Northeast 1/4 of the Northeast 1/4 of Section 30, Township 2 North, Range 22 East, Village of Somers, Kenosha County, Wisconsin

Beginning at the northeast corner of the Southeast 1/4 of said Section 19;

Thence South 01°31'50" East along the east line of said Southeast 1/4, 2659.96 feet to the southeast corner of said Southeast 1/4;

Thence South 02°03'17" East along the east line of the Northeast 1/4 of Section 30, 218.57 feet;

Thence South 87°56'43" West, 121.63 feet;

Thence South 02°03'17" East, 337.04 feet;

Thence North 61°38'30" West, 65.00 feet;

Thence South 23°55'30" West, 96.86 feet to the north right of way line of Burlington Road;

Thence North 54°16'56" West along said north right of way line, 288.51 feet to the east line of Certified Survey Map No. 278;

Thence South 26°07'56" West along the east line of said Lot 1, 39.07 feet to the north right of way line of

Burlington Road - County Trunk Highway "S";

Thence North 57°29'29" West along said north line, 39.18 feet;

Thence North 61°50'54" West along said north line, 51.08 feet to a point on a curve;

Thence northwesterly 383.40 feet along the arc of said curve to the left and said north right of way line,

whose radius is 2617.00 feet and whose chord bears North 63°14'09" West, 383.06 feet;

Thence North 22°34'02" East along said north right of way line, 41.00 feet;

Thence North 68°18'58" West along said north right of way line, 308.49 feet;

Thence South 01°39'49" East along said north right of way line, 39.68 feet;

Thence North 67°25'58" West along said north right of way line, 203.12 feet to the west line of the

East 1/2 of the Northeast 1/4 of Section 30;

Thence North 01°53'28" West along said west line, 37.83 feet to a point on the north line of the Northeast 1/4 of said Section 30;

Thence North 01°37'12" West along the monumented west line of the East 1/2 of the Southeast 1/4 of

Section 19, 2655.51 feet to the north line of said Southeast 1/4;

Thence North 88°09'21" East along said north line, 1332.95 feet to the Point of Beginning.

Dedicating that portion of subject property as graphically shown for public right of way purposes.

Containing 3,940,850 square feet (90.4695 acres) of land Gross and 3,680,505 square feet (84.4928 acres) of land Net more or less.

DAVISON LAW OFFICE, LTD.

Attorney Jeffrey J. Davison

1207 55th Street
Kenosha, WI 53140
Telephone No. (262) 657-5165
Fax No. (262) 657-5517
dmltd@sbcglobal.net

The rates for Davison Law Office, Ltd., as of July 1, 2022 are as follows:

Attorneys – \$265.00
Legal Assistants – \$100.00
Plus all costs

Our firm bills on a monthly basis

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

MEETING DATE: October 11, 2022

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #10 2023 General Fund Budget Presentation by Administrator Peters

BACKGROUND:

The following items have been presented to the Board in various Work Sessions:

- August 2nd, Board was presented with initial proposed Sheriff's Contract that included raising the number of shifts from 4 to 5. The Sheriff's Contract was further discussed on September 6th, with direction to seek a contract with 4 shifts. On September 20th, the Board was presented with revised Sheriff's contract representing 4 shifts. The Board reviewed the updated contract at our October 4th Work Session.
- August 16th, Board was presented with Chief Andersen's proposal for adding a Deputy Chief.
- September 6th, Board discussed moving from Paid on Call Firefighter model to Paid on Premises.
- September 6th, Board was presented with preliminary allowable increases to the levy and the dollars that would be generated.
- September 6th, Board discussed potential new employment contract with Administrator Peters.
- September 13th, Board approved updated investment policy and advisory agreement with Ehlers Investment Partners to leverage cash on hand for greater returns.
- The Special Work Session of the Town Board and the Village Board was held on September 24, 2022, to discuss the 2023 budget.
- The Village Board reviewed the CIP Budget at our October 4th Work Session.

COMMENTS:

Before you tonight is the 2023 Budget. Before we start discussing 2023, it is important to reflect on the many accomplishments that have occurred in the Village/Town in the year 2022.

This was one of the busiest on record for infrastructure projects. Our sewer and water projects west of the divide were substantially completed. This included sewer and water main to the I-94 corridor, a new sewer lift station, and a water transfer station. This will serve to fuel the continued development of this area. The sewer lining project in the Sheridan Road Corridor is wrapping up. This will serve to lessen I&I in the area and the Village is beginning to see positive results. The water main project in Sheridan Road also came to a close. These mains were in desperate need of repair and will lead to significantly less calls for water issues in the area. This project also included repaving all the side roads in the Corridor. The 7th Street Lift Station and Seawall Lift Station were both completely rehabbed in 2022. This leaves only two lifts in the entire Village that need to be addressed. They will be put out to bid soon and completed in 2022.

The 2022 CIP included two major stormwater projects. The project consisted of installing a new storm sewer on 12th Avenue and replacing a storm sewer pipe from 56th Avenue to the Pike River. These were substantially completed in September.

In March, the Board awarded the bid for the CTH A & CTH Y Water Main Relay Construction Project. This project was funded by ARPA money and was substantially completed in April

In May, the Village Board awarded the bid for the 2022 Roadway Improvements Program ((22nd Street (5000 Block to Green Bay Road), 4th Street, 49th Avenue, & 5th Place, 28th Avenue (CTH KR to Termination)). This project was substantially completed in July.

In September the Board awarded the engineering work for Neumiller Phase II project. This was included in our 2022 CIP.

Development did not slow down in 2022. In late 2021, the Village approved a Developers Agreement with Becknell Industries. This project will bring a “Class A” warehousing/industrial building on approximately 50 acres (Parcel 82-4-222-192-0100). The building would be approximately 795,000 sq. ft. in area. This would be phase I of their proposed projects. Phase II of their project includes a concept plan for buildings on approximately 82 acres immediately north of Phase I (Parcel 82-4-222-183-0200). The concept plan indicates the possibility of two additional buildings totaling approximately

900,000 sq. ft. feet. Phase I is now completely vertical and making great strides towards being completed in 2023.

In late 2021, the Village approved a Developer's Agreement with HSA Acquisitions to bring a "Class A" warehousing/industrial building to approximately 65 acres (Parcel 82-4-222-194-0200) located off of CTH S. The buildings total square footage to be approximately 905,000 sq. ft. They have begun their grading and should go vertical in 2023.

In early 2022, First Industrial informed the Village of their plans to bring a third building (building D) to the site. The proposed building will bring another approximately 450,000 sq. ft of space to First Park 94. The project was approved in May and is now vertical and enclosed.

In June, the Village approved a Developer's Agreement with Flint Development 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. This the first project to be approved in the growth area. They have begun their earthwork and in October the work their offsite public utilities will be awarded.

In October, the Village approved a Developer's Agreement with Stream Realty to bring a "Class A" warehousing/industrial project to approximately 90 acres (82-4-222-194-0101, 82-4-222-301-0030, 82-4-222-301-0040, 82-4-222-301-0050) located on CTH S. . Phase I would bring a 612,252 sq. ft building. Phase II would bring two smaller buildings. In total, the Project would bring three buildings totaling 935,000 sq. ft. of warehousing/manufacturing space.

In May, the Village approved a Chipotle Mexican Grill Restaurant in Somers Market Center. This project is now under construction. A Mister Car Wash was reviewed by the Board in August, and we expect to bring this to the Board by the end of the year for approval. In 2022, new a multi-tenant building anchored by Taco Bell received occupancy and as well as a Dunkin Donuts.

The Kwik Trip Travel Center at the Highway S exit of I-94 held its grand opening in August. The 12,000-square-foot convenience store is the largest Kwik Trip in the state. It features 10 fueling stations, 120 stalls for truck parking, nearly 100 parking spaces, showers and laundry facilities and a certified scale for trucks.

The Pritzker Archives & Memorial Park Center main building is now enclosed and should open up to the public by late 2023 or early 2024 according to Pritzker officials. The concept plans for Midwest Firearms Education and Training Center, which will

include an indoor firearms range will be reviewed by the Plan Commission in October. Upon completion, this development will serve as a gateway to the Village

Residential development also moved forward in 2022. The Savannah at Pike Creek multi-family project (CTH L and STH 31) began their utility work in 2022. They are now currently mass grading their site. Diamond Estate of Somers, LLC (formerly BluePaint Development LLC)'s multi-family project on Sheridan Road was approved in April. The Village continues to strive to bring single family housing to the Village. Over the past year the Plan Commission and the Board have reviewed several concepts. The major hurdle still seems to be labor costs, materials costs, and infrastructure costs.

On February, Engineer Snyder and Administrator Peters met with DNR staff to review the proposed approval of our Water Diversion application. Our application was formally approved on February 23rd

After almost 2 years, the Village received the PSC's as to the rates that will be required by the PSC. As you will recall, a major delay in this matter was due to the fact that the PSC had originally stated that the Village needed to refund almost \$500,000 in impact fees. The Village was ultimately successful in arguing our position that these fees did not need to be refunded. The PSC determination is that the overall rate increase must generate an additional \$415,322 in revenue. This represents a 35.68% increase in the overall existing rates. The rate set by the PSC also factors in a reasonable net rate of return of 5.6%. The Village also requested that this rate be lowered to lessen the impact on our customers. This was also denied. The rates took effect in June. Resident's were notified through website posts, our newsletter, and a direct mailing to customers.

Upgrades to the office space in Village Hall continued in 2022. New furniture was installed the Clerk/Treasurers' office. This allowed the current furniture to be used to create a new Municipal Court Office. In late 2021, the lobby was repainted. In 2022 our new Somers mural was installed in the lobby, as well as carpeting. This has served to make the lobby a more inviting place for our residents and guests.

We continue to promote efficiencies in operations. The Village continues to work with eCode.. The eCode is more user-friendly way to access our municipal codes. Staff also continued to work with Brightly Software (formerly Dude Solutions) to implement our Public Works/Utilities software package. This package is now being implemented by Public Works staff. Foreman Kreye put a large amount of time into this project and should be commended for his desire to get this implemented.

In 2022, the Village contracted to update their GIS/GPS system. Aryes has completed the field work and now working Baxter Woodman to verify the data.

In 2022 Trustee Nelson and Administrator Peters began work on our Zip Code Boundary Review submission to the Postal Service. Administrator Peters reached out to several communities around the country that have been through this process. Our resolution will be brought to the Board in October. We are also hoping that this can be accomplished through federal legislation.

The Village continues to collaborate with Root-Pike WIN on water quality and water storage issues.

In 2022 the Village took possession of our MERV/brush fire truck and ambulance for the Fire Department.

The Village worked with Ehlers on the issuance of our 2022A borrowing. This borrowing was for the Becknell Offsite Water Main Project and for the First Park 94 Phase II water main project.

Trustee Ostby and Staff work together to present the Village's first ever investment policy. Based on the passage of this policy, was engaged as our financial advisor to earn greater yields on our investments.

The Village renegotiated their contract with Sheriff's Department for law enforcement services in 2023. Their will be 4 shifts on for the year.

The Village has negotiated with Somers Firefighter/EMT Employees Local 4831, IAFF over the past year. Their contract will be brought in near future.

Staff worked with representatives from Andrea Orendorff, LLC to complete the 2021 audit. We have the draft and are awaiting the final statements.

2022 brought a new challenge to the Village/Town. Like many industries we experienced turnover in our Staff. During this period, we have brought on a new Clerk/Treasurer, Accounting Manager, Accountant I, Clerk I and Assistant to the Administrator. These individuals have been hired through traditionally advertising and the use of a search firm. Each new hire has brought a fresh set of eyes to their position. This transition has also led to staff taking the time to better document how tasks are performed.

Clerk/Treasurer Baker was hired as Clerk I in late 2021. In May she was promoted to her current position. Over this past year, Clerk/Treasurer Baker has taken numerous courses to assist her in her new role. She has guided the Village and Town through four elections in 2022. Clerk/Treasurer Baker has taken every challenge head on and has been a wonderful addition to the Village/Town.

The promotion of Clerk/Treasurer Baker led to the need to hire a new Clerk I. Clerk I Bartolai was hired in July and brought a wealth of knowledge regarding the assessment process. She has also dramatically improved our system on tracking code violations.

In late 2021, the Municipal Court brought on a new Municipal Court Clerk. Clerk Keisler came to the Village with both the private and public court experience. She has new systems and is excellent in making sure court fines do not go unpaid.

In May, the Village hired Accounting Manager Ealy. Ms. Ealy has worked as an accountant in both the private and public sectors. She came into the Village during audit and budget time and has had to learn a tremendous amount in a short period of time. Accounting Manager Ealy's work ethic is second to none and we are very lucky to have found her when we did. Her documentation of each of her processes will help future staff members understand the "how and why" of the Village finances. She has also taken on the role of a Deputy/Clerk Treasurer. Without the hard work of Accounting Manager Ealy this year's budget would not have been possible. She has been a welcomed addition to the Village/Town.

In June, the Village hired Accountant Kelly. Ms. Kelly also brings a wealth of knowledge of private and public sector accounting. She has taken over our payroll system and implemented more efficient ways to complete this essential process. During the budget process Accountant Kelly conducted a "deep dive" of all our recurring expenses and was essential in creating the budget you see before you. Ms. Kelly has also planned team building lunches and is organizing off site get togethers. She has been a welcomed addition to the Village/Town.

Fire Chief Benjamin Andersen recently celebrated his one-year anniversary in his role as Chief. He has been a member of the Fire Department since 2014. Chief Andersen is excellent at keeping Administration, staff and the Boards informed as to the events taking place in the Village/Town. The Chief has helped negotiate a new bargaining agreement, instituted new billing rates, and was instrumental in creating the budget you see before you. Chief Andersen's dedication to health, life, safety, is evident by the number of hours he puts in and the Village/Town is lucky to have him.

The Village of Somers Fire and Rescue Department employees deserve our thanks for providing EMS and fire services 24 hours a day 365 days a year. The ten full-time Firefighter / EMT-I12 or Firefighter / Paramedics and part-time Paid on Call / Firefighters continue to see an increase in call volume each year. In February Brandon Dzibinski was promoted to full-time.

The Village of Somers Department of Public Works members deserve to be recognized for all their hard work. 2022 was a very busy year for Public Works. The sewer and

water projects west of the divide were completed in 2022. The water and sewer work in the Sheridan Road corridor is also wrapping up. Our Public Work is small crew, but they continue to meet every challenge they face in a timely manner.

Public Works Superintendent Jerry Smith remains committed to facilitating the day-to-day operations of the Public Works Department. Jerry and his department have been tasked with many projects this year. Mr. Smith has been working closely with Foreman Kreye to ensure that he knows all the ins and outs of Somers. Jerry's continued commitment to the department deserves our recognition and praise.

Building Inspector Russ Nolan continues to run a building department that increases in activity every year. He performs a plethora of duties from issuing permits to performing building inspections and building violations. He deserves our thanks for his dedication to building safety.

Utility Clerk Helen Siferd has been a dedicated employee to the Village for over twenty-nine years. Helen is instrumental in many operations that are essential to the Village. She remains extremely helpful during the Clerk/Treasurer transition process. Ms. Siferd is also the behind getting staff many of the numbers incorporated into our utility budgets. She was instrumental in creating materials to inform our water customers of the new PSC water rates. Her knowledge, versatility, conscientiousness, and dedication deserves our praise.

Accounts Payable Clerk Janet Martin, has been a committed employee. Ms. Martin assists the front office with many duties and handles all the Village's Accounts Payable. Ms. Martin has been a huge help in the transition to our new clerk and accounting staff. Her dedication to the public deserves our praise and recognition.

In September the Village welcomed our it's new Assistant to the Administrator Ryan Vishaway. Mr. Vishaway is an Army veteran and was formerly with Congressman Steil's office. He is very familiar with Somers and has jumped right into his new position.

Communications Specialist Kevin Poirier continues to do an excellent job for both the Town and the Village. Mr. Poirier creates web-content, makes sure our minutes, packets, and agendas are online, takes professional pictures, and attends all meetings to make sure he knows what is going on in our community. In addition to these duties, he publishes our quarterly newsletters. His collaboration and dedication deserve our thanks.

President Stoner continues his dedication in assisting with development and infrastructure projects. President Stoner also works closely with our Sheriff's department to help ensure our streets are safe. He deserves recognition for his daily commitment to growth in the Village.

Chairman Molinaro continues to look out for not only the Town's best interests, but also the Village. Chairman Molinaro is always on the lookout for ways we can make our communities a better place for our residents. He deserves recognition for his daily commitment to a better Town, Village and County.

Members of the Village / Town Board continue to be strong advocates for the Somers community. Each and every member assists Administration in their own unique way and truly go above and beyond for both communities. Some of the areas of focus have been on development standards, health/life/safety, financial policies, and a commitment to securing our own zip code. The time put into these areas is extremely helpful to staff and we thank you for your efforts.

The Board of Appeals members did not meet in 2022, but members are committed to meeting when necessary.

The Town Board of Review met in July. The Village Board of Review met in August. A revaluation was held in 2020, so 2022 was a maintenance. No one appeared at either Board of Review meetings.

The Fire Commission met frequently throughout 2022. They were proactive in suggestion on staffing and the hiring of Brandon Dzibinski. Their time and hard work have helped guide this department for the future.

The Plan Commission meets monthly to discuss proposed project and development in Somers. They spend a large amount of time going over large packets of materials. The Plan Commission has been instrumental in development that has occurred. 2022 was another busy year for the Plan Commission. They have reviewed over 3 million sq. feet of industrial/warehousing project. These projects will be welcome addition the Village's tax rolls in the future!

Given the challenges that the Village/Town faced in 2022, Administrator Peters is very proud of our Staff and cannot thank them enough for their hard work. Administrator Peters would also like to thank our Boards and Commission for all the support and understanding we have received over this past year.

2023 GENERAL FUND BUDGET OVERVIEW

ESTIMATED VILLAGE ASSESSMENT AND MILL RATE

2022 Assessed Value-Preliminary

- The 2022 assessed value for the Village is \$976,060,500
 - This is an increase of \$9,612,700, or .099% percent in assessed value from 2021.
 - Also, this amount doesn't include manufacturing, which is done by the Department of Revenue.
- The 2022 assessed value for the Town is \$89,324,200. This is a decrease of \$1,343,600.00 or 1.48 percent in assessed value from 2021.
- Final assessed values are not confirmed by the Department of Revenue until mid-October.

2022 Proposed Levy

- The General Fund levy is proposed at \$3,640,862.38. This is an increase of \$50,622.38 from 2021.
- The debt levy is proposed at \$1,132,354.31. This is a decrease of \$20,518.89 from 2021.
- The total proposed tax levy is \$4,773,216.69. This is an increase of \$30,103.69 from 2021. The increase equates to an overall increase of 0.63% .
- The Village portion of the levy comprises 91.65% of the levy at \$ \$4,353,600. This is an increase of \$100,611.75 from 2021.
- The Town portion of the levy comprises 8.35% of the levy at \$419,617 This is a decrease of \$70,509 from 2021.

2022 Proposed Village Tax Rate- Preliminary

- The proposed Village tax rate is estimated at \$5.31 per thousand of assessed value. This is a decrease of \$0.03 per thousand from 2021.

Village Tax Rate based on 1.41% increase in Levy		
2022	5.31370	
2021	5.34359	
Cost for Village Taxes for \$200,000 Home		
2022	\$1,062.74	
2021	\$1,068.72	
Difference	\$ (5.98)	
Cost for Village Taxes for \$275,000 Home		
2022	1461.266375	
2021	\$1,469.49	
Difference	\$ (8.22)	
Cost for Village Taxes for \$300,000 Home		
2022	\$1,594.11	
2021	\$1,603.08	
Difference	\$ (8.97)	
Cost for Village Taxes for \$350,000 Home		
2022	\$1,859.79	
2021	\$1,870.26	
Difference	-\$10.46	
Cost for Village Taxes for \$400,000 Home		
2022	\$ 2,125.48	
2021	\$2,137.44	
Difference	\$ (11.96)	

2021 Proposed Town Tax Rate

- The proposed Town tax rate is estimated at \$5.49 per thousand of assessed value. This is an increase of \$0.09 per thousand from 2021.

Town Tax Rate based on 1.41% increase in Levy			
	2022	5.48705	
	2021	5.40573	
Cost for Village Taxes for \$200,000 Home			
	2022	\$1,097.41	
	2021	\$1,068.72	
	Difference	\$ 28.69	
Cost for Village Taxes for \$275,000 Home			
	2022	1508.937668	
	2021	\$1,469.49	
	Difference	\$ 39.45	
Cost for Village Taxes for \$300,000 Home			
	2022	\$1,646.11	
	2021	\$1,603.08	
	Difference	\$ 43.04	
Cost for Village Taxes for \$350,000 Home			
	2022	\$1,920.47	
	2021	\$1,870.26	
	Difference	\$50.21	
Cost for Village Taxes for \$400,000 Home			
	2022	\$ 2,194.82	
	2021	\$2,137.44	
	Difference	\$ 57.38	

- The reason for the increase is for the adjustment to the configuration formula per the Intergovernmental Agreement between the Town and Village which calculates the percentage of the respective levies based

on assessed value not including the Tax Increment values in the Village.

Key changes in revenue from 2022 budget to 2023:

- Taxes increased by \$50,622
 - Contributing factors:
 - Village levied property taxes increased by \$101,351
 - (101-41000-41111)
 - Town levied property taxes decreased by \$50,729
 - (101-41000-41112)
 - Continued use of Ravine Park's voluntary donation \$80,000
 - (101-42000-42180)
 - Note: The Development Agreement with Ravine Park requires a voluntary payment to the Village. The annual payment to the Village equates to half of the property tax incremental revenues from the residential component of the property for the previous year.
 - In the 2022 Budget the Board allowed the utilization of \$77,000 in the general fund budget based on the amount that the Village would receive through property taxes upon the conclusion of the voluntary payments.
 - If the Board allows this to continue the estimated calculation is as follows:

Assesed Value Parcel 1	\$ 26,863,500.00	Parcel #82-4-222-104-0331
Assessed Value Parcel 2	\$ 3,934,200.00	Parcel #82-4-222-104-0335
Total	\$ 30,797,700.00	
Less Base Value	\$ 131,000.00	
Total Taxable Assessed Value	\$ 30,666,700.00	
Total Estimated Taxes	\$ 530,978.88	Divide by 1000 * Proposed Mill rate
Voluntary Payment to Village 1/2 of Estimated Taxes	\$ 265,489.44	
		5.31 Village Mill rate divided by Total Estimated Mill Rate of 17.31 = Village Portion of Taxes is 31%
Village Portion to Budget	\$ 82,301.73	Then Take our 1/2 times percentage

- Administration is comfortable recommending the utilization of \$80,000 (101-42000-42180) in the general fund budget based on the amount that the Village would receive through property taxes upon the conclusion of the voluntary payments.
- Intergovernmental revenues increased by \$68,901
 - Contributing factors:
 - Payment for Municipal Services increased by \$60,000
 - (101-43000-43691)
 - Note: Village pay out 90% to City of Kenosha (accounted for in expenditures)
 - State Shared Revenue increased by \$1,111
 - (101-43000-43410)
 - Note: At this time State Shared Revenue is based on estimate received in mid-September. State representatives have been promising an increase. At this time, we have budgeted estimated amount received from DOR.
- Licenses and Permits revenue increased by \$22,655
 - Contributing factors:

- Building permits increased by \$242,212
 - (101-44000-44300)
 - Note: The Village has averaged \$180,000 in permits over the past few years. In 2022, we budgeted \$180,000 and thus far we have brought in \$506,000. This has been driven by industrial development in our TIDs. Per our September 24th Work Session, these projected revenues have been increased to amount needed to balance this Budget.
 - Administration believes the actual revenue from building permits in 2023 will exceed \$500,000. This is based on HSA possible permits, Flint Development possible permits, Stream Realty possible permits, and Savannah at Pike Creeks possible permits. Three of these developments are currently grading their sites and we expect them to pull permits to go vertical in late 2022 or early 2023.
 - Given the extraordinary circumstances we have faced in this budget with increasing in Public Safety and our levy limit, we feel this is a prudent way to move forward without dramatic cuts to services. Administration fully realizes that revenues from Building Permits cannot be guaranteed at this level in the future and be counted on to continue to fund operations, but we have confidence that these projects are moving forward.
- Fines and Forfeitures increased by \$4,975
 - Contributing factors:
 - Court Penalties increased by \$5,000
 - (101-45000-45100)
 - Note: Average yearly revenue is \$115,000. 2023, will represent the first time we will have 4 deputies for an entire year. Court is comfortable with the revenue being budgeted at \$110,000. This amount represents the Village's portion of fines that are received.

- Public Charges for Services increased by \$132,890
 - Contributing factors
 - Fire and Rescue Service increased by \$195,000
 - (101-46000-46220)
 - Note: This revenue is based on Chief Andersen's proposed increase in fees, Lifequest collecting more in first tier, and increased number of calls. These numbers have been generated with input from Lifequest. Also note that while this revenue is estimated at \$820,000, the Village accounts for an uncollected allowance for doubtful accounts (101-46000-46290) at 40%. This is represented at \$328,000. Net positive to the Village of \$492,000.
 - Fire Inspection Fees increased by \$18,000
 - (101-46000-46221)
 - Note: These are fees charged by the fire department for plan review, new building fire inspections and fire code reinspection fees. Projected by Fire Chief and Fire Inspector.
- Miscellaneous Revenue increased by \$202,104
 - Contributing factors
 - Interest income increased by \$190,000
 - (101-48000-48110)
 - Note: In August we had \$28,000 in interest (without investment policy in place) If you figure, \$28,000 per month for 12 months = \$336,000. General Fund get 77%. Which equals \$240,000. Staff backed out \$40,000 to be conservative and due to fluctuations in bank balances, not all months would generate \$28,000. Based on the fact, that the Fed raised the interest rates 75 basis points on

September 21st, have also indicated that this rate will be raised again, and we will be investing dollars with Ehlers staff is confident that this is a very conservative number. Board could choose to raise this revenue line to close the gap in coordination with Building Permits.

- Continuing Appropriations
 - Per our September 24th Work Session this \$86,000 has been added to use fund balance to cover the succession plan for our retiring public works employees.
- **Total Revenues in the 2023 budget totals \$6,131,445.10. This represents an increase over 2022 by \$794,859.10**

Key changes in expenditures from 2022 budget to 2023:

- Overall
 - Village health insurance premium increased by \$72,300 over all funds
 - 3% percent pay increase for non-contract employees.
 - Note: Administrator contract is not finalized. In the budget number is estimated at \$5,000 increase for 2023
 - Added Deputy Chief Position at salary of \$85,000. Total compensation increase to budget would be \$134,000.
 - Fire/EMS contract also needs to be finalized. This budget represents a 2% increase in salaries for 2023 based on negotiations. Overall increase \$13,000. Increase requested for 2024 is 4% and 2025 is 3%. This averages out to 3% per year over the life of the contract. This contract will be brought to the Board in a future work session.
 - Liability and Property Insurance premiums increased by over all funds of \$80,000. This is mainly due to our worker's comp insurance mod.
- Municipal Court expenditures decreased by \$11,000
 - Contributing factors

- Health Insurance line decreased by \$11,000
 - (101-56910-50203)
 - Note: Due to change in plan election.
- Village/Office Expenditures decreased by \$4,000
- Clerk/Treasurer expenditures decreased by \$17,000
 - Contributing factors
 - Driven by decreased in Clerk/Treasurer contract over 2022
- Elections expenditures decreased by \$17,600
 - Contributing factors
 - Driven by the fact that there will be fewer elections in 2023
- Other General Government expenditures increased by \$82,000
 - Contributing Factors
 - Increase in Liability and Property Insurance and staff added a traditionally unbudgeted amount for uncollectable taxes (101-51910-50802) of \$5,000 and other contracted services (101-51910-50409) of \$6,000
- Payments for Municipal Services increased by \$54,000
 - Contributing factors
 - Village pay out of revenue from 90% to City of Kenosha. This line accounts for this amount.
- Law Enforcement increased over budget amount \$120,610
 - Contributing factors
 - Actual contract price increased 18.9% to \$122,740. This is the contracted amount for 4 full time shifts.

- (101-52100-50406)
- Fire Department expenditures increased by \$441,600
 - Contributing Factors
 - Driven by salary increases and health insurance increases
 - Added Deputy Chief position at a cost of \$134,000
 - Proposed change from strictly Paid on Call to Paid on Premises at an additional budget cost over 2022 of \$192,000
 - (101-52210-50103)
- Public Fire Protection expenditures increased by \$21,300
 - Contributing factors
 - Driven by PSC rate case increase
 - (101-52230-50609)
- Public Works expenditures increased by \$87,000
 - Contributing factors
 - Driven by Public Works expects to have two retirements at the end of 2023. Administration is requesting that a new hire be added on January 1st to train in with current staff and another to be added on July 1st. Per our September 24th Work Session these hires been added into the budget and paid for as a Continuing appropriation to be paid with fund balance.
- Solid Waste expenditures increased by \$31,100
 - Contributing Factors
 - By contract, Johns can raise their tipping fees by the CPI. The original number provided for the CPI increase was 8.6%.

Administrator Peters requested that this number be lowered.
Johns came back with a total increase in tipping fees of 6.69%

The Town and Village of Somers				Revisitd
9/15/2022	2022	2023	increase	9/15/22
Garbage	\$9.48	\$10.10	\$0.62	6.5%
Recycle	\$4.72	\$5.05	\$0.33	7.0%
Total	\$14.20	\$15.15	\$0.95	6.69%

- **Total Expenditures in the 2023 budget totals \$6,131,445.10. This represents an increase over 2022 by \$794,859.10.**

Other Key Points

- The overall increase in equalized value for Tax Increment Value in 2022 is \$9,569,500.
- The Village Tax Levy consists of General Fund (Fund 101) operating costs and Debt Service payments (Fund 301).
- Staff has created a Budget Booklet containing detailed information used to determine both costs and revenues. A hard copy is available by request.
- The electronic version of our Budget Spreadsheet now includes notes for each line that define how each number is generated. Staff hopes that this will serve to prevent the loss of “institutional knowledge” on what each budget line entails.

CAPITAL IMPROVEMENT PLANS:

2023 proposed CIP projects are listed below by funds. The CIP request forms were presented to the Board at our October 4th Work Session. At this meeting, the Board discussed bonding for the Somers Estate’s paving project. This has been moved to borrowing in the CIP consolidated worksheet.

Staff have also removed several requests. They include:

Parks:

Bleacher Replacement	\$15,000
Parking Addition	\$75,000

Fire

Equipment Trailor	\$35,000
Autoload Stretcher	\$28,000
Light Towner	\$40,000

Extrication Equipment lowered from \$85,000 to \$60,000

Total proposed requests for General Fund CIP are \$2,606,100.

General Fund CIP:

Project details are listed below by departments:

- Total requested for Paving is \$1,500,000. Item requested is as follows
 - Somers Estates \$1,500,000
 - Funding Source Borrowing
- Total requested from Public Works is \$280,000. Item requested is as follows:
 - Replacement of 2001 JBC Backhoe \$280,000
 - Funding Source Cash
- Total requested by Public Safety is \$622,000. Items requested are as follows:
 - Battery Powered Ventilation Fans \$20,000
 - Chief Command Vehicle \$100,000
 - Impact Crash Absorption Trailer \$35,000

○ Van to replace current inherited Public Works Van	\$75,000
○ Drone	\$35,000
○ EMS Supply Inventory Control System	\$27,000
○ Extrication Equipment	\$60,000
○ Inflatable Fire Safety House	\$15,000
○ Plymovent Exhaust Removal System	\$70,000
○ SCBA Replacement Program	\$60,000
○ Thermal Imagine Camera	\$25,000
○ Replacement of UTV	\$100,000
○ Light tower (6312)	\$40,000
○ Funding Source	Cash
● Total requested by Administration is \$204,100. Items requested are as follows:	
○ Office Improvements	\$36,100
○ Village Buildings HVAC repairs	\$13,000
○ Mobile Radar	\$15,000
○ Auditorium Audio/Video	\$120,000
○ Replacement Computer Plan	\$20,000
○ Funding Source	Cash & ARPA

The above General Fund CIP would be funded as follows:

- \$1,500,000 in bonding
- \$986,100 in cash

- \$120,000 in ARPA Funds
- A major topic of discussion every year is the use of one-time contributions to fund these projects. Below is a snapshot of the onetime contributions from 2020, 2021, and 2022. Along with projections for possible amounts in 2022 and 2023.

One Time Contributions in 2022		One Time Contributions in 2021		One Time Contributions in 2020	
Market Lane Chipotle	\$ 14,863.15	Dunkin Donuts	\$ 21,635.85	Jiffy Lube	\$ 10,174.98
Becknell 49 acres	\$ 390,798.80	Taco Bell	\$ 37,350.85	Oakfire	\$ 30,319.22
Eagle Chateau	\$ 4,590.00	Kwik Trip	\$ 75,000.00	JR2 Investors	\$ 4,590.00
Flint Building 3 Lot 4	\$ 260,219.38	Houtz	\$ 4,590.00	Lake of Somers	\$ 36,720.00
Flint Building 1 lot 1	\$ 375,593.93	Popeyes	\$ 19,981.45	Golden Oil -22nd Ave	\$ 29,471.65
		Pritzker	\$ 36,260.00	Parkview	\$ 215,640.00
	\$ 1,046,065.26		\$ 194,818.15		\$ 326,915.85
Possible in 2022 or 2023					
Flint Building 2 lot 2	\$ 359,263.54				
Mister Car Wash	\$ 42,506.00				
Darby	\$ 510,742.80				
Savannah	\$ 370,000.00				
Park 94	\$313,600.00				
Carthage College	\$23,738.15				
	\$ 1,619,850.49				

- As you will note, the 2022 contributions will cover the requested cash items in 2023

ARPA

- Accounting Manager Ealy has provided a breakdown of both the Village and Town’s received and allocated ARPA Funds. As you will note the Town’s funds have yet to be allocated and the Village has an unallocated amount remaining of \$423,860.
- Administration is proposing the following for the use of these “unallocated” funds:
 - Town

- \$119,008 to be used for audio/visual upgrades to auditorium. (noted above in Administration CIP requests)
 - Village
 - \$225,000 to be used by Water Utility for Water Meter AMR replacement program
 - Leaving a balance of \$198,860

Sewer Fund CIP:

- Total proposed requests for Sewer Fund CIP are \$1,751,000. Items requested are as follows:
 - Eaglewood Lift Station capacity increase \$750,000
 - This was moved from 2022 to 2023 (possible 2022)
 - Lichter Lift Station \$750,000
 - This was moved from 2022 to 2023 (possible 2022)
 - I&I Replacement/Repaid Program \$200,000
 - This is listed each year and it is up to the Board if they would like to leave it in 2023 or not.
 - Replace 2008 Chevrolet 1500 Pickup \$51,000
 - 2022 CIP item, ordered in 2022 but due to supply chain will not be 2022 expense. Expense expected in 2023

Water Fund CIP:

Total proposed requests for Water Fund CIP are \$225,000. Project details are listed below:

- Water Meter AMR Program \$225,000

- Staff is recommending the use of ARPA funds to upgrade water meters to radio reads. This will save significant staff time when it comes to quarterly meter readings.

Stormwater Fund CIP:

Total proposed requests for Stormwater Fund CIP are \$115,000, which all are listed as cash. Project details are listed below:

- Greenbay Road Mueller Parcel \$40,000.
- Gitzlaff Phase II \$50,000
- Pond Sediment \$25,000

KR Sewer District:

- Administration does not foresee any capital items needed for the KR Sewer District in 2023.

TID CIPs:

- With the completion of the major sewer and water infrastructure west of the sub-continental divide, Administration does not foresee any projects in any of our 11 TIDs in 2023. Any public infrastructure needs in 2023, as of the date of this memorandum are developer funded.

The General Fund budget as presented is balanced. It includes the necessary basic services for the citizens of Somers. The Board can make any changes. Any additional expenses must be paid with additional revenue dollars or cuts in other programs.

Administration had ordinarily planned to hold the Public Hearing on the entire budget on November 9th. As previously stated to the Board, certain journal entries need to be made to correct all our enterprise fund balances. As of the date of this memorandum the majority of these have been accomplished. Administration will bring all funds to November 1st Work Session. The Public Hearing for the 2023 Budget is scheduled to take place at 5:30 PM on November 22, 2022.

ATTACHMENTS:

Proposed 2023 Budget

2023 CIP Spread sheets

General Fund CIP Request Forms

Summary of Town ARPA funds

Summary of Village ARPA funds

Authorized Positions

10/7/2022

BUDGET REPORT FOR SOMERS VILLAGE AND TOWN
 Calculations as of 12/31/2022

GL NUMBER	DESCRIPTION	2022 AMENDED BUDGET	2022 ACTIVITY THRU 12/31/22	2022 PROJECTED ACTIVITY	MUTI-YEAR AVERAGE	2023 REQUESTED BUDGET
Dept 41000 - TAXES						
101-41000-41111	VILLAGE PROPERTY TAXES	3,214,456.00			3,036,971.43	3,315,807.00
101-41000-41112	TOWN PROPERTY TAXES	375,784.00			374,740.59	325,055.00
101-41000-41140	MOBILE HOME TAXES	47,000.00	13,718.33	24,118.61	38,625.39	47,000.00
101-41000-41150	PRIVATE AND MANAGED FOREST, WOODLAND TAX		10.60	17.51	160.71	0.00
101-41000-41800	INTEREST AND PENALTY ON TAXES					0.00
101-41000-41910	OMITTED TAXES					0.00
101-41000-41920	AG-USE PENALTY		809.76	1,337.39	3,598.67	1,500.00
101-41000-41930	BOUNDARY AGREEMENT				65.00	0.00
NET OF REVENUES/APPROPRIATIONS - 41000 - TAXES		3,637,240.00	14,538.69	25,473.51	3,454,161.77	3,689,362.00
Dept 42000 - SPECIAL ASSESSMENTS						
101-42000-42110	STREET IMPROVEMENT ASSESSMENTS					0.00
101-42000-42180	VOLUNTARY DONATION	77,000.00	405,661.95	669,984.67	190,856.47	80,000.00
101-42000-42190	OTHER SPECIAL ASSESSMENTS					0.00
NET OF REVENUES/APPROPRIATIONS - 42000 - SPECIAL ASSESSMENTS		77,000.00	405,661.95	669,984.67	190,856.47	80,000.00
Dept 43000 - INTERGOVERNMENTAL						
101-43000-43212	FEMA GRANT		6,483.93	10,708.75	9,927.62	0.00
101-43000-43219	SAFER GRANT					0.00
101-43000-43300	OTHER FEDERAL PAYMENTS				4,822.78	0.00
101-43000-43410	STATE SHARED REVENUE	184,985.00	24,714.14		186,810.63	186,096.00
101-43000-43411	PERSONAL PROPERTY AID	16,851.00	16,851.22	5,511.17	16,851.17	16,851.00
101-43000-43420	FIRE INSURANCE DUES	38,000.00	40,037.33		38,364.24	43,000.00
101-43000-43431	EXEMPT COMPUTER AID	3,700.00			3,773.09	3,795.00
101-43000-43432	EXPENDITURE RESTRAINT AID					0.00

101-43000-43433	VIDEO SERVICE PROVIDER AID	24,485.00			20,647.27	24,485.00
101-43000-43529	AMBULANCE FUNDING	6,500.00	13,507.21	22,308.29	6,188.81	6,600.00
101-43000-43531	TRANSPORTATION AID	146,100.00	40,611.74	67,073.69	122,137.88	146,100.00
101-43000-43532	DISASTER DAMAGE AIDS					0.00
101-43000-43534	LRIP FUNDING					0.00
101-43000-43545	RECYCLING GRANT	29,700.00	29,795.46	49,209.70	29,775.55	29,795.00
101-43000-43690	OTHER STATE PAYMENTS				88,750.29	0.00
101-43000-43691	PAYMENT FOR MUNICIPAL SERVICES	120,000.00			143,196.64	180,000.00
101-43000-43692	ENVIRONMENTAL IMPROVEMENT FUND	108,180.00	108,180.00	178,668.33	214,294.75	108,180.00
101-43000-43693	DNR GRANT - PW				12,108.48	0.00
101-43000-43694	DNR GRANT - PS				2,745.64	2,500.00
101-43000-43791	OTHER LOCAL GOVERNMENT GRANTS - PS				2,318.73	0.00
NET OF REVENUES/APPROPRIATIONS - 43000 - INTERGOVERNMENTAL		678,501.00	240,143.70	333,479.93	902,713.55	747,402.00
Dept 44000 - LICENSES & PERMITS						
101-44000-44110	CLASS A LIQUOR LICENSES	5,000.00	6,000.00	9,909.50	4,745.00	6,000.00
101-44000-44111	CLASS B LIQUOR LICENSES	8,000.00	6,597.00	10,895.50	7,109.70	7,000.00
101-44000-44112	OPERATORS LICENSES	4,500.00	7,755.00	12,188.69	6,098.50	7,000.00
101-44000-44113	BUSINESS AND OCCUPATIONAL LICENSES	3,500.00	2,450.00	4,046.38	3,089.38	4,000.00
101-44000-44116	CIGARETTE LICENSES	1,000.00	1,400.00	2,312.22	877.08	1,300.00
101-44000-44121	CABLE FRANCHISE FEES	97,815.00	99,872.57	124,961.07	104,246.86	99,000.00
101-44000-44122	MOBILE HOME PARK LICENSES	800.00			630.00	600.00
101-44000-44130	DOG PARK LICENSES	100.00	699.00	1,109.86	152.75	200.00
101-44000-44131	DOG LICENSES	3,730.00	2,404.70	3,971.56	3,523.99	3,500.00
101-44000-44135	KENNEL LICENSES				82.50	0.00
101-44000-44300	BUILDING PERMITS	180,000.00	506,128.07	806,085.11	181,774.72	422,212.10
101-44000-44900	OTHER LICENSES AND PERMITS	8,000.00	4,261.50	7,038.22	6,760.54	6,500.00
NET OF REVENUES/APPROPRIATIONS - 44000 - LICENSES & PERMITS		312,445.00	637,567.84	982,518.11	319,091.01	557,312.10
Dept 45000 - FINES AND FORFEITURES						
101-45000-45100	COURT PENALTIES	105,000.00	74,723.54	114,941.06	77,771.69	110,000.00
101-45000-45105	DOG PENALTIES	100.00	15.00	24.77	73.33	75.00
101-45000-45210	OTHER COURT PENALTIES					
NET OF REVENUES/APPROPRIATIONS - 45000 - FINES AND FORFEITURES		105,100.00	74,738.54	114,965.83	77,845.02	110,075.00

Dept 46000 - PUBLIC CHARGES FOR SERVICES

101-46000-46100	LICENSE PUBLICATION FEES	1,000.00	920.00	1,519.46	946.92	1,000.00
101-46000-46103	PREQUALIFICATION BID FEES	150.00	1,425.00	2,229.64	937.50	1,125.00
101-46000-46105	CHARGES FOR SERVICES	2,500.00			2,568.57	2,500.00
101-46000-46106	COURT SERVICE FEES	1,200.00			1,221.25	0.00
101-46000-46220	FIRE AND RESCUE SERVICE FEES	625,000.00	96,689.09	159,690.13	552,882.82	820,000.00
101-46000-46221	FIRE INSPECTION FEES	12,000.00	19,852.20	32,292.10	11,939.65	30,000.00
101-46000-46222	BURN PERMITS	3,000.00	2,625.00	4,186.76	2,767.50	3,000.00
101-46000-46290	FIRE AND RESCUE ALLOWANCE	(250,000.00)	(38,675.63)	(63,876.04)	(180,400.34)	(328,000.00)
101-46000-46310	PUBLIC WORKS SERVICE FEES	6,000.00	(68.30)	(4,065.70)	4,960.27	5,000.00
101-46000-46431	LANDFILL PERMITS	150.00	150.00	165.16	150.00	150.00
101-46000-46440	WEED CUTTING FEES	9,000.00	5,978.15	6,309.05	7,678.93	6,000.00
101-46000-46445	POND MAINTENANCE FEES	6,300.00	5,400.00	(1,635.07)	5,485.00	6,390.00
101-46000-46590	OTHER HEALTH SERVICES				283.33	0.00
101-46000-46742	AUDITORIUM RENTAL				525.00	525.00
101-46000-46743	FIELD RENTAL	2,000.00			1,360.00	2,500.00
101-46000-46750	RECREATION FEES - BASKETBALL				1,502.50	0.00
101-46000-46751	RECREATION FEES - SOCCER					0.00
101-46000-46752	RECREATION FEES - SOFTBALL				4,757.50	0.00
101-46000-46753	RECREATION FEES - GOLF				1,917.50	0.00
101-46000-46754	RECREATION FEES - FLAG FOOTBALL					0.00
101-46000-46765	CONCESSION RENTAL					0.00
101-46000-46851	DEVELOPER FILING FEES	3,000.00	24,805.00	40,967.53	4,355.00	4,000.00
101-46000-46852	DEVELOPER FEES	30,000.00	142,231.23	153,173.80	43,778.74	30,000.00
101-46000-46853	PLAN COMMISSION FEES					
NET OF REVENUES/APPROPRIATIONS - 46000 - PUBLIC CHARGES FOR SERV		451,300.00	261,331.74	330,956.82	469,617.63	584,190.00

Dept 47000 - INTERGOVERNMENTAL CHARGES FOR SERVICES

101-47000-47222 STATE HIGHWAY FIRES

NET OF REVENUES/APPROPRIATIONS - 47000 - INTERGOVERNMENTAL CHARGES FOR SERVICES

Dept 48000 - MISCELLANEOUS REVENUES

101-48000-48110 INTEREST INCOME 10,000.00 28,523.51 37,829.77 98,996.90 200,000.00

101-48000-48115	PENALTIES AND INTEREST INCOME	5,000.00	2,702.87	4,464.02	7,373.33	5,000.00
101-48000-48120	INTERFUND LOAN INTEREST INCOME					0.00
101-48000-48130	SPECIAL ASSESSMENT INCOME				1,691.06	0.00
101-48000-48200	RENTAL INCOME	58,000.00	18,195.00	15,714.82	59,695.30	57,104.00
101-48000-48303	SALE OF HIGHWAY PROPERTY				5,000.00	0.00
101-48000-48307	SALE OF RECYCLCLABLES		3,036.30	5,014.70	7,279.99	3,000.00
101-48000-48500	DONATIONS - OTHER		3,000.00	4,954.75	2,500.00	3,000.00
101-48000-48510	DONATIONS - PARADE		10,475.00	17,300.34	5,107.50	7,000.00
101-48000-48520	DONATIONS - RECREATION				1,575.00	0.00
101-48000-48900	MISCELLANEOUS REVENUE	2,000.00	18,794.17	31,040.15	2,465.82	2,000.00
NET OF REVENUES/APPROPRIATIONS - 48000 - MISCELLANEOUS REVENUE:		75,000.00	84,726.85	116,318.55	191,684.90	277,104.00

Dept 49000 - FINANCING SOURCES

101-49000-49200	TRANSFER FROM OTHER FUNDS					
101-49000-49900	CONTINUING APPROPRIATIONS					86,000.00
NET OF REVENUES/APPROPRIATIONS - 49000 - FINANCING SOURCES						86,000.00
						6,131,445.10

Dept 51110 - VILLAGE BOARD

101-51110-50101	SALARIES	48,000.00	30,459.00	47,256.76	47,784.31	48,000.00
101-51110-50201	FICA	3,672.00	2,323.27	3,606.68	3,655.50	3,672.00
101-51110-50202	RETIREMENT				786.67	0.00
101-51110-50204	DENTAL INSURANCE					0.00
101-51110-50301	OFFICE SUPPLIES					0.00
101-51110-50404	LEGAL					0.00
101-51110-50701	CONFERENCES & TRAINING	1,000.00	110.00	181.67	818.69	1,000.00
101-51110-50702	TRAVEL	2,400.00	1,600.00	2,642.53	2,400.00	2,400.00
NET OF REVENUES/APPROPRIATIONS - 51110 - VILLAGE BOARD		(55,072.00)	(34,492.27)	(53,687.64)	55,445.17	(55,072.00)

Dept 51120 - TOWN BOARD

101-51120-50101	SALARIES	24,000.00	15,229.50	23,628.38	24,091.36	24,000.00
101-51120-50201	FICA	1,836.00	1,165.05	1,807.54	1,842.99	1,836.00
101-51120-50202	RETIREMENT				1,093.82	0.00
101-51120-50206	POST RETIREMENT BENEFITS				1,686.77	0.00
101-51120-50404	LEGAL					0.00

101-51120-50405	COMPUTER AND WEBSITE					0.00
101-51120-50604	TELEPHONE					0.00
101-51120-50801	NEWSLETTER					0.00
NET OF REVENUES/APPROPRIATIONS - 51120 - TOWN BOARD		(25,836.00)	(16,394.55)	(25,435.92)	28,714.94	(25,836.00)

Dept 51130 - CIVIC COMMITTEE						
101-51130-50309	OTHER SUPPLIES AND EXPENSE		5,930.00	10,619.68	7,803.50	7,000.00
NET OF REVENUES/APPROPRIATIONS - 51130 - CIVIC COMMITTEE			(5,930.00)	(10,619.68)	7,803.50	(7,000.00)

Dept 51210 - MUNICIPAL COURT						
101-51210-50101	SALARIES	58,445.00	36,693.52	56,929.55	54,308.34	59,554.60
101-51210-50102	WAGES					0.00
101-51210-50201	FICA	4,471.00	2,742.84	4,272.05	4,161.11	4,556.00
101-51210-50202	RETIREMENT	2,946.00	2,305.65	3,623.43	2,670.48	3,130.00
101-51210-50203	HEALTH INSURANCE	23,945.00	5,718.56	9,444.68	22,771.22	9,094.00
101-51210-50204	DENTAL INSURANCE	1,611.00	1,074.00	1,773.80	1,531.32	556.00
101-51210-50205	LIFE INSURANCE	83.00	69.30	114.45	73.00	83.00
101-51210-50301	OFFICE SUPPLIES	350.00	434.51	717.63	375.97	400.00
101-51210-50303	POSTAGE					0.00
101-51210-50309	OTHER SUPPLIES AND EXPENSE	5,000.00	5,304.73	8,761.21	5,222.23	5,500.00
101-51210-50404	LEGAL				7,788.15	0.00
101-51210-50701	CONFERENCES & TRAINING	2,500.00	1,548.30	2,557.15	4,820.24	2,500.00
101-51210-50702	TRAVEL	200.00			130.77	250.00
101-51210-50806	CODE ENFORCEMENT				935.70	0.00
101-51210-50902	EQUIPMENT CAPITAL OUTLAY					1,500.00
NET OF REVENUES/APPROPRIATIONS - 51210 - MUNICIPAL COURT		(99,551.00)	(55,891.41)	(88,193.95)	104,788.52	(87,123.60)

Dept 51410 - VILLAGE/TOWN OFFICE						
101-51410-50101	SALARIES	148,843.00	124,958.03	197,116.86	174,362.07	149,835.00
101-51410-50102	WAGES	51,045.00	30,487.11	47,102.59	53,056.32	51,623.00
101-51410-50104	OVERTIME	1,500.00	212.25	350.55	788.26	1,500.00
101-51410-50201	FICA	15,406.00	11,561.69	18,281.35	17,470.89	15,526.00
101-51410-50202	RETIREMENT	12,993.00	10,163.84	16,052.85	14,837.32	13,699.00
101-51410-50203	HEALTH INSURANCE	53,996.00	31,663.01	52,294.11	63,468.09	57,217.00

101-51410-50204	DENTAL INSURANCE	4,417.00	1,979.41	3,269.16	4,132.73	3,942.00
101-51410-50205	LIFE INSURANCE	414.00	248.45	410.34	688.25	414.00
101-51410-50206	POST RETIREMENT BENEFITS	5,084.00	1,482.06	2,447.75	2,637.37	2,358.84
101-51410-50207	UNEMPLOYMENT					0.00
101-51410-50301	OFFICE SUPPLIES	4,350.00	2,406.75	3,462.79	3,662.92	4,000.00
101-51410-50302	COPIER	2,000.00	1,917.79	2,007.73	2,325.55	2,200.00
101-51410-50303	POSTAGE	3,000.00	2,683.71	3,792.61	2,446.43	3,200.00
101-51410-50309	OTHER SUPPLIES AND EXPENSE	11,426.00	3,585.38	2,957.06	11,138.38	10,000.00
101-51410-50404	LEGAL	20,000.00	14,494.50	21,620.06	21,149.31	20,000.00
101-51410-50405	COMPUTER AND WEBSITE	56,289.00	25,130.48	41,505.09	41,050.51	53,355.00
101-51410-50503	EQUIPMENT LEASE AND RENTAL	2,000.00	1,082.83	1,788.38	1,770.88	1,200.00
101-51410-50701	CONFERENCES & TRAINING	2,000.00	110.00	181.67	1,484.03	2,000.00
101-51410-50702	TRAVEL	1,800.00	1,152.23	1,354.20	613.05	1,800.00
101-51410-50801	NEWSLETTER				9,757.59	0.00
101-51410-50805	ADMINISTRATIVE CHARGE	(115,089.00)	(51,062.66)	(37,225.24)	(114,559.56)	(111,002.28)
101-51410-50902	EQUIPMENT CAPITAL OUTLAY	5,000.00			4,765.90	0.00
NET OF REVENUES/APPROPRIATIONS - 51410 - VILLAGE/TOWN OFFICE		(286,474.00)	(214,256.86)	(378,769.91)	317,046.27	(282,867.56)

Dept 51420 - CLERK/TREASURER

101-51420-50101	SALARIES	61,750.00	40,942.75	62,721.37	77,629.68	47,125.00
101-51420-50201	FICA	4,724.00	2,421.99	3,803.53	6,006.07	3,605.00
101-51420-50202	RETIREMENT	4,014.00	1,333.00	2,013.69	4,884.40	3,205.00
101-51420-50203	HEALTH INSURANCE	13,697.00	5,706.95	9,425.51	15,854.12	14,551.00
101-51420-50204	DENTAL INSURANCE	1,047.00	436.30	720.59	1,219.37	1,047.00
101-51420-50205	LIFE INSURANCE	55.00	27.66	45.68	379.34	55.00
101-51420-50206	POST RETIREMENT BENEFITS	1,695.00	164.00	270.86	939.75	246.00
101-51420-50301	OFFICE SUPPLIES	250.00			115.76	0.00
101-51420-50309	OTHER SUPPLIES AND EXPENSE	250.00			96.18	0.00
101-51420-50701	CONFERENCES & TRAINING	2,000.00	1,717.51	2,836.61	1,651.77	2,000.00
101-51420-50702	TRAVEL	1,800.00	916.24	1,513.25	1,640.00	1,800.00
101-51420-50902	EQUIPMENT CAPITAL OUTLAY					0.00
NET OF REVENUES/APPROPRIATIONS - 51420 - CLERK/TREASURER		(91,282.00)	(53,666.40)	(83,351.09)	110,416.42	(73,634.00)

Dept 51421 - LICENSE PUBLICATION FEES

101-51421-50305	PRINTING AND PUBLISHING	1,500.00	802.64	1,325.63	941.05	1,000.00
NET OF REVENUES/APPROPRIATIONS - 51421 - LICENSE PUBLICATION FEES		(1,500.00)	(802.64)	(1,325.63)	941.05	(1,000.00)
Dept 51430 - ELECTIONS						
101-51430-50101	SALARIES	17,000.00	13,862.75	15,237.10	12,279.60	8,500.00
101-51430-50104	OVERTIME					0.00
101-51430-50201	FICA	1,301.00	1,060.56	1,165.74	939.25	650.25
101-51430-50202	RETIREMENT				8.44	0.00
101-51430-50203	HEALTH INSURANCE					0.00
101-51430-50204	DENTAL INSURANCE					0.00
101-51430-50303	POSTAGE	4,500.00	1,524.05	2,517.10	4,149.95	1,500.00
101-51430-50309	OTHER SUPPLIES AND EXPENSE	3,500.00	1,850.13	1,955.92	3,391.66	2,000.00
101-51430-50409	OTHER CONTRACTED SERVICES	1,000.00			1,234.38	0.00
101-51430-50701	CONFERENCES & TRAINING	500.00			523.11	0.00
101-51430-50902	EQUIPMENT CAPITAL OUTLAY	3,000.00	1,362.38	2,250.08	2,697.50	500.00
NET OF REVENUES/APPROPRIATIONS - 51430 - ELECTIONS		(30,801.00)	(19,659.87)	(23,125.94)	25,223.87	(13,150.25)
Dept 51510 - ASSESSOR						
101-51510-50301	OFFICE SUPPLIES	800.00	672.00	1,109.86	1,433.52	1,000.00
101-51510-50407	ASSESSMENT	33,000.00	21,338.36	35,242.09	44,625.00	33,000.00
NET OF REVENUES/APPROPRIATIONS - 51510 - ASSESSOR		(33,800.00)	(22,010.36)	(36,351.95)	46,058.52	(34,000.00)
Dept 51520 - BOARD OF REVIEW						
101-51520-50101	SALARIES	400.00			400.00	400.00
101-51520-50201	FICA	31.00			31.00	31.00
101-51520-50202	RETIREMENT					0.00
101-51520-50309	OTHER SUPPLIES AND EXPENSE	100.00			73.33	100.00
101-51520-50404	LEGAL	500.00			620.50	500.00
101-51520-50701	CONFERENCES & TRAINING	125.00	45.00	74.32	70.62	50.00
NET OF REVENUES/APPROPRIATIONS - 51520 - BOARD OF REVIEW		(1,156.00)	(45.00)	(74.32)	1,195.45	(1,081.00)
Dept 51610 - VILLAGE/TOWN HALL						
101-51610-50309	OTHER SUPPLIES AND EXPENSE	4,500.00	1,724.42	1,878.99	4,030.99	4,000.00
101-51610-50409	OTHER CONTRACTED SERVICES	5,448.00	3,405.00	4,302.38	5,224.65	5,500.00

101-51610-50501	BUILDINGS AND GROUNDS	26,000.00	14,747.18	24,356.20	23,601.62	25,000.00
101-51610-50602	ELECTRICITY	12,000.00	6,169.56	10,189.54	10,760.25	12,600.00
101-51610-50603	GAS	5,000.00	3,662.92	6,049.62	4,314.68	5,250.00
101-51610-50604	TELEPHONE	4,500.00	2,661.01	4,371.59	4,110.65	4,500.00
101-51610-50606	WATER AND SEWER	6,000.00	1,360.64	2,247.21	5,987.96	6,000.00
101-51610-50902	EQUIPMENT CAPITAL OUTLAY					0.00
NET OF REVENUES/APPROPRIATIONS - 51610 - VILLAGE/TOWN HALL		(63,448.00)	(33,730.73)	(53,395.53)	58,030.79	(62,850.00)
Dept 51910 - OTHER GENERAL GOVERNMENT						
101-51910-50304	MEMBERSHIPS	4,700.00	675.00	1,114.82	4,947.67	3,821.02
101-51910-50305	PRINTING AND PUBLISHING	2,000.00	803.63	1,327.26	1,554.69	1,500.00
101-51910-50401	AUDITING AND ACCOUNTING	20,802.00			20,693.40	20,695.00
101-51910-50402	CONSULTING AND FINANCIAL ADVISOR	10,000.00	944.50	1,559.92	8,141.94	7,000.00
101-51910-50403	ENGINEERING AND INSPECTION	11,000.00	107,469.46	136,349.99	22,141.72	11,000.00
101-51910-50404	LEGAL	76,000.00	69,509.14	104,848.96	70,895.06	75,000.00
101-51910-50409	OTHER CONTRACTED SERVICES		20,000.00	33,031.67	8,800.00	6,000.00
101-51910-50802	ILLEGAL AND UNCOLLECTIBLE TAXES				8,451.32	5,000.00
101-51910-50803	COLLECTION EXPENSE	47,000.00	7,210.02	11,907.95	43,186.93	47,000.00
101-51910-50804	UNCOLLECTIBLE ACCOUNTS					0.00
101-51910-50808	PRIOR YEAR EXPENSES		23,760.56	39,242.55	778.02	7,300.00
101-51910-50809	OTHER MISCELLANEOUS EXPENSES	2,575.00	2,800.00	4,624.43	3,249.69	2,800.00
101-51910-50811	LIABILITY INSURANCE	151,003.00	96,959.29	160,136.38	141,111.46	220,690.75
101-51910-50812	WORKER'S COMPENSATION INSURANCE					0.00
101-51910-50813	PROPERTY INSURANCE					0.00
101-51910-50913	PAYING AGENT FEES					0.00
NET OF REVENUES/APPROPRIATIONS - 51910 - OTHER GENERAL GOVERNMENT		(325,080.00)	(330,131.60)	(494,143.93)	333,951.87	(407,806.77)
Dept 51911 - UNION						
101-51911-50404	LEGAL	2,500.00	1,544.00	2,550.05	1,312.94	1,000.00
NET OF REVENUES/APPROPRIATIONS - 51911 - UNION		(2,500.00)	(1,544.00)	(2,550.05)	1,312.94	(1,000.00)
Dept 51912 - INTERGOVERNMENTAL AGREEMENTS						
101-51912-50404	LEGAL	500.00			500.00	0.00
NET OF REVENUES/APPROPRIATIONS - 51912 - INTERGOVERNMENTAL AGF		(500.00)			500.00	0.00

Dept 51913 - PAYMENTS FOR MUNICIPAL SERVICES

101-51913-50809	OTHER MISCELLANEOUS EXPENSES	108,000.00	160,837.98		135,269.18	162,000.00
NET OF REVENUES/APPROPRIATIONS - 51913 - PAYMENTS FOR MUNICIPAL		(108,000.00)			135,269.18	(162,000.00)

Dept 51999 - CONTINGENCY

101-51999-50809	OTHER MISCELLANEOUS EXPENSES					
NET OF REVENUES/APPROPRIATIONS - 51999 - CONTINGENCY						

Dept 52100 - LAW ENFORCEMENT

101-52100-50406	LAW ENFORCEMENT	654,390.00	378,953.54	536,462.99	456,834.75	775,000.00
NET OF REVENUES/APPROPRIATIONS - 52100 - LAW ENFORCEMENT		(654,390.00)	(378,953.54)	(536,462.99)	456,834.75	(775,000.00)

Dept 52210 - FIRE DEPARTMENT

101-52210-50101	SALARIES	829,798.00	474,023.93	736,197.58	761,493.14	907,060.00
101-52210-50103	PART-TIME	115,000.00	82,296.36	125,674.55	107,208.91	307,040.00
101-52210-50104	OVERTIME	70,000.00	56,558.11	87,624.99	104,120.17	90,000.00
101-52210-50107	OFFICERS	17,000.00	9,624.70	14,906.91	16,427.70	18,500.00
101-52210-50108	PAID ON CALL	100,000.00	96,763.28	149,441.36	100,198.92	120,000.00
101-52210-50201	FICA	86,583.00	53,939.15	83,774.75	83,495.01	110,358.90
101-52210-50202	RETIREMENT	126,325.00	71,746.63	111,149.35	114,064.60	165,898.00
101-52210-50203	HEALTH INSURANCE	242,284.00	153,759.00	253,945.86	225,251.33	274,464.00
101-52210-50204	DENTAL INSURANCE	16,666.00	10,314.20	17,034.76	15,082.27	17,737.84
101-52210-50205	LIFE INSURANCE	1,334.00	830.24	1,371.21	1,692.76	1,351.00
101-52210-50206	POST RETIREMENT BENEFITS	1,695.00	462.38	763.66	963.63	704.64
101-52210-50207	UNEMPLOYMENT				134.02	0.00
101-52210-50208	LENGTH OF SERVICE					0.00
101-52210-50302	COPIER	1,250.00	447.06	548.46	1,053.98	1,250.00
101-52210-50303	POSTAGE	65.00	27.98	46.21	44.71	75.00
101-52210-50306	MEDICAL SUPPLIES	35,000.00	22,854.17	36,810.25	32,508.63	38,500.00
101-52210-50307	GEAR AND CLOTHING	31,000.00	7,768.87	7,902.30	25,964.22	35,000.00
101-52210-50309	OTHER SUPPLIES AND EXPENSE	9,500.00	7,373.83	11,660.08	9,367.01	11,000.00
101-52210-50405	COMPUTER AND WEBSITE	20,058.00	11,835.81	19,316.64	18,540.27	18,977.46
101-52210-50502	EQUIPMENT MAINTENANCE	10,000.00	5,105.65	6,557.86	8,035.81	12,000.00

101-52210-50503	EQUIPMENT LEASE AND RENTAL	500.00	232.08	383.30	421.93	500.00
101-52210-50504	VEHICLE MAINTENANCE	35,000.00	9,026.26	14,726.23	37,621.05	38,000.00
101-52210-50601	FUEL - GASOLINE AND DIESEL	24,000.00	15,168.32	25,051.75	18,974.61	28,000.00
101-52210-50602	ELECTRICITY	18,000.00	8,468.49	13,986.42	16,807.37	19,000.00
101-52210-50603	GAS	8,000.00	5,138.86	8,487.26	6,847.55	10,000.00
101-52210-50604	TELEPHONE	5,000.00	6,223.53	8,850.49	4,330.83	14,000.00
101-52210-50606	WATER AND SEWER	9,000.00	3,683.58	6,083.74	8,367.70	10,750.00
101-52210-50609	PUBLIC FIRE PROTECTION		663.28	1,095.46		0.00
101-52210-50701	CONFERENCES & TRAINING	23,000.00	9,546.56	15,766.94	19,301.54	24,000.00
101-52210-50703	FIRE PREVENTION	3,500.00	1,752.70	2,469.12	3,185.60	4,000.00
101-52210-50809	OTHER MISCELLANEOUS EXPENSES	17,000.00	12,303.35	19,162.40	14,429.54	19,000.00
101-52210-50812	WORKER'S COMPENSATION INSURANCE					0.00
101-52210-50902	EQUIPMENT CAPITAL OUTLAY	31,000.00	2,139.77	(7,301.65)	30,208.07	32,000.00
NET OF REVENUES/APPROPRIATIONS - 52210 - FIRE DEPARTMENT		(1,887,558.00)	(1,140,078.13)	(1,773,488.24)	1,786,142.84	(2,329,166.84)
Dept 52220 - FIRE COMMISSION						
101-52220-50101	SALARIES	800.00			800.00	0.00
101-52220-50201	FICA	61.00			61.00	0.00
101-52220-50701	CONFERENCES & TRAINING	206.00			151.00	500.00
NET OF REVENUES/APPROPRIATIONS - 52220 - FIRE COMMISSION		(1,067.00)			1,012.00	(500.00)
Dept 52230 - PUBLIC FIRE PROTECTION						
101-52230-50609	PUBLIC FIRE PROTECTION	195,700.00	82,085.50	135,571.07	172,053.25	217,000.00
NET OF REVENUES/APPROPRIATIONS - 52230 - PUBLIC FIRE PROTECTION		(195,700.00)	(82,085.50)	(135,571.07)	172,053.25	(217,000.00)
Dept 52300 - AMBULANCE						
101-52300-50804	UNCOLLECTIBLE ACCOUNTS					
NET OF REVENUES/APPROPRIATIONS - 52300 - AMBULANCE						
Dept 52400 - BUILDING INSPECTIONS						
101-52400-50101	SALARIES	88,301.00	56,012.60	86,900.39	85,245.74	90,950.00
101-52400-50102	WAGES	6,680.00	4,018.11	6,210.68	6,272.84	6,744.00
101-52400-50201	FICA	7,266.00	4,550.29	7,086.75	7,054.77	7,474.00
101-52400-50202	RETIREMENT	6,174.00	3,881.96	6,027.98	6,076.65	6,643.00

101-52400-50203	HEALTH INSURANCE	25,974.00	17,086.76	28,220.21	25,511.82	26,927.00
101-52400-50204	DENTAL INSURANCE	1,747.00	1,151.23	1,901.35	1,668.34	1,695.00
101-52400-50205	LIFE INSURANCE	764.00	568.36	938.69	736.17	764.00
101-52400-50206	POST RETIREMENT BENEFITS					0.00
101-52400-50207	UNEMPLOYMENT					0.00
101-52400-50309	OTHER SUPPLIES AND EXPENSE	1,200.00	510.05	1,024.06	1,008.88	1,000.00
101-52400-50403	ENGINEERING AND INSPECTION	1,000.00	602.70	995.41	965.34	1,000.00
101-52400-50405	COMPUTER AND WEBSITE	616.00	612.94	1,012.32	326.00	616.00
101-52400-50702	TRAVEL	1,500.00	793.26		1,225.95	1,500.00
101-52400-50806	CODE ENFORCEMENT	2,500.00	0.00		3,447.69	1,500.00
101-52400-50902	EQUIPMENT CAPITAL OUTLAY		0.00		364.77	0.00
NET OF REVENUES/APPROPRIATIONS - 52400 - BUILDING INSPECTIONS		(143,722.00)	(88,995.00)	(140,317.84)	139,904.95	(146,813.00)
Dept 53100 - PUBLIC WORKS						
101-53100-50101	SALARIES	31,147.00	22,208.56	34,455.34	37,756.00	32,021.00
101-53100-50102	WAGES	149,785.00	81,791.76	129,706.00	174,388.38	208,170.00
101-53100-50104	OVERTIME	3,500.00	1,329.28	1,878.71	2,713.29	3,500.00
101-53100-50105	SNOW REMOVAL	7,000.00	3,291.49	5,436.17	5,754.02	7,000.00
101-53100-50106	SEASONAL	42,600.00	18,416.25	27,480.29	35,035.39	40,000.00
101-53100-50201	FICA	17,904.00	9,820.11	15,217.33	19,544.54	22,238.00
101-53100-50202	RETIREMENT	12,125.00	7,589.32	11,813.43	14,277.18	16,714.00
101-53100-50203	HEALTH INSURANCE	50,469.00	33,325.92	55,040.55	65,684.43	74,861.00
101-53100-50204	DENTAL INSURANCE	3,483.00	2,446.27	4,040.22	4,564.02	4,933.08
101-53100-50205	LIFE INSURANCE	780.00	538.82	889.91	1,139.77	1,096.00
101-53100-50206	POST RETIREMENT BENEFITS	2,711.00	895.92	1,479.69	1,626.23	1,500.00
101-53100-50207	UNEMPLOYMENT	1,000.00	169.88	280.57	588.33	1,000.00
101-53100-50309	OTHER SUPPLIES AND EXPENSE	13,000.00	8,065.92	12,947.57	11,136.21	13,000.00
101-53100-50403	ENGINEERING AND INSPECTION					0.00
101-53100-50405	COMPUTER AND WEBSITE					0.00
101-53100-50501	BUILDINGS AND GROUNDS				157.16	157.00
101-53100-50504	VEHICLE MAINTENANCE	12,000.00	9,672.70	12,308.06	14,726.21	12,500.00
101-53100-50505	ROAD MAINTENANCE	75,000.00	11,508.63	16,526.97	64,558.60	65,000.00
101-53100-50506	DITCHING AND DRAINAGE				1,750.23	0.00
101-53100-50601	FUEL - GASOLINE AND DIESEL	14,625.00	5,460.86	9,019.07	14,577.72	15,100.00

101-53100-50602	ELECTRICITY	9,700.00	5,322.69	8,790.87	9,897.46	10,600.00
101-53100-50603	GAS	4,200.00	3,160.12	5,219.20	3,836.03	4,450.00
101-53100-50604	TELEPHONE	400.00	467.32	771.82	343.82	400
101-53100-50606	WATER AND SEWER	6,000.00	2,721.26	4,494.39	6,187.22	8,000.00
101-53100-50607	STREET LIGHTS	23,000.00	11,612.21	16,306.37	21,735.72	24,150.00
101-53100-50701	CONFERENCES & TRAINING	1,000.00	1,990.00	3,286.65	466.01	2,000.00
101-53100-50702	TRAVEL	200.00			329.68	250
101-53100-50902	EQUIPMENT CAPITAL OUTLAY	2,000.00			6,157.83	2,000.00
NET OF REVENUES/APPROPRIATIONS - 53100 - PUBLIC WORKS		(483,629.00)	(241,805.29)	(377,389.18)	518,931.46	(570,640.08)

Dept 53620 - SOLID WASTE

101-53620-50102	WAGES	8,843.00	7,481.53	11,586.50	8,070.23	9,323.00
101-53620-50201	FICA	676.00	553.76	862.16	616.28	713.00
101-53620-50202	RETIREMENT	575.00	542.12	845.33	528.42	634.00
101-53620-50203	HEALTH INSURANCE	3,304.00	2,742.81	4,529.98	3,299.81	3,511.00
101-53620-50204	DENTAL INSURANCE	242.00	196.48	324.50	221.67	242.00
101-53620-50205	LIFE INSURANCE	34.00	29.90	49.38	53.66	33.00
101-53620-50301	OFFICE SUPPLIES	300.00			300.00	1,000.00
101-53620-50408	GARBAGE COLLECTION	485,645.00	284,955.40	468,480.64	450,587.26	515,073.00
101-53620-50504	VEHICLE MAINTENANCE	975.00			975.00	0.00
101-53620-50601	FUEL - GASOLINE AND DIESEL	975.00			975.00	0.00
101-53620-50608	RECYCLING AND TIPPING FEES	248,000.00	136,195.60	224,938.43	216,608.02	250,036.00
NET OF REVENUES/APPROPRIATIONS - 53620 - SOLID WASTE		(749,569.00)	(432,697.60)	(711,616.92)	682,235.35	(780,565.00)

Dept 54100 - ANIMAL CONTROL

101-54100-50409	OTHER CONTRACTED SERVICES	15,000.00	8,347.73	13,786.97	14,468.98	15,000.00
NET OF REVENUES/APPROPRIATIONS - 54100 - ANIMAL CONTROL		(15,000.00)	(8,347.73)	(13,786.97)	14,468.98	(15,000.00)

Dept 55200 - PARKS

101-55200-50101	SALARIES	500.00			500.00	500.00
101-55200-50201	FICA	38.00			38.00	38.00
101-55200-50309	OTHER SUPPLIES AND EXPENSE	3,000.00	1,894.82	2,365.05	3,000.52	3,000.00
101-55200-50409	OTHER CONTRACTED SERVICES				157.50	50.00
101-55200-50501	BUILDINGS AND GROUNDS					0.00

101-55200-50902	EQUIPMENT CAPITAL OUTLAY					0.00
NET OF REVENUES/APPROPRIATIONS - 55200 - PARKS		(3,538.00)	(1,894.82)	(2,365.05)	3,696.02	(3,588.00)
Dept 55300 - RECREATION						
101-55300-50102	WAGES	12,293.00	3,801.28	5,898.00	9,357.90	12,664.00
101-55300-50104	OVERTIME					0.00
101-55300-50106	SEASONAL	5,000.00			2,981.50	1,500.00
101-55300-50201	FICA	1,323.00	284.76	443.25	812.14	1,084.00
101-55300-50202	RETIREMENT	799.00	246.80	382.90	618.88	861.00
101-55300-50203	HEALTH INSURANCE	975.00	649.84	1,073.27	958.50	1,033.00
101-55300-50204	DENTAL INSURANCE	56.00	37.05	61.19	53.85	56.00
101-55300-50205	LIFE INSURANCE	4.00	3.12	5.15	3.97	4.00
101-55300-50309	OTHER SUPPLIES AND EXPENSE	1,000.00			1,699.60	0.00
101-55300-50902	EQUIPMENT CAPITAL OUTLAY					0.00
NET OF REVENUES/APPROPRIATIONS - 55300 - RECREATION		(21,450.00)	(5,022.85)	(7,863.76)	16,486.35	(17,202.00)
Dept 56910 - PLAN COMMISSION						
101-56910-50101	SALARIES	31,888.00	20,229.03	31,384.32	38,997.53	32,600.00
101-56910-50102	WAGES	3,360.00	760.00	1,255.20	1,512.50	3,360.00
101-56910-50201	FICA	2,696.00	1,560.45	2,438.40	3,104.81	2,751.00
101-56910-50202	RETIREMENT	2,073.00	1,313.36	2,037.46	2,530.97	2,217.00
101-56910-50203	HEALTH INSURANCE	4,214.00	5,619.15	9,280.50	8,150.11	8,954.00
101-56910-50204	DENTAL INSURANCE	644.00	214.80	354.76	610.12	644.00
101-56910-50205	LIFE INSURANCE	35.00	23.80	39.31	105.79	35.00
101-56910-50206	POST RETIREMENT BENEFITS					0.00
101-56910-50305	PRINTING AND PUBLISHING	515.00	269.79	445.58	461.03	450.00
101-56910-50309	OTHER SUPPLIES AND EXPENSE		40.00	66.06	185.00	0.00
101-56910-50403	ENGINEERING AND INSPECTION					0.00
101-56910-50409	OTHER CONTRACTED SERVICES	10,000.00	34,925.00	57,681.56	24,111.67	10,000.00
NET OF REVENUES/APPROPRIATIONS - 56910 - PLAN COMMISSION		(55,425.00)	(64,955.38)	(104,983.15)	79,769.51	(61,011.00)
Dept 56920 - BOARD OF APPEALS						
101-56920-50102	WAGES	500.00	280.00	462.44	379.92	500.00
101-56920-50201	FICA	38.00	21.42	35.38	28.98	38.00

101-56920-5020	RETIREMENT					0.00
101-56920-50309	OTHER SUPPLIES AND EXPENSE				105.00	0.00
NET OF REVENUES/APPROPRIATIONS - 56920 - BOARD OF APPEALS		(538.00)	(301.42)	(497.82)	513.90	(538.00)
Dept 59100 - TRANSFER OUT						
101-59100-50000	TRANSFER TO OTHER FUNDS				832,693.97	0.00
NET OF REVENUES/APPROPRIATIONS - 59100 - TRANSFER OUT					832,693.97	
ESTIMATED REVENUES - FUND 101		5,336,586.00	1,919,326.32	2,573,697.42	5,605,970.35	6,131,445.10
APPROPRIATIONS - FUND 101		5,336,586.00	3,666,340.45	5,055,368.53	5,931,441.79	(6,131,445.10)
NET OF REVENUES/APPROPRIATIONS - FUND 101			(1,747,014.13)	(2,481,671.11)	(325,471.44)	0.00
BEGINNING FUND BALANCE		3,150,789.75	3,150,789.75	3,150,789.75		619,315.96
ENDING FUND BALANCE		3,150,789.75	1,635,806.11	669,118.64		619,315.96

2023 Consolidated CIP							Use of funds			
	2023 total proposed CIP budget	2023 proposed General fund	2023 proposed Sewer fund CIP	2023 proposed Water fund CIP	2023 proposed Stormwater fund CIP	2023 proposed TID #1 CIP	2023 borrowing	2023 cash	ARPA funds	Use of carry over funds from previous borrowings
General fund:										
Paving:										
Somers Estates	1,500,000	-	-	-	-	-	1,500,000	-	-	-
		-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-
	1,500,000	-	-	-	-	-	-	-	-	-
Public works:										
Replacement of 2001 JBC Backhoe	280,000	280,000	-	-	-	-	-	280,000	-	-
	280,000	280,000	-	-	-	-	-	280,000	-	-
Parks:										
Bleacher Replacement	-	-	-	-	-	-	-	-	-	-
Parking Addition	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
Public Safety:										
Van to replace current inherited Public Works Van	75,000	75,000	-	-	-	-	-	75,000	-	-
Equipment Trailer	-	-	-	-	-	-	-	-	-	-
Chief Command Vehicle	100,000	100,000	-	-	-	-	-	100,000	-	-
Replacement of UTV	100,000	100,000	-	-	-	-	-	100,000	-	-
Drone	35,000	35,000	-	-	-	-	-	35,000	-	-
Extrication Equipment	60,000	60,000	-	-	-	-	-	60,000	-	-
Inflatable Fire Safety House	15,000	15,000	-	-	-	-	-	15,000	-	-
Thermal Imagine Camera	25,000	25,000	-	-	-	-	-	25,000	-	-
Plymport Exhaust Removal System	70,000	70,000	-	-	-	-	-	70,000	-	-
Impact Crash Absorption Trailer	35,000	35,000	-	-	-	-	-	35,000	-	-
EMS Supply Inventory Control System	27,000	27,000	-	-	-	-	-	27,000	-	-
Autoload Stretcher (6343 Ambulance)	-	-	-	-	-	-	-	-	-	-
Battery Powered Ventilation Fans	20,000	20,000	-	-	-	-	-	20,000	-	-
Light tower (6312)	-	-	-	-	-	-	-	-	-	-
SCBA Replacement Program	60,000	60,000	-	-	-	-	-	60,000	-	-
	622,000	622,000	-	-	-	-	-	622,000	-	-
Administration:										
Office Improvements	36,100	36,100	-	-	-	-	-	36,100	-	-
Village buildings HVAC Repairs	13,000	13,000	-	-	-	-	-	13,000	-	-
Mobile Radar	15,000	15,000	-	-	-	-	-	15,000	-	-
Auditorium Audio/Video	120,000	120,000	-	-	-	-	-	-	120,000	-
Replacement Computer Plan	20,000	20,000	-	-	-	-	-	20,000	-	-
	204,100	204,100	-	-	-	-	-	84,100	120,000	-
TOTAL GENERAL FUND	2,606,100	1,106,100	-	-	-	-	-	986,100	120,000	-
Sewer fund:										
Eaglewood Lift Station Capacity Increase	750,000	-	750,000	-	-	-	-	750,000	-	-
Lichter Lift Station	750,000	-	750,000	-	-	-	-	750,000	-	-
I&I Replacement/Repaid Program	200,000	-	200,000	-	-	-	-	200,000	-	-
2008 Chevrolet 1500 Pickup	51,000	-	51,000	-	-	-	-	51,000	-	-
	1,751,000	-	1,751,000	-	-	-	-	1,751,000	-	-
TOTAL SEWER FUND	1,751,000	-	1,751,000	-	-	-	-	1,751,000	-	-
Water fund:										
Water Meter AMR Program	225,000	-	-	225,000	-	-	-	-	225,000	-
	225,000	-	-	225,000	-	-	-	-	225,000	-
TOTAL WATER FUND	225,000	-	-	225,000	-	-	-	-	225,000	-
Storm water fund:										
Greenbay Road Mueller parcel	40,000	-	-	-	40,000	-	-	40,000	-	-
Gitzlaff Phase II	50,000	-	-	-	50,000	-	-	50,000	-	-
Pond Sediment	25,000	-	-	-	25,000	-	-	25,000	-	-
	115,000	-	-	-	115,000	-	-	115,000	-	-
TOTAL STORM WATER FUND	115,000	-	-	-	115,000	-	-	115,000	-	-
TID#1:										
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
TOTAL TID #1 FUND	-	-	-	-	-	-	-	-	-	-
TOTAL	4,697,100	1,106,100	1,751,000	225,000	115,000	-	-	2,852,100	345,000	-

Village of Somers CIP Improvements - General Fund 10/15/2021																																							
Project	Departments Involved						Priority	Impr Year	Cost Estimate	Funding								Budget Year										Notes											
	Streets	Sanitary	Water	Storm	Parks	Fire				PW	Admin	Tax Levy	Utility	TID #1	TID #2	TID #3	TID #4	Pot SW Util	Pot Donors	Pot Asmt/Dev	2016 (Actual)		2017		2018		2019		2019	2023	2024	2025	2026	2027	2028	2029	2030	Total	
																					Actual	Original	Budgeted	Actual	Original	Budgeted	Actual		Original	Budgeted	Actual	Original	Budgeted	Actual	Original	Budgeted	Actual	Original	Budgeted
Streets																																							
TOTAL PAVING																																							
CARRYOVER FUNDS																																							
56th Ave Boudry Street																																							
Sheridan Road - covered under SDWL																																							
27th Street (Village portion)																																							
2016 Road Program (4th, 38th, 47th, 95th)																																							
11th St/87th Ave																																							
13th street & 95th ave & 12th place																																							
11th place																																							
52nd Ave																																							
12th Pl/13th Ave																																							
28th Street Thoroughfare																																							
17th Street Overlay																																							
47th ave additional cost for milling - change order																																							
22nd St (5000 Block to Intersection G.Bay Road) - after 50% split with City of Kenosha net amount will be \$116,500																																							
113th Ave & 4th St																																							
61st Ave																																							
12th Ave																																							
82nd Ave																																							
63rd Ave, 10th pl cul de sac & 10th st cul de sac																																							
63rd St																																							
Woodland Park Estates																																							
Green Meadows																																							
25th Avenue																																							
14th Street																																							
49th Ave & 5th Place																																							
13th Avenue Bridge																																							
Mapleridge Estates																																							
63rd Ave/63rd Street Subdivision																																							
56th Ave Thoroughfare																																							
Petrifying Springs Estates Subdivision																																							
Country Charms - 93rd, 94th & 95th Ave																																							
Sheridan Corridor Road Repair Program - 2020-21																																							
4th St., 49th Ave. & 5th Pl.(Intersection Corbett Rd.)																																							
28th Ave. (CTH KR to Termination)																																							
37th Ave., 39th Ave., 5th Pl. & 6th St. (Pets Sub.)																																							
16th Place (Green Bay Rd. to Termination)																																							
11th Place (25th Ave. to 11th St., Somers Estates)																																							
Total Streets																																							
Public Works Equipment²																																							
2001 International Dump Truck																																							
2008 Freightliner Dump Truck																																							
One Ton Truck																																							
2000 Torro 255 72"																																							
Transponder Locator - paid cash \$3,600 50% Sewer and 50% Water fund																																							
48 Inch Wacker Asphalt Compactor - purchased in 2019 using public works #101 fund																																							
2003 Torro 153 48" - moved from 2021 to 2020 \$15,000 to \$7,700																																							
2001 Chevrolet HD2500 Pickup - IN SEWER CIP - REMOVE FROM GENERAL FUND AS PER JERRY																																							
2010 Torro Commercial 60"																																							
2010 Torro Commercial 48"																																							
ASV Posi Track - REMOVE AS PER JERRY																																							
2012 GMC HD2500 Pickup																																							
1988 John Deere Excavator																																							
2008 Freightliner Dump Truck																																							
2001 JCB Backhoe																																							
1996 New Holland Bat Wing Tractor																																							
Torro Sand Pro																																							
2012 Peterbilt Dump Truck																																							
2017 Chevrolet HD2500 Pickup																																							
2018 Chevrolet One Ton Dump																																							
2016 Freightliner 5 Yard Dump																																							
1995 MorBark Wood Chipper																																							
2016 Gravelly																																							

Project	Departments Involved							Priority	Impr Year	Cost Estimate	Funding							Budget Year											Notes									
	Streets	Sanitary	Water	Storm	Parks	Fire	PW				Admin	Tax Levy	Utility	TID #1	TID #2	TID #3	TID #4	Pot SW Util	Pot Donors	Pot Asm/Dev	2016 (Actual)	2017		2018		2019		2019		2023	2024	2025	2026	2027	2028	2029	2030	Total
																					Actual	Original	Budgeted	Actual	Original	Budgeted	Actual	Original		Budgeted	Actual							
Website								x	2019	\$20,000	x																								\$20,000			
Security Camera								x	2021	\$25,000	x														\$20,000	\$18,147									\$37,000			
Office Improvements								x	2020-2021	\$110,000	x																\$36,100								\$110,000	Remaing balance from from 2020-2022		
Lawn Equipment Storage Building move from 2021 to 2022 to 2023								x	2	2023	\$200,000	x															\$0	\$200,000							\$200,000	Moved from 2023 to 2024		
Voting Machines								x	1	Removed from 2022		x																							\$26,000			
Village Buildings HVAC Repairs								x	NA	2021, 2022 & 2024	TBD	x																						\$53,000	Added \$13,000 in 2023 for software			
Boiler hot water heater								x	2021	\$10,000																									\$10,000			
Village Hall Roof Repair (Future)								x	NA	2035	TBD	x																							\$0			
Village GIS System								x	1	Annual		x							\$40,000	\$40,000	\$26,199	\$40,000	\$0	\$0	\$40,000	\$10,000	\$0	\$0	\$0	\$0					\$97,199	Removed \$25,000 from 2023 & 2024 due to work being done in 2022, PAID WITH ARPA		
Document Scanning Program								x	2	TBD	TBD	x																								\$0		
Mobile Radar									2022	\$15,000																	15,000									\$15,000	Moved from 2022 to 2023	
Auditorium Audio/Video																											120,000									\$120,000	Added in 2023 Proposed use of Town ARPA	
Replacement Computer Plan																											20,000									\$20,000	Added in 2023, need to start setting aside funds for server and computer replacment	
Land Purchase as a place holder								X		\$500,000																										\$0	Removed Land Purchase	
Total Administration																			\$15,000		\$155,247	\$40,000	\$55,000	\$0	\$40,000	\$88,000	\$70,166	\$204,100	\$210,000	\$0	\$0	\$0	\$0	\$0	\$0	\$882,247		
TOTAL CIP - GENERAL FUND																			\$495,000		\$1,135,370	\$1,140,000	\$255,000	\$625,624	\$1,325,000	\$1,677,197	\$1,041,098	\$2,606,100	\$12,190,000	\$1,070,000	\$1,400,000	\$590,000	\$560,000	\$900,000	\$1,900,000	\$19,554,580		

Village of Somers CIP Improvements - KR Sewer - 10/15/2021																														
Project	Departments Involved								Impr Year	Cost Estimate	Funding							Budget Year					Notes							
	Streets	Sanitary	Water	Storm	Parks	Fire	PW	Admin			Priority	Tax Levy	KR Sewer	TID #1	TID #2	TID #3	TID #4	Pot SW Util	Pot Donors	Pot Asm/Dev	2023	2024		2025	2026	2027	2028	2029	2030	Total
Sanitary Utility																														
CTH KR Utility Relocation Project No. 191350 #2019-008																														
	x								1	2020	\$120,000	x																\$120,000		
Total Sanitary Utility																														
																					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$120,000	
TOTAL CIP - KR Sewer																		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$120,000				

Village of Somers CIP Improvements - Sewer UD#1 - 10/15/2021																																																
Project	Departments Involved							Impr Year	Cost Estimate	Funding						Budget Year						Notes																										
	Streets	Sanitary	Water	Storm	Parks	Fire	PW			Admin	Priority	Tax Levy	Sewer Utility	TID #1	TID #2	TID #3	TID #4	Pot SW Util	Pot Donors	Pot Asm/Dev	2023		2024	2025	2026	2027	2028	2029	2030	Total																		
Sanitary Utility																																																
Carthage Lift Station & Force Main	x							1	2016	\$2,190,000	x																\$2,190,000																					
11th Place Lift Station Replacement Project No. 170289 #2019-003	x							1	2019-20	\$1,319,800	x																\$1,319,800																					
Village Sewer Study	x							1	2018	\$45,000	x																\$0																					
West Side Lift Station (1500 GPM)	x							1	2019	\$1,155,000				x													\$0																					
West Side Force Main (Dual 6" & 10")	x							1	2019	\$2,100,000			x														\$0																					
7th Street Lift Station	x							1	2020	\$750,000	x																\$750,000																					
Hwy S reconstruction project \$80,000*10% #2019-002	x								2020	\$8,000	x																\$8,000	10% of Hwy S reconstruction (construction and engineering inspection cost). 90% will be paid by Water.																				
Seawall Lift Station	x							1	2020	\$750,000	x																\$750,000																					
Eaglewood Lift Station Capacity Increase	x							1	Moved from 2021 to 2022	\$750,000	x						x		\$750,000								\$750,000	Moved 2022 to 2023																				
Lichter Lift Station	x								2022	\$750,000									\$750,000								\$750,000	Moved 2022 to 2023																				
Sheridan Road Sanitary Sewer Rehabilitation - moved from 2020 to 2021 from \$4,000,000 to \$4,854,000									2021	\$4,854,000																	\$4,854,000	Move from 2020 to 2021																				
CTH A/Y Roundabout Utility reconstruction project \$240000*20% - see Water CIP that covers 80% of this cost									2022	\$48,000																	\$53,393	Changed the total amount from \$250,000 to \$240,000 - ARPA FUNDS WERE USED																				
I&I Replacement/Repair Program	x							1	Annual	\$200,000	x								\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$2,200,000																					
15% contingency for 11th place, 7th street, Seawall lift stations and for Hwy S									2020	\$411,450	x																\$411,450																					
Total Sanitary Utility																			\$1,700,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$14,036,643																					
Utility Equipment																																																
GMC Utility Truck	x							1	2018	\$75,000	x																\$75,000																					
2008 Chevrolet 1500 Pickup	x	x						1	2022	\$50,000	x								\$51,000								\$51,000	Was a 2022 Item Ordered in 2022 will not show up until 2023																				
GMC Utility Van	x	x						1	2024	\$35,000	x								\$0	\$35,000							\$35,000	Moved from 2024 to 2025																				
2013 Peterbilt Vac-Con	x							1	2030	\$380,000	x														\$380,000	\$380,000																						
2018 GMC Utility Crane Truck	x							1	2030	\$0	x														\$0	\$0	Removed from 2030 \$100,000																					
Total Utility Equipment																			\$51,000	\$0	\$35,000	\$0	\$0	\$0	\$0	\$380,000	\$541,000																					
TOTAL CIP - SEWER UD#1																			\$1,751,000	\$200,000	\$235,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$580,000	\$14,577,643																				

Village of Somers CIP Improvements - Water Fund - 10/15/2021																													
Project	Departments Involved							Impr Year	Cost Estimate	Funding										Budget Year									
	Streets	Sanitary	Water	Storm	Parks	Fire	PW			Admin	Priority	Tax Levy	Water Utility	TID #1	TID #2	TID #3	TID #4	Pot SW Util	Pot Donors	Pot Asm/Dev	2023	2024	2025	2026	2027	2028	2029	2030	Total
Water Utility																													
22nd Ave Main Replacement (E to A)			x					1	2016	\$615,000	x							x										\$386,000	
Meter Pit Adjustment Program ⁴			x					1	2017	TBD											\$100,000							\$100,000	
Village Water Study			x					1	2017	\$50,000	x																	\$16,830	
Water Meter AMR Program ³			x					1	2018	\$235,000	x								\$225,000									\$225,000	ARPA Funds to be used
Sheridan road side street water mains			x					1	2020	\$3,200,000																		\$5,500,000	Move from 2020 to 2021
Hwy S reconstruction projec \$80,000 *90% #2019-002			x						2020	\$72,000	x																	\$72,000	90% of Hwy S reconstruction (construction and engineering inspection cost). 10% will be paid by Sewer.
22nd Ave Main Replacement (A to KR)			x					1	2023-24	\$500,000	x								\$0	\$50,000	\$500,000							\$550,000	moved engineering to 2024 construction 2025
Looping Program - Racine Interconnect			x						TBD	\$370,000	x																	\$0	
Looping Program - Mt. Pleas Interconnect			x						TBD	\$685,000	x																	\$0	
Looping Program - CTH E West			x						TBD	\$385,000	x																	\$0	
Looping Program - CTH E East			x						TBD	\$510,000	x																	\$0	
CTH A/Y Roundabout Utility reconstruction project \$240,000*80%									2022	\$192,000	x																		Actual Costs ARPA Funds were used.
Sheridan Road Utility Relocation (State Project Driven *** See if this can be apart of SDWL)																													
Total Water Utility																			\$225,000	\$50,000	\$600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$6,849,830	
TOTAL CIP - WATER UTILITY														\$225,000	\$50,000	\$600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$6,849,830						

Village of Somers CIP Improvements - Storm Water Fund - 10/15/2021																													
Project	Departments Involved							Impr Year	Cost Estimate	Funding							Budget Year					Notes							
	Streets	Sanitary	Water	Storm	Parks	Fire	PW			Admin	Priority	Tax Levy	Utility	TID #1	TID #2	TID #3	TID #4	Pot SW Util	Pot Donors	Pot Asm/Dev	2023		2024	2025	2026	2027	2028	2029	2030
Stormwater Utility																													
Stormwater Utility			x					1	2017	\$65,000	x																	\$64,756	
Sheridan road storm sewer/DOT - moved from Storm water fund to Water fund									2020	\$95,000																		\$0	
Roadway Flooding Improvement Program - removed from 2021			x					2	2021	\$50,000	x					x												\$0	
Greenbay Road Mueller parcel			x						2021	\$40,000						x			\$40,000									\$40,000	Moved from 2022 to 2023
Gitzlaff Phase II			x						move from 2020 to 2021 to 2022	\$50,000						x			\$50,000									\$50,000	Moved from 2022 to 2023
Neumiller Woods Phase II			x						move from 2020 to 2021 to 2022	\$30,000						x												\$19,500	2022 amount was 30,000, \$19,500 is the amount for engineering
Pond Sediment			x						2022	\$75,000									\$25,000										2022 amount was \$75,000, Executed contract in 2022 for \$19,200. Work was not completed due to weathe
Root Pike Win Communication contract			x						2020	\$4,250						x												\$4,250	Is now included in operations budget
Pike River - South Branch Master Planning & Design			x					2	TBD	\$50,000						x	x											\$100,000	TBD - removed from 2020, 2021 and from future years
11th Street Drainage			x						2020	\$11,034						x												\$11,034	
56th Ave Stormwater Drainage Pipe - moved from 2021 to 2022			x						2020	\$4,316																		\$129,316	Moved from 2021 to 2022 from \$100,000 to \$125,000
12th Ave Drainage			x						2020	\$104,574																		\$179,574	
87th Ave Drainage			x						TBD	\$150,000																		\$0	TBD - removed from 2021 \$150,000
																												\$0	
Total Stormwater Utility																		\$115,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$598,430		
TOTAL CIP - STORM WATER UTILITY																		\$115,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$598,430		



FY 2023 CIP Request Form

1. Department Public Works 2. Date Requested 2023

3. Project Name Village of Somers 2023 Paving Project 4. Requested by Jerry Smith

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

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)
It is recommended that reconstruction be performed to the deteriorated streets in the Somers Estates Subdivision. The streets were built in 2001 on a substandard base and are now displaying excessive spalding and wheel track deflection. The reconstruction will include replacement of the substandard base and new asphalt paving. In conjunction with the new paving, the storm water basins require reconstruction due to deterioration of their support structures. The replacement of all of the streets in the subdivision is estimated to cost \$1,386,000. This project may be done over several years and in conjunction with the reconstruction of other streets at other locations.

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

12. Age of Item to be Replaced 20 yrs. 13. Estimated Useful Life of Replacement 30 yrs. 14. End of Useful Life Year 2023

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

16. Amount Requested for FY2023 **\$1,500,000 for entire subdivision, and can be performed over several years and in conjunction with other streets at other locations.**



FY 2023 CIP Request Form

1. Department Public Works

2. Date Requested _____

3. Project Name 2001 JCB Backhoe

4. Requested by Jerry Smith

5. Project Number PW1

6. # of Requests Submitted 1

7. Priority of Request 1 of 1

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

Moved from 2027 to 2023, increased from \$150,000 to \$280,000

9. Included in Prior CIPs Yes

10. If Yes, Budget Year 2027

11. \$\$\$ Budgeted in Prior CIP \$ 150,000.00

12. Age of Item to be Replaced 21

13. Estimated Useful Life of Replacement 20

14. End of Useful Life Year 2022

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

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

The Village has not discussed bonding for 2023. These funds were allocated in previous year. The amount budgeted in the remaining allocated dollars.

**16. Amount
Requested for
FY2023**

\$

280,000.00



FY 2023 CIP Request Form

1. Department Fire 2. Date Requested 10/7/2022

3. Project Name Battery Fans for 6331 4. Requested by Chief Andersen

5. Project Number 12 6. # of Requests Submitted 1 7. Priority of Request 12 of 12

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

We are requesting funds to replace the fans carried on our ladder truck 6331 to battery fans. the aging gas fan is requiring more and more maintenance every year and we battle carburator issues all the time. the older corded electric fan we have requires us to drag cords into a building to use the fan these new battery fans would run off of the milwaukee battery system that all of our small batteries tools run off of. these fans are used to remove smoke, co or other hazardous air conditions from buidlings in the event of an emergency. with all the big buildings we have going up, having the ability to wheel a battery fan anywhere inside the building with out hundreds of feet of cords or the exhaust from the gas fan would be very valuable.

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

12. Age of Item to be Replaced 0 13. Estimated Useful Life of Replacement 10 14. End of Useful Life Year 2033

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

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

One Time Contributions

16. Total Projects Funded in Previous Year CIP \$480,000 17. Total \$\$\$ Spent in Previous Year CIP \$353,686.10

**18. Amount
Requested for
FY2022**

\$20,000



FY 2022 CIP Request Form

1. Department Fire 2. Date Requested 10/7/2022

3. Project Name Chiefs Truck 4. Requested by Chief Andersen

5. Project Number 1 6. # of Requests Submitted 2 7. Priority of Request 1 of 12

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

purchasing a new chief truck with command center capabilities and additional storage. this vehicle will also be able to pull department trailers if needed. the current chiefs car will be used by the deputy chief.

Truck will be a pickup truck with cap and slide out command center with radios and accountabilities boards built into back of truck.

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

12. Age of Item to be Replaced _____ 13. Estimated Useful Life of Replacement 10 14. End of Useful Life Year 2033

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

16. Total Projects Funded in Previous Year CIP \$480,000 17. Total \$\$\$ Spent in Previous Year CIP \$353,686.10

**18. Amount
Requested for
FY2022**

\$100,000



FY 2023 CIP Request Form

1. Department Fire 2. Date Requested 10/7/2022

3. Project Name Impact Absorption Trailer 4. Requested by Chief Andersen

5. Project Number 10 6. # of Requests Submitted 1 7. Priority of Request 10 of 12

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

We are requesting funds to purchase a crash impact absorption trailer to be used as a safety barrier to our firefighters working at car accident scenes. nation wide firefighters and emts are hurt or killed on a weekly basis after being struck on roadways this trailer is like what you see in construction zones it will have a lights arrow directing traffic around the scene and if someone hits it the trailer absorbs the energy of the car instead of a firefighter or a firetruck and we all know how expensive those both are. This is needed because of the increasing speed and amount of traffic on our roadways as well as the size f the roads we have in our community such as the interstate, Hwy 31, Hwy KR and Hwy S.

This trailer could also be shared and used by public works to protect them when working on roadways.

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

12. Age of Item to be Replaced 0 13. Estimated Useful Life of Replacement 15 14. End of Useful Life Year 2038

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

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

One Time Contributions

16. Total Projects Funded in Previous Year CIP \$480,000 17. Total \$\$\$ Spent in Previous Year CIP \$353,686.10

**18. Amount
Requested for
FY2022**

\$35,000



FY 2022 CIP Request Form

1. Department Fire 2. Date Requested 10/7/2022

3. Project Name Department Pickup Truck 4. Requested by Chief Andersen

5. Project Number 3 6. # of Requests Submitted 1 7. Priority of Request 3 of 12

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

We are requesting funds to purchase a 4 door pick up truck to replace the van that we aquired from public works, this vehicle is used to carry water rescue equipment and pull department trailers. the van is rusting out on the body and has been having electrical issues and over heating issues that mechanics cant seem to fix.

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

12. Age of Item to be Replaced _____ 13. Estimated Useful Life of Replacement 10 14. End of Useful Life Year 2033

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

One Time Contributions

16. Total Projects Funded in Previous Year CIP \$480,000 17. Total \$\$\$ Spent in Previous Year CIP \$353,686.10

**18. Amount
Requested for
FY2022**

\$75,000



FY 2022 CIP Request Form

1. Department Fire 2. Date Requested 10/7/2022

3. Project Name Drone 4. Requested by Chief Andersen

5. Project Number 2 6. # of Requests Submitted 1 7. Priority of Request 2 of 12

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

We are looking to purchase a drone with camera and thermal imaging capabilities for primary use of fire and rescue calls such as searching for lost of injured people both on land and in water. the drone would also be able to be used to monitor larger scene such as incidents at large warehouse buildings or large car accident scenes.

This drone could also be used for other needs of the village such as overhead photos or surveying under the use of a licenced pilot which we will have multiple firefighters licensed for

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

12. Age of Item to be Replaced _____ 13. Estimated Useful Life of Replacement 10 14. End of Useful Life Year 2033

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

16. Total Projects Funded in Previous Year CIP \$480,000 17. Total \$\$\$ Spent in Previous Year CIP \$353,686.10

**18. Amount
Requested for
FY2022**

\$35,000

**18. Amount
Requested for
FY2022**

\$27,000



FY 2023 CIP Request Form

1. Department Fire 2. Date Requested 10/7/2022

3. Project Name Extrication Equipment 4. Requested by Chief Andersen

5. Project Number 5 6. # of Requests Submitted 1 7. Priority of Request 5 of 12

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

we are requesting funding to purchase a set of battery extrication tools for 6311 like we have on 6312 . we have found that these battery tools allows an extrication to be completed much quicker and safer which means the critically injured persons can me taken to a hospital even sooner and in turn increases likelihood of survival. the current extrication tools on 6311 would move to 6331 which has a very old set of extrication tools which will be sold. We also wish to purchase air bags for lifting vehicles as part of the set of tools.

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

12. Age of Item to be Replaced 20 13. Estimated Useful Life of Replacement 10 14. End of Useful Life Year 2033

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

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

One Time Contributions

16. Total Projects Funded in Previous Year CIP \$480,000 17. Total \$\$\$ Spent in Previous Year CIP \$353,686.10

**18. Amount
Requested for
FY2022**

\$60,000



FY 2023 CIP Request Form

1. Department Fire 2. Date Requested 10/7/2022

3. Project Name Inflatable Fire Safety House 4. Requested by Chief Andersen

5. Project Number 6 6. # of Requests Submitted 1 7. Priority of Request 6 of 12

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)
we are requesting funds for an inflatable fire safety house. by state statue we have to do public education with the schools annually we currently use a shared trailer safety house that is declining in condition and is not ADA compliant and has to be used outside. this inflatable version could be used inside or outside, is ADA compliant, and can be used at all tyes of public education events in our community

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

12. Age of Item to be Replaced 0 13. Estimated Useful Life of Replacement 7 14. End of Useful Life Year 2030

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

16. Total Projects Funded in Previous Year CIP \$480,000 17. Total \$\$\$ Spent in Previous Year CIP \$353,686.10

**18. Amount
Requested for
FY2022**

\$15,000

**18. Amount
Requested for
FY2022**

\$70,000



FY 2023 CIP Request Form

1. Department Fire 2. Date Requested 10/7/2022

3. Project Name SCBAs 4. Requested by Chief Andersen

5. Project Number 8 6. # of Requests Submitted 1 7. Priority of Request 8 of 12

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)
The previous chief thought we had purchased enough SCBAs for all the rigs but he did not purchase any for the chiefs vehicle which we hope to have two of nor did he purchase any for training purposes. we are requesting to purchase 5 additional SCBA one each for the chiefs vehicles and 3 for training which be used when we send students to classes so we dont have to take packs off of the apparatus and these training SCBA can be moved onto the apparatus if needed in case one is out for service or repair. with this purchase of SCBA I will be removing the SCBA from 2024 CIP plan.

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

12. Age of Item to be Replaced 0 13. Estimated Useful Life of Replacement 10 14. End of Useful Life Year 2033

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

16. Total Projects Funded in Previous Year CIP \$480,000 17. Total \$\$\$ Spent in Previous Year CIP \$353,686.10

**18. Amount
Requested for
FY2022**

\$60,000



FY 2023 CIP Request Form

1. Department Fire 2. Date Requested 10/7/2022

3. Project Name Thermal Imaging Cameras 4. Requested by Chief Andersen

5. Project Number 7 6. # of Requests Submitted 1 7. Priority of Request 7 of 12

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

We are requesting funds to add 3 new thermal imaging cameras to our fire engines. Chief Wilkinson had purchased some small inexpensive thermal imaging cameras and they are dying already after about 4-5 years of service we are looking to purchase 3 larger handheld cameras that are expected to last 10-12 years and will greatly improve our ability to search for victims in limited visibility areas such as smoke filled buildings. these will be especially important in all of the large warehouses we are building in somers because if you cant see and dont have goo thermal cameras finding a victim in a 800,000 sq ft building would be nearly impossible.

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

12. Age of Item to be Replaced 0 13. Estimated Useful Life of Replacement 12 14. End of Useful Life Year 2035

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

One Time Contributions

16. Total Projects Funded in Previous Year CIP \$480,000 17. Total \$\$\$ Spent in Previous Year CIP \$353,686.10

**18. Amount
Requested for
FY2022**

\$25,000



FY 2023 CIP Request Form

1. Department Fire 2. Date Requested 10/7/2022

3. Project Name UTVs 4. Requested by Chief Andersen

5. Project Number 4 6. # of Requests Submitted 1 7. Priority of Request 4 of 12

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

We are looking to replace the current department UTV with 2 new UTVs one for both stations. we find ourselves using the utv frequently for calls at parks, golf courses, parkside cross country trail, bike paths and other confined spaces. we would like one with wheels and one on tracks which would handle soft mud, snow and other off road conditions better.

The Fire Rescue association recieved a grant to be used towards this and plans to buy at least one of the firefighting rescue skid units that slide into the back of the UTV.

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

12. Age of Item to be Replaced 20 13. Estimated Useful Life of Replacement 10 14. End of Useful Life Year 2033

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

One Time Contributions

16. Total Projects Funded in Previous Year CIP \$480,000 17. Total \$\$\$ Spent in Previous Year CIP \$353,686.10

**18. Amount
Requested for
FY2022**

\$100,000

<u>Vendors</u>	<u>GL#</u>	Date	Amount
ARPA Grant (2021-012) Town		6/25/2021	
1st Installment	204-43000-43300	6/25/2021	\$ 59,504.07
2nd Installment	204-43000-43300	6/21/2022	\$ 59,504.07
Totals			<u>\$ 119,008.14</u>

Expense

Remaining amount **\$ 119,008.14**

<u>Vendors</u>	<u>GL#</u>	<u>Date</u>	<u>Amout</u>
ARPA Grant (2021-013) Village			
1st Installment	204-43000-43300	6/25/2021	
		6/25/2021	\$ 438,090.24
2nd Installment	204-43000-43300	6/21/2022	\$ 438,090.24
Totals			\$ 876,180.48

Expense

Dude Solutions/Brightly (Asset Essentials)	401-51410-50902	12/9/2021	\$ 9,992.00
	401-51410-50902	6/8/2022	\$ 9,405.00
	401-51410-50902	6/27/2022	\$ 1,615.00
	?	?	\$ 10,262.77
	?	?	\$ 10,579.34
			\$ 41,854.11

CTH A & Y

Globe Contractors	601-57653-50809	5/31/2022	\$ 250,516.50
Globe Contractors	601-57653-50809	9/15/2022	\$ 11,449.48
			\$ 261,965.98

Aryes/GIS	401-51410-50902	8/10/2022	\$ 28,464.83
	401-51410-50902	8/31/2022	\$ 19,496.42
	?	?	\$ 13,038.75
			\$ 61,000.00

Stipends	601-57653-50809	6/17/2022	\$ 43,750.00
	601-57653-50809	12/1/2022	\$ 43,750.00
			\$ 87,500.00

Remaining amount			\$ 423,860.39
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POSITIONS AUTHORIZED IN THE 2023 BUDGET

FULL TIME

Village / Town Administrator
Assistant to the Village / Town Administrator
Village / Town Clerk / Treasurer
Accounting Manager / Deputy Clerk / Treasurer
Accountant I
Clerk of Courts
Clerk I
Utility Clerk
Accounts Payable Clerk
Building Inspector
Public Works Superintendent
Public Works Foreman
Public Works II Employee (4 employees)
Fire Chief
Deputy Fire Chief
Firefighter / EMT-112 or Firefighter / Paramedic (10 employees)

PART TIME

Public Works Seasonal Employees
Paid on Call / Part Time Firefighters
Chief Pollworkers
Pollworkers

ELECTED OFFICIALS

Village President
Village Trustees (6 elected at large)
Town Chairman
Town Supervisors (2 elected at large)
Municipal Judge

TOTALS

Full Time Employees: 28
Elected Officials: 11
Part Time Employees: Varies



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

MEETING DATE: October 11th, 2022

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #11 Action on awarding bid received for Offsite Public Utility Plans for Flint 94 Commence Center to Globe Contractors, Inc. in the amount of \$1,223,941.50

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 west of the I on CTH E. The project would bring three buildings totaling 1.9 million sq. ft. of warehousing/manufacturing space. These are being built as “spec” buildings. The Board conditionally approved the Flint 94’s request for comp plan amendment, rezoning, CSM, site plan and exterior fenestration at our February 8th Board Meeting. The Board approved Flint 94’s Developer’s Agreement at our June 14th meeting. As part of this agreement the Developer agreed to bring offsite public sewer and water to their project.

While these improvements will be paid for by the Developer because these are public utilities they needed to be publicly bid.

The request for bids for these projects were posted and published in September. Bids for this project were opened on October 4th. The bids called for alternate pricing for installing the sewer and water under the I-94 with casings, without casings, and alternate materials for said casings. The alternates A-C all serve as deduct in the base bid. The Village received the following bids:

Globe Contractors, Inc. Pewaukee, WI	Alt A Alt B Alt C	\$1,573,941.50 (\$50,000.00) (\$50,000.00) (\$300,000.00)
Super Excavators, Inc Menomonee Falls, WI	Alt A	\$1,542,880.00 (\$0.00)

	Alt B	(\$1.00)
	Alt C	(193,000.00)
PTS Contractors, Inc. Green Bay, WI		\$1,771,150.00
	Alt A	(\$0.00)
	Alt B	(\$0.00)
	Alt C	(\$30,000.00)
DK Contractors, Inc. Pleasant Prairie, WI		\$1,942,212.00
	Alt A	(\$0.00)
	Alt B	(\$71,142.00)
	Alt C	(\$133,457.00)
Veit & Company, Inc. Rogers, MN		Request that bid be withdrawn due to error. See attached
Townsend Construction, Inc. Clinton, WI		\$1,942,212.00
	Alt A	(\$80,000.00)
	Alt B	(\$70,000.00)
	Alt C	(\$0.00)
AW Oakes & Son, Inc. Racine, WI		\$1,777,395.00
	Alt A	(\$175,000.00)
	Alt B	(\$0.00)
	Alt C	(\$200,000.00)

PRIOR ACTION TAKEN:

This matter was brought to the Board’s attention under Engineer’s Snyder report at our October 4th Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Engineer Biwer has reviewed the bids and has found Globe Contractors, Inc of Pewaukee, WI to be the responsible low bidder with alternate B and C. Staff would recommend approval of the bid received for Offsite Public Utility Plans for Flint 94 Commence Center to Globe Contractors, Inc. in the amount of \$1,223,941.50

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

“Motion to approve awarding bid received for Offsite Public Utility Plans for Flint 94 Commence Center to Globe Contractors, Inc. in the amount of \$1,223,941.50 ”

ATTACHMENTS:

Award Recommendation – Offsite Public Utility Plans for Flint 94 Commence Center

Withdraw Request from Veit and Company, Inc.

Bid Tabulation

October 5, 2022

Mr. Jason J. Peters, MPA/JD
Administrator
Village of Somers
7511 12th Street
Somers, WI 53171

Subject: Somers – Offsite Public Utility Plans for Flint 94 Commerce Center

Dear Jason,

We received bids for the Offsite Public Utility Plans for Flint 94 Commerce Center on October 4, 2022 at 10:00 am. Enclosed is a copy of the Bid Tabulation.

The alternate prices were used to compare the cost of the installing the water mains and sewer mains under I-94 with and without casings and with alternate casing materials. The jacked in place steel casing on the water main and the sanitary sewer provide the lowest cost of construction. The Village should accept Alternate B and Alternate C to provide this.

Veit notified us following the bid that they made an error and wish to withdraw their bid from consideration, their letter is attached. We ask that the Village consider accepting this letter, remove the bid from consideration, and award the project to Globe Contractors, Inc. with the acceptance of Alternate B and Alternate C in the amount of \$1,223,941.50 contingent on regulatory approvals.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS.



Brett D. Biber, P.E.

Encs.

C: Brandi Baker, Clerk (with original bids)
Jeff Davison, Village Attorney
Kevin Lee, Flint Development
Michael Miller, Flint Development
Doug Snyder, Village Engineer

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October 4, 2022

Peter Furst
14000 Veit Place
Rogers, MN 55374
October 4, 2022

Village of Somers
7511 12th Street
Kenosha, WI. 53144
Attention: Brett Biwer

Dear Jerry Smith:

Please accept this letter as Veit and Company, Inc’s formal request to withdraw its bid from today for the Village of Somers, WI – Offsite Public Utility Plans for Flint 94. Veit had three substantial errors in our bid today. The errors are in Alternate Bid A, Alternate Bid B, and Alternate Bid C. Veit’s Lump sum price on the proposal for Alternate Bid A, was mistakenly written as \$432,073.00 when it should have been written \$194,644.00, Alternate Bid B was mistakenly written as \$544,945.00 when it should have been written \$ 0, and Alternate C was mistakenly written as \$ 344,151.00 when it should have been written \$ 109,398.00. Veit and Company Inc’s base bid was read correctly at the opening in the amount of \$2,044,673.05. Sorry for the inconvenience, but do to the magnitude of the bid error Veit will need to withdraw their bid for your project.

Sincerely,

Peter Furst
Project Manager

Peter Furst

Veit & Company, Inc.	Peter Furst, Project Manager	M: (262) 212-6851	Peter.Furst@VeitUSA.com	14000 Veit Place, Rogers, MN 55374
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Village of Somers, Wisconsin
 Offsite Public Utility Plans for Flint 94 Commerce Center

Bid Date/Time: October 4, 2022 @ 10:00 AM
 Engineer's Job No. 211728.60

No.	Item	QTY	Unit	Engineer's Estimate		Globe Contractors, Inc.		Super Excavators, Inc.		PTS Contractors, Inc.		DK Contractors, Inc.		Veit & Company, Inc.		Townsend Construction, Inc.		AW Oakes & Son, Inc.	
				Unit Price	Total Price	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Base Bid																			
1	Mobilization	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 72,000.00	\$ 72,000.00	\$ 62,000.00	\$ 62,000.00	\$ 146,500.00	\$ 146,500.00	\$ 318,698.00	\$ 318,698.00	\$ 30,422.00	\$ 30,422.00	\$ 113,333.12	\$ 113,333.12	\$ 32,000.00	\$ 32,000.00
2	Construction Layout and Staking	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,300.00	\$ 5,300.00	\$ 10,500.00	\$ 10,500.00	\$ 5,151.00	\$ 5,151.00	\$ 5,431.00	\$ 5,431.00	\$ 11,123.77	\$ 11,123.77	\$ 5,800.00	\$ 5,800.00
3	Replacement of Drain Tiles	6	EA	\$ 900.00	\$ 5,400.00	\$ 1,200.00	\$ 7,200.00	\$ 900.00	\$ 5,400.00	\$ 875.00	\$ 5,250.00	\$ 1,217.00	\$ 7,302.00	\$ 866.00	\$ 5,196.00	\$ 225.55	\$ 1,353.30	\$ 1,000.00	\$ 6,000.00
4	Utility Investigation Pothole	6	EA	\$ 800.00	\$ 4,800.00	\$ 500.00	\$ 3,000.00	\$ 1,000.00	\$ 6,000.00	\$ 870.00	\$ 5,220.00	\$ 1,006.00	\$ 6,036.00	\$ 2,787.00	\$ 16,722.00	\$ 590.37	\$ 3,542.22	\$ 1,500.00	\$ 9,000.00
5	18-Inch Sanitary Sewer (Open Cut)	1,896	LF	\$ 250.00	\$ 474,000.00	\$ 176.00	\$ 333,696.00	\$ 240.00	\$ 455,040.00	\$ 265.00	\$ 502,440.00	\$ 227.00	\$ 430,392.00	\$ 438.50	\$ 831,396.00	\$ 255.50	\$ 484,428.00	\$ 250.00	\$ 474,000.00
6	18-Inch Sanitary Sewer (HDD)	426	LF	\$ 550.00	\$ 234,300.00	\$ 916.00	\$ 390,216.00	\$ 865.00	\$ 368,490.00	\$ 1,050.00	\$ 447,300.00	\$ 1,044.00	\$ 444,744.00	\$ 976.00	\$ 415,776.00	\$ 1,005.48	\$ 428,334.48	\$ 970.00	\$ 413,220.00
7	Sanitary Outside Drop Connection	1	EA	\$ 9,500.00	\$ 9,500.00	\$ 25,000.00	\$ 25,000.00	\$ 16,000.00	\$ 16,000.00	\$ 75,250.00	\$ 75,250.00	\$ 8,467.00	\$ 8,467.00	\$ 18,816.00	\$ 18,816.00	\$ 19,367.46	\$ 19,367.46	\$ 15,000.00	\$ 15,000.00
8	48-Inch Sanitary Sewer Manhole	5	EA	\$ 11,400.00	\$ 57,000.00	\$ 16,000.00	\$ 80,000.00	\$ 15,300.00	\$ 76,500.00	\$ 25,550.00	\$ 127,750.00	\$ 10,091.00	\$ 50,455.00	\$ 18,762.00	\$ 93,810.00	\$ 12,527.62	\$ 62,638.10	\$ 13,000.00	\$ 65,000.00
9	Televising of New Sanitary Sewer for Final Inspection	2,322	LF	\$ 2.00	\$ 4,644.00	\$ 3.00	\$ 6,966.00	\$ 2.00	\$ 4,644.00	\$ 5.00	\$ 11,610.00	\$ 1.00	\$ 2,322.00	\$ 4.20	\$ 9,752.40	\$ 4.45	\$ 10,332.90	\$ 5.00	\$ 11,610.00
10	12-Inch Water Main (Open Cut)	50	LF	\$ 250.00	\$ 12,500.00	\$ 385.00	\$ 19,250.00	\$ 300.00	\$ 15,000.00	\$ 320.00	\$ 16,000.00	\$ 239.00	\$ 11,950.00	\$ 205.00	\$ 10,250.00	\$ 217.02	\$ 10,851.00	\$ 300.00	\$ 15,000.00
11	14-Inch Water Main Within 20-Inch casing pipe (HDD)	421	LF	\$ 800.00	\$ 336,800.00	\$ 1,262.00	\$ 531,302.00	\$ 1,071.00	\$ 450,891.00	\$ 790.00	\$ 332,590.00	\$ 1,071.00	\$ 450,891.00	\$ 1,208.00	\$ 508,568.00	\$ 1,030.11	\$ 433,676.31	\$ 1,425.00	\$ 599,925.00
12	Water Main Granular Backfill	25	LF	\$ 50.00	\$ 1,250.00	\$ 79.00	\$ 1,975.00	\$ 33.00	\$ 825.00	\$ 82.00	\$ 2,050.00	\$ 61.00	\$ 1,525.00	\$ 30.50	\$ 762.50	\$ 46.99	\$ 1,174.75	\$ 115.00	\$ 2,875.00
13	Water Main Casing Vent Pipe	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 1,900.00	\$ 3,800.00	\$ 3,400.00	\$ 6,800.00	\$ 2,250.00	\$ 4,500.00	\$ 452.00	\$ 904.00	\$ 2,323.00	\$ 4,646.00	\$ 6,215.91	\$ 12,431.82	\$ 2,100.00	\$ 4,200.00
14	Fire Hydrant	1	EA	\$ 8,000.00	\$ 8,000.00	\$ 9,500.00	\$ 9,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,600.00	\$ 7,600.00	\$ 9,722.00	\$ 9,722.00	\$ 11,521.50	\$ 11,521.50	\$ 11,062.70	\$ 11,062.70	\$ 10,000.00	\$ 10,000.00
15	Fire Hydrant Barrel Extension	2	LF	\$ 700.00	\$ 1,400.00	\$ 1,300.00	\$ 2,600.00	\$ 1,690.00	\$ 3,380.00	\$ 800.00	\$ 1,600.00	\$ 1,512.00	\$ 3,024.00	\$ 2,394.00	\$ 4,788.00	\$ 3,599.29	\$ 7,198.58	\$ 1,000.00	\$ 2,000.00
16	12-Inch Gate Valve and Box	2	EA	\$ 4,500.00	\$ 9,000.00	\$ 4,900.00	\$ 9,800.00	\$ 4,700.00	\$ 9,400.00	\$ 4,200.00	\$ 8,400.00	\$ 4,325.00	\$ 8,650.00	\$ 6,821.00	\$ 13,642.00	\$ 6,017.12	\$ 12,034.24	\$ 5,100.00	\$ 10,200.00
17	12-Inch Connect to Water Main (Non-Pressure)	1	EA	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00	\$ 9,600.00	\$ 9,600.00	\$ 5,600.00	\$ 5,600.00	\$ 6,261.00	\$ 6,261.00	\$ 8,136.00	\$ 8,136.00	\$ 8,207.95	\$ 8,207.95	\$ 11,000.00	\$ 11,000.00
18	Erosion and Sedimentation Control																		
	Silt Fence	2,255	LF	\$ 2.00	\$ 4,510.00	\$ 2.30	\$ 5,186.50	\$ 2.00	\$ 4,510.00	\$ 3.00	\$ 6,765.00	\$ 2.00	\$ 4,510.00	\$ 2.73	\$ 6,156.15	\$ 2.50	\$ 5,637.50	\$ 3.00	\$ 6,765.00
	Erosion Control Blanket	6,300	SY	\$ 2.00	\$ 12,600.00	\$ 1.50	\$ 9,450.00	\$ 2.00	\$ 12,600.00	\$ 2.00	\$ 12,600.00	\$ 3.00	\$ 18,900.00	\$ 2.60	\$ 16,380.00	\$ 2.39	\$ 15,057.00	\$ 4.00	\$ 25,200.00
	Construction Entrance	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,125.00	\$ 3,125.00	\$ 11,178.00	\$ 11,178.00	\$ 3,646.00	\$ 3,646.00	\$ 5,023.39	\$ 5,023.39	\$ 3,600.00	\$ 3,600.00
19	Restoration of Lawns and Parkways	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 39,000.00	\$ 39,000.00	\$ 15,000.00	\$ 15,000.00	\$ 33,000.00	\$ 33,000.00	\$ 136,420.00	\$ 136,420.00	\$ 22,855.50	\$ 22,855.50	\$ 11,691.23	\$ 11,691.23	\$ 45,000.00	\$ 45,000.00
20	Traffic Control and Protection	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 4,710.00	\$ 4,710.00	\$ 6,000.00	\$ 6,000.00	\$ 6,500.18	\$ 6,500.18	\$ 10,000.00	\$ 10,000.00
TOTALS					\$ 1,271,204.00		\$ 1,573,941.50		\$ 1,542,880.00		\$ 1,771,150.00		\$ 1,942,212.00		\$ 2,044,673.05		\$ 1,675,000.00		\$ 1,777,395.00
Alternate A Deduct							\$ 50,000.00		\$ -		\$ -		\$ -		\$ 423,073.00		\$ 80,000.00		\$ 175,000.00
Alternate B Deduct							\$ 50,000.00		\$ 1.00		\$ -		\$ 71,142.00		\$ 544,945.00		\$ 70,000.00		\$ -
Alternate C Deduct							\$ 300,000.00		\$ 193,000.00		\$ 30,000.00		\$ 133,457.00		\$ 344,151.00		\$ -		\$ 200,000.00

Alternate Bid A: Reduction in price for a design that does not use a casing on the water main under I-94.

Alternate Bid B: Reduction in price for allowing a jacked steel casing installation method under I-94 for the sanitary

Alternate Bid C: Reduction in price for allowing a jacked steel casing installation method under I-94 for the water



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

MEETING DATE: October 11th, 2022

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #12 Action on proposed contract with Kenosha County Sheriff's Office for Law Enforcement Services for 2023

BACKGROUND:

The contract with the Kenosha County Sheriff's Department for law enforcement services expires on December 31, 2022. Officials from Kenosha County and representatives from the Sheriff's Department have had discussions with Village officials and staff to negotiate a future contract.

PRIOR ACTION TAKEN:

Administrator Peters and Trustee Ostby met with representatives with the Sheriff's Department on July 18th to discuss future costs and duration of a future contract. The cost of the current contract is as follows:

2021-\$521,914.00 (48.5% increase from 2020). This includes funding for three full-time Kenosha County deputies to patrol the Village and Town.

2022-\$626,549.00 (20% increase from 2021). This includes funding for three full-time Kenosha County deputies to patrol the Village and Town. Another full-time deputy was added on July 4, 202 for a total of 4 shifts.

On September 13th, Trustee Ostby and Administrator Peters met with Sheriff Beth and express that the Village's preference would be to have 4 shifts in the 2023 contract.

On September 16th Administrator Peters received an updated contract for 2023. The contract amount is \$772,375.36 (roughly 19% increase). This was reviewed by the Board at our September 20th Work Session. At this Work Session update language was suggested for Section 4.4.1.

President Stoner and Administrator Peters met with Sheriff Beth and Capt. Gonzalez on September 26th to further discuss the contract. Based on this meeting, Section 4.4.1 now reads as follows:

4.4.1 The Sheriff shall provide four (4) full-time Kenosha County uniformed deputies each of whom shall be equipped with one (1) marked, fully-equipped patrol car (including radar) and who shall each patrol the Village. These deputies shall patrol the Village seven (7) days per week for eight (8) hours each shift, so as to provide a total of four (4) eight (8) hour shifts each day. One (1) deputy shall be assigned to the first shift, two (2) deputies shall be assigned to the second shift and one (1) deputy shall be assigned to the third shift beginning January 1, 2023.

For clarification, the 8.25 hours that are scheduled are for actual hours worked on each shift for each deputy. As relayed by the Sheriff's Department this is to ensure they have 80 hours per 2 week pay period, due to their flex schedules.

On September 27th, Administrator Peters received the updated contract. Staff would like to receive feedback from the Board as to the proposed contract. The amount allocated to the 2023 Budget is \$775,000. This amount was reviewed at our Budget work session on September 24th.

The updated contract was reviewed at our October 4th Work Session.

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 proposed contract with Kenosha County Sheriff’s Office for Law Enforcement Services for 2023”

ATTACHMENTS:

Proposed Sheriff’s Contract for 2023

**AN AGREEMENT FOR GENERAL LAW ENFORCEMENT SERVICES
TO BE PROVIDED BY THE COUNTY OF KENOSHA, WISCONSIN TO
THE VILLAGE OF SOMERS, WISCONSIN**

This agreement is entered into this 1st day of January 2023, by and between Kenosha County, hereafter referred to as the County, the County Sheriff, hereafter referred to as the Sheriff, and the Village of Somers, Wisconsin, hereafter referred to as the Village. This agreement term will end on December 31, 2023.

WHEREAS, the Village desires to purchase general law enforcement services (police protection) within the Village, additional to those services which the Sheriff is required to provide by statute, the Village being willing to assume the cost of this protection, and

WHEREAS, the County is willing to provide these additional general law enforcement services (police protection) to the Village under certain terms and conditions.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. STATEMENT OF AGREEMENT

Kenosha County, Wisconsin and its Sheriff agree to provide general law enforcement services to the Village of Somers located in Kenosha County, Wisconsin, and the Village of Somers agrees to engage the County through its Sheriff to provide such service in accordance with and subject to the terms of this Agreement.

2. LEGAL BASIS

This Agreement is authorized by the provision of Wisconsin Statutes §66.0301, 61.65, 59.03 and pursuant to Kenosha County Board Resolution, and the Village of Somers Board of Trustees Resolution.

3. GENERAL LAW ENFORCEMENT SERVICES DEFINED

General law enforcement services consist of patrol and investigation and all auxiliary and technical services in support of patrol and investigation as may normally be provided by a municipal police force under the laws of the State of Wisconsin. It shall include the enforcement of all applicable laws in effect in the Village. All references to general law enforcement services contained in this Agreement are references only to services that shall be delivered under the terms of this Agreement. General law enforcement services shall not be construed to include enactment of Village ordinances by the County..

4. DELIVERY OF SERVICES

- 4.1 Services Areas: The Sheriff shall provide general law enforcement services within the corporate limits of the Village of Somers.
- 4.2 Enforcement Responsibilities: The Sheriff shall enforce State Statutes, applicable County ordinances and ordinances of the Village. The Sheriff shall not be required to assume any other enforcement duty or function not consistent with those customarily performed by the Sheriff under the Statutes of this State.

- 4.3 Quantity of Regular Service: The Sheriff shall deliver twenty four (24) hours of regular general law enforcement services each day in addition to law enforcement services now delivered to the Village by the Sheriff.
- 4.4 Delivery of Service:
- 4.4.1 The Sheriff shall provide four (4) full-time Kenosha County uniformed deputies each of whom shall be equipped with one (1) marked, fully-equipped patrol car (including radar) and who shall each patrol the Village seven (7) days per week for eight and a quarter (8.25) hours each shift. Law enforcement services will be provided such that, one (1) deputy shall be assigned to the first shift, two (2) deputies shall be assigned to the second shift and one (1) deputy shall be assigned to the third shift beginning January 1, 2023.
- 4.4.2 The actual hours of patrol shall be agreed upon from time to time between the Sheriff and the representatives of the Village designated pursuant to Section 4.10 and shall remain confidential.
- (a) Flexibility in Delivery of Service: In order to provide flexibility in the delivery of such services, the Sheriff will attempt to designate one (1) individual deputy per shift to be assigned to work the Village of Somers for a period of one (1) year.
- 4.5 Additional Service: In addition to the regular service as provided for in Section 4.4 of this Agreement, the County shall provide sixty (60) additional man-hours of law enforcement services per year to be used in a manner mutually agreed upon by the Village Board and the Sheriff. Any service in addition to that specified in 4.3, 4.4 or preceding parts of 4.5 shall be provided at the rate of Exhibit A.
- 4.6 Reporting: The Sheriff shall provide to the Village a monthly report of activities generated as a result of this contract. This report shall include response time and the number of calls for service in the Village, reported crimes, traffic citations, Village and County ordinance violations and designated village Deputy(s) activity. The monthly report referred to herein shall be delivered to the representative of the Village designated pursuant to Section 4.10.
- 4.7 Service Management: The planning, organization, hiring, assigning, scheduling, direction, supervision, discipline, and dismissal of the Sheriff's personnel and all other matters incident to the delivery of general law enforcement services to the Village shall be as determined by the Sheriff. The Sheriff shall retain exclusive authority over the activities of his personnel working in the Village and may utilize such personnel on non- Village matters in the event of an emergency or as otherwise deemed necessary. In the event the Sheriff, through emergency or necessity, utilizes the personnel for non- Village matters for more than two (2) hours per instance, the Sheriff shall deduct pro rata such time used from the Village monthly bill. A District Squad will be utilized to backfill the Village Squad when/if the Village Squad is out of the Village.
- 4.8 Responsiveness: The Sheriff shall give prompt consideration to all requests of the Village regarding the delivery of general law enforcement services. The Sheriff shall make every effort to comply with these requests if they are consistent with good law enforcement practices, but the Sheriff shall retain final authority to make the final decision as to the manner in which such services shall be rendered. All such requests shall be made by the Village through its designated representatives pursuant to Section 4.10 and, except in cases of emergency, shall be made through appropriate Sheriff's Department supervisory personnel.
- 4.9 Dispute Resolution: Any conflict between the parties regarding the extent or manner of performance of the general law enforcement services delivered to the Village shall be resolved by the mutual agreement of the parties.

- 4.10 Representatives: The Village hereby designates the Village Administrator as its designated representative for matters pertaining to this contract. The Village and the Sheriff shall confer upon matters concerning the delivery of general law enforcement services to the Village and shall meet to receive requests, complaints or suggestions for the implementation of the delivery of such services. A command officer, designated by the Sheriff, shall attend the quarterly Village work session meetings on a quarterly basis. It is the intention of the parties that the monthly reports furnished pursuant to Section 4.6 shall be discussed between the designated Sheriff's Department supervisor and the Village designee. Additional meetings may be set forth as necessary upon request of the Village &/or Sheriff.
- 4.11 Arrests: Citations: In all instances except those requiring the issuance of state charges, arrests and/or citations issued or made by deputies assigned under this Agreement shall be made under the Village ordinances and forfeitures under Village ordinances shall be paid to the Village. It is specifically understood by the County and the Sheriff that it is of great material consideration that all arrests/citations possible be resolved through the Village Municipal Court rather than through Circuit Court. As such, the Sheriff warrants that to the extent feasible, all arrests and/or citations will be written through the Village Municipal Court.
- 4.12 Courtroom Time: Deputies assigned under this contract shall cooperate with the Village Attorney in prosecuting Village ordinance violations. It is further agreed that the Sheriff, wherever possible, will cooperate with the Village Municipal Court in scheduling the deputies to perform the services herein, so as to permit a deputy to testify in court during his regularly scheduled shift in an effort to minimize overtime for court appearances.

5. RESOURCES

- 5.1 County Responsibilities: Except as otherwise stipulated, the County shall furnish all labor, equipment, materials, vehicles, communication systems, facilities, and supplies required to provide general law enforcement services to the Village.
- 5.2 Village Responsibilities: The Village shall provide and maintain an office, including access to a photocopying machine suitable for the use of the Sheriff's personnel providing general law enforcement services to the Village. The Village furthermore agrees to assume the responsibility and associated costs for prosecuting any Village ordinance violations and furthermore agrees to budget, tax and levy for the expenses and costs associated with this contract. The Village shall promptly give the Sheriff written notice of any Court decision or ruling which determines a Village ordinance to be unlawful or unconstitutional.
- 5.3 Individual Ownership: The County and the Village shall retain title to the property each may acquire to fulfill its obligations under this Agreement. Upon the termination of this Agreement, each party may dispose of its property as it sees fit.

6. LIABILITY

- 6.1 County: Except as hereinafter set forth, and without waiving any rights or defenses under State or Federal law, the County shall assume liability for, defend against all claims, judgments and legal action, and all costs or damages for injury to person or property caused by the negligence or errors of the Sheriff's personnel in providing general law enforcement services to the Village.
- 6.2 Village: The Village shall assume liability for, defend against, and exempt and hold harmless the County from (1) all claims, judgments and legal action, costs or damages for

intentional or negligent injury to person or property caused by the Village, and (2) all costs or damages for intentional or negligent injury to person or property arising out of the lawful enforcement of a Village ordinance, it being the intent of the parties hereto that the Village shall assume liability in all respects for any loss caused as a result of the unconstitutionality, vagueness or other impropriety of a Village ordinance.

7. PERSONNEL

- 7.1 Employee Status: All persons employed by the Sheriff in providing general law enforcement services to the Village shall be trained County officers or employees entitled to wages and benefits as may result due to collective bargaining solely between the County and the Deputy Sheriff's Association. Such officers and employees shall be responsible solely to the Sheriff, and shall have all the authority of any other Sheriff's deputy, and furthermore they shall not have any benefit, status or right of the Village employment.
- 7.2 Employee Selection: All deputies engaged in law enforcement service under the terms of this contract shall be selected and employed pursuant to the Kenosha County Civil Service Ordinance.
- 7.3 Payment: The Village shall not be liable for and shall not make the direct payment of salaries, wages or other direct or indirect compensation to County officers or employees providing general law enforcement services to the Village and the Sheriff shall hold the Village harmless from and indemnify the Village for such costs.
- 7.4 Indemnity: The Village shall not be liable for indemnity to any County officer or employee for injury or sickness of the deputy arising out of his employment in providing general law enforcement services to the Village, it being understood that the Village is compensating the County for Workmen's Compensation Insurance as part of administrative costs incidental to this contract.

8. MUNICIPAL AGENCY

For the sole purpose of giving official status to their acts when performing municipal functions within the scope of this Agreement, every County officer or employee assigned to and engaged in providing general law enforcement services to the Village shall be considered and appointed an employee of the Village, and for no other purposes. This provision shall be implemented by a Village ordinance.

9. FEES

Section: 9. FEES

- 9.1 Total Sum: The Village shall pay the County, monthly, the sum designated on the attached Exhibit "A" for general law enforcement services provided herein (including all related administrative costs), said payment to be adjusted as provided in this contract. The County shall invoice the Village within ten (10) days after the close of any calendar month per the monthly amount in Exhibit "A". The Village shall pay for these services within thirty (30) days of receipt of the County's invoice. Related administrative costs (i.e. costs incurred by the County but for this contract) are set forth in Exhibit "B" and shall include, but not be limited due to enumeration, the following: wages, workmen's compensation, repair, replacements, insurance and bonding, social security, fringe benefits, supplies, account and record keeping, training of deputies, supervision, etc.
- 9.2 Computation: Said monthly payment by the Village to the County shall not include any expenses attributable to services or facilities normally provided to all government units within the County as

part of enforcement duties and functions customarily performed by the Sheriff under the Statutes of this State where, as per the provisions of Section 4.7 of this contract, said services are for more than two (2) hours per instance.

- 9.3 Billing and Payment: The County shall bill the Village within ten (10) days after the close of any calendar month for which additional services not covered by the monthly payment due the County by the Village were incurred under Section 4.5 of this contract. The Village shall pay for these services within thirty (30) days of receipt of the County's billing.
- 9.4 Records: The County agrees it will keep written records containing the actual County costs in providing the services herein, and the Village shall have the right to inspect these records at any reasonable time.

10. TERM

This Agreement shall take effect on January 1, 2023 and shall continue through December 31, 2023, unless terminated under Section 15 of this contract.

11. MODIFICATION

The terms of this contract may be modified at any time by mutual consent of the signatories of this contract or their successors so as to expand or restrict the scope of this Agreement.

12. SUCCESSORS

This Agreement shall be binding on any and all successors to the signatories of this contract.

13. WAIVER

No waiver of a breach of any of the agreements contained herein shall be construed to be a waiver of any subsequent breach of the same or any other agreement or condition contained in this contract

14. SCOPE

The terms of this Agreement shall be exclusively binding upon all parties to this Agreement and their successors regardless of any prior statements, be they oral or written, made by any party.

15. TERMINATION

This Agreement may be terminated by either party upon six (6) months advance written notice to the other parties of its intention to withdraw. Such notice to be forwarded to the Clerk of the appropriate Board.

16. RENEGOTIATION

Six (6) months prior to expiration, both parties shall meet to determine renewal of the current contract.

17. GOVERNING LAW

The parties agree that this Agreement shall be governed by the laws of the State of Wisconsin and all disputes shall be adjudicated in the Kenosha County Circuit Court.

18. SEVERABILITY

If any provision of this Agreement is held to be unenforceable or invalid for any reason, the remaining provisions will continue in full force and effect and with such unenforceable or invalid provision to be changed and interpreted to best accomplish its original intent and objectives. Each entity is responsible for maintaining its own copy of this Agreement.

19. EXECUTION

Signatories: The party hereto has executed this Agreement at Kenosha, Wisconsin, the day and year first written above.

SHERIFF'S DEPARTMENT

By: _____
David G. Beth, Sheriff

STATE OF WISCONSIN)
) SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 20____, the above named Kenosha County Sheriff, David G. Beth, to me known to be the person and officer who executed the foregoing instrument and acknowledged that he executed the same as the act and deed of the Sheriff's Department of Kenosha County and by his authority.

Michelina C. Battellini
Notary Public, Kenosha County, WI.
My Commission Expires: _____

COUNTY OF KENOSHA

By. _____
Samantha Kerkman, County Executive

STATE OF WISCONSIN)
) SS.
COUNTY OF KENOSHA)

Personally, came before me this _____ day of _____, 20____, the above named County Executive, Samantha Kerkman, to me known to be the person and officer who executed the foregoing instrument and acknowledged that she executed the same as the act and deed of the Office of Executive of Kenosha County and by her authority.

Notary Public, Kenosha County, WI.
My Commission Expires: _____.

VILLAGE OF SOMERS

By: _____
George Stoner, President

By: _____
Brandi Baker, Clerk/Treasurer

STATE OF WISCONSIN)
) SS.
COUNTY OF KENOSHA)

Personally, came before me this ____ day of _____, 20__, the above named Village of Somers President, George Stoner, and Vilage of Somers Clerk/Treasurer, Brandi Baker, to me known to be the person and officer who executed the foregoing instrument and acknowledged that they executed the same as the act and deed of the Office of Executive of Kenosha County and by their authority.

Notary Public, Kenosha County, WI.
My Commission Expires: _____.

- Attachments:
Exhibit "A" (s. 9.1)
Exhibit "B" (s. 9.1)

EXHIBIT "B"

Pursuant to the provisions of Section 9.1 of this contract, administrative costs shall include, but not limited due to enumeration of the following:

- Wages
- Workmen's Compensation Insurance
- Unemployment Compensation Insurance
- Health Insurance
- Life Insurance
- Paid Vacation
- Cost of Living Adjustment (as negotiated)
- Patrol Cars
- Repair, Replacement and Maintenance of Equipment
- Communications Equipment
- Ammunition
- Insurance Bonding
- Social Security
- All other fringe benefits
- Supplies
- Accounts and Record Keeping
- Training of Deputies
- Supervision
- Legal Consultation
- Disability Benefits

Exhibit A
LAW ENFORCEMENT CONTRACT
Village of Somers
2023 Proposal (January 1, 2023- December 31, 2023)

Deputy (top and middle of pay scale per KCDSA labor contract)**			
(figures include employer paid benefits: FICA, WRS Prot. Retirement, Health Ins (F), Life Ins., Works Comp, Clothing Allowance)			
72 Months	Top:	\$	132,025
36 Months	Middle:	\$	125,639
		\$	257,665 Total

/	\$	2	divide by
	\$	128,832	Average annual salary/benefits
/	\$	2,080	work hours in 2023
	\$	61.94	Average hourly rate
x		12,045	Proposed Hours of coverage(8.25*4)*365=12045
	\$	746,050	Proposed Contracted Labor Costs (Hours X Hrly Rate)
	\$	26,325	Proposed cost for fuel and vehicle maintenance (Estimating 58,500 miles traveled at .45/mile for 2023)
		\$772,375.36	Proposal: Total 2023 Law Enf Services
		\$64,364.61	Monthly Fee for Law Enf Services

2023 OT Rate: \$ 83.94 (OT rate with employer paid benefits, based on Top Pay Deputy)

**Please note: At the time these calculations were made, the Deputy Sheriff Association was still in negotiations regarding rate of pay for the next contract period. These calculations are based on a 10% increase and subject to change depending on the decision from the Association.

Prepared: July 14, 2022
 REVISED: August 22, 2022
 REVISED: September 15, 2022
 Prepared by: Angela Khabbaz

Exhibit A
LAW ENFORCEMENT CONTRACT
Village of Somers
2022 Proposal (January 1, 2022- December 31, 2022)

Deputy Salary			
Top:	\$85,300.80	\$85,300.80	Per yr Salary (No Benefits)
Middle:	\$80,017.60	\$80,017.60	Per yr Salary (No Benefits)
FICA			
Top:	\$6,525.51	\$91,826.31	W/ FICA
Middle:	\$6,121.35	\$86,138.95	W/ FICA
WRS Prot. Retirement			
Top:	\$11,276.77	\$103,103.08	W/ FICA & Retirement
Middle:	\$10,578.33	\$96,717.27	W/ FICA & Retirement
Health Ins.			
Top:	\$26,460.00	\$129,563.08	W/ FICA, Ret., and Ins.(F)
Middle:	\$26,460.00	\$123,177.27	W/ FICA, Ret., and Ins.(F)
Life Ins.*			
Top:	\$100.00	\$129,663.08	W/ FICA, Ret., Health (F), and Life
Middle:	\$100.00	\$123,277.27	W/ FICA, Ret., Health (F), and Life
Works Comp**			
Top:	\$1,862.10	\$131,525.18	W/ FICA, Ret., Health (F), Life, and WC
Middle:	\$1,862.10	\$125,139.37	W/ FICA, Ret., Health (F), Life, and WC
Clothing Allowance			
Top:	\$500	\$132,025.18	Per Yr Salary (All Benefits)
Middle:	\$500	\$125,639.37	Per Yr Salary (All Benefits)

*Life Insurance amount is based off of average yearly life insurance of KSD

**Calculations For WC	
678178	Total WC for KSD
364.2	Total Personnel
87	Employees assigned to patrol
23.89%	Percentage of WC for Deputies in Patrol
162002.9819	Total WC for Patrol

Deputy Salary					
	Per Hr	OT Rate Per Hr			
Top:	\$41.01	\$61.52	\$61.52		Base OT Rate (No Benefits)
Middle:	\$38.47	\$57.71	\$57.71		Base OT Rate (No Benefits)
FICA					
Top:	\$3.14		\$64.65		W/ FICA
Middle:	\$2.94		\$60.65		W/ FICA
WRS Prot. Retirement					
Top:	\$7.62		\$72.28		W/ FICA & Retirement
Middle:	\$7.15		\$67.80		W/ FICA & Retirement
Health Ins.					
Top:	\$26,460.00		\$85.00		W/ FICA, Ret., and Ins.(F)
Middle:	\$26,460.00		\$80.52		W/ FICA, Ret., and Ins.(F)
Life Ins.					
Top:	\$100.00		\$85.05		W/ FICA, Ret., Health (F), and Life
Middle:	\$100.00		\$80.57		W/ FICA, Ret., Health (F), and Life
Works Comp					
Top:	\$1,862.10		\$85.94		W/ FICA, Ret., Health (F), Life, and WC
Middle:	\$1,862.10		\$81.46		W/ FICA, Ret., Health (F), Life, and WC
Clothing Allowance					
Top:	\$500		\$86.18		OT Rate (All Benefits)
Middle:	\$500		\$81.70		OT Rate (All Benefits)
Avg OT W/Benefits	\$83.94				

Labor Calculations 7/4/2023-10/1/2023	
	33 Hrs/ Day Per Contract
x	365 Days/Yr
=	12045 Hours annually
x	\$61.94 Avg Hrly Rate
=	\$746,050



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

MEETING DATE: October 11th, 2022

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #13 Action on proposed Resolution No. 2022-015, A Resolution Supporting a Strong State and Local Partnership

BACKGROUND:

Shared Revenue is an Intergovernmental Revenue represented in our Budget (101-43000-43410). The estimates of our portion of shared revenue are released on September 15th of each year. This year the Village's estimate portion of Shared Revenue is estimated at \$166,106 and the Town's portion is estimated at \$19,990. The total equaling 186,096.00.

Current estimates can be used by using the following link:

<https://www.revenue.wi.gov/Pages/Report/Shared-Revenue-Estimates.aspx>

The formula for Shared Revenue has not changed in many years and our portion has remained level from some time. Resolution 2022-015 was drafted from an example from the League of Wisconsin Municipalities. It requests that the Legislature pass a budget that serves to increase funding for the shared revenue program.

PRIOR ACTION TAKEN:

During our Budget discussions, the Board has requested that a Resolution be prepared to request an increase in Shared Revenue from the State. The Board reviewed and discussed the proposed Resolution at our October 4th Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Staff would recommend the approval of proposed Resolution 2022-015. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to approve proposed Resolution No. 2022-015, A Resolution Supporting a Strong State and Local Partnership”

ATTACHMENTS:

Town Share Revenue Estimate

Village's Shared Revenue Estimate

Proposed Resolution 2022-015



State of Wisconsin • DEPARTMENT OF REVENUE

DIVISION OF STATE AND LOCAL FINANCE • BUREAU OF LOCAL GOVERNMENT SERVICES • 2135 RIMROCK RD MADISON, WI 53713

Mailing Address:
 PO Box 8971 #6-97
 Madison WI 53708-8971
 Fax: (608) 264-6887
 lgs@wisconsin.gov

September 13, 2022

BRANDI BAKER
 TOWN OF SOMERS
 PO BOX 197
 SOMERS WI 53171-0197

Notice of Shared Revenue – 2023 Original Estimate

Notice Information

The Wisconsin Department of Revenue (DOR) is providing the **estimated** shared revenue amounts your local government will receive in 2023 under current state law for county and municipal aid, utility aid and the expenditure restraint program. This does not include adjustments, shown on July/November payment notices.

District	TOWN OF SOMERS	County	KENOSHA	Co-muni code	30-014
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Estimate Information

For an explanation of each aid payment below, review the additional information on this estimate.

2023 Original Estimate	
1. County and municipal aid	\$14,569.09
2. Utility aid	\$5,421.46
3. Expenditure restraint program payment	\$0.00
4. Total Estimated 2023 Payments (sum of Lines 1-3)	\$19,990.55

Payment Information

Your local government will receive two distributions in 2023:

- July 24, 2023 – 15 percent of Line 1 and 2 (listed above) and 100 percent of Line 3 (listed above)
- November 20, 2023 – balance of your 2023 aid payments

County and Municipal Aid

Under state law, the county and municipal aid paid to each municipality and county must be equal to the amount determined in 2012 (sec. 79.035(5), Wis. Stats.), and adjusted for fallen protective services insurance reimbursement (sec. 79.035(8), Wis. Stats.)

County and Municipal Aid Calculation	
1. Original county and municipal aid	\$14,569.46
2. Fallen protective services insurance adjustment	-\$0.37
3. Fallen protective services insurance reimbursement (reported to DOR)	\$0.00
4. Total County and Municipal Aid (sum of Lines 1-3)	\$14,569.09

Utility Aid

- Under state law, utility aid is distributed to each county and municipality where tax-exempt utility property is located (sec. 79.04, Wis. Stats.)
- Utility companies report utility property information to DOR annually
- As shown below, DOR uses the provided information to accurately calculate utility aid

Utility Aid Calculation	
1. Net book value, as of December 31, 2022 (including expected additions/retirements)	\$1,807,153.00
2. Total net book value payment	\$5,421.46
3. Minimum payment	\$0.00
4. Megawatt capacity	0.0
5. Megawatt capacity payment	\$0.00
6. Closed/decommissioned production plant (phased down) payment	\$0.00
7. Subtotal (sum of Lines 2, 3, 5 and 6)	\$5,421.46
8. Population cap	\$416,500.00
9. Adjusted subtotal (lesser of Line 7 or Line 8)	\$5,421.46
10. Adjacent site incentive payment	\$0.00
11. Baseload incentive payment	\$0.00
12. Co-generation/alternative energy incentive payment	\$0.00
13. Total incentive payments (sum of Lines 10 thru 12)	\$0.00
14. Spent nuclear fuel payment	\$0.00
15. Total Utility Aid – this is the utility aid payment listed on the front of the estimate (sum of Lines 9, 13 and 14)	\$5,421.46

Expenditure Restraint Program

- Only municipalities are eligible to receive ERP payments
- To qualify for a 2023 ERP payment, a municipality must meet **both** of the following requirements:
 - 2021 municipal TID Out property tax rate must be greater than five mills
 - 2021 to 2022 municipal net general fund budget increase must be less than the allowable percentage provided on your municipality's 2022 budget limit letter

Did your municipality qualify for a 2023 ERP payment? Yes No

The ERP payment calculation is listed below. If your municipality did not qualify, the payment amount is zero.

ERP Payment Calculation	
1. 2021 municipal TID Out property tax rate	0
2. Excess tax rate (Line 1 minus .005)	0
3. 2021 Equalized Value TID In	0
4. Excess tax rate amount (Line 2 multiplied by Line 3)	\$0.00
5. ERP payment factor	0
6. ERP payment (Line 4 multiplied by Line 5)	\$0.00
7. Additional payment under sec. 79.05(7), Wis. Stats.	\$0.00
8. Total ERP payment – this is the ERP payment listed on the front of the estimate (sum of Lines 6 and 7)	\$0.00

Contact Information

If you have questions, contact us at (608) 266-8618, (608) 261-5167 or lgs@wisconsin.gov.



State of Wisconsin • DEPARTMENT OF REVENUE

DIVISION OF STATE AND LOCAL FINANCE • BUREAU OF LOCAL GOVERNMENT SERVICES • 2135 RIMROCK RD MADISON, WI 53713

Mailing Address:
PO Box 8971 #6-97
Madison WI 53708-8971
Fax: (608) 264-6887
lgs@wisconsin.gov

September 13, 2022

BRANDI BAKER
VILLAGE OF SOMERS
PO BOX 197
SOMERS WI 53171

Notice of Shared Revenue – 2023 Original Estimate

Notice Information

The Wisconsin Department of Revenue (DOR) is providing the **estimated** shared revenue amounts your local government will receive in 2023 under current state law for county and municipal aid, utility aid and the expenditure restraint program. This does not include adjustments, shown on July/November payment notices.

District	VILLAGE OF SOMERS	County	KENOSHA	Co-muni code	30-182
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Estimate Information

For an explanation of each aid payment below, review the additional information on this estimate.

2023 Original Estimate	
1. County and municipal aid	\$107,474.13
2. Utility aid	\$58,632.36
3. Expenditure restraint program payment	\$0.00
4. Total Estimated 2023 Payments (sum of Lines 1-3)	\$166,106.49

Payment Information

Your local government will receive two distributions in 2023:

- July 24, 2023 – 15 percent of Line 1 and 2 (listed above) and 100 percent of Line 3 (listed above)
- November 20, 2023 – balance of your 2023 aid payments

County and Municipal Aid

Under state law, the county and municipal aid paid to each municipality and county must be equal to the amount determined in 2012 (sec. 79.035(5), Wis. Stats.), and adjusted for fallen protective services insurance reimbursement (sec. 79.035(8), Wis. Stats.)

County and Municipal Aid Calculation	
1. Original county and municipal aid	\$107,476.87
2. Fallen protective services insurance adjustment	-\$2.74
3. Fallen protective services insurance reimbursement (reported to DOR)	\$0.00
4. Total County and Municipal Aid (sum of Lines 1-3)	\$107,474.13

Utility Aid

- Under state law, utility aid is distributed to each county and municipality where tax-exempt utility property is located (sec. 79.04, Wis. Stats.)
- Utility companies report utility property information to DOR annually
- As shown below, DOR uses the provided information to accurately calculate utility aid

Utility Aid Calculation	
1. Net book value, as of December 31, 2022 (including expected additions/retirements)	\$9,772,060.00
2. Total net book value payment	\$58,632.36
3. Minimum payment	\$0.00
4. Megawatt capacity	0.0
5. Megawatt capacity payment	\$0.00
6. Closed/decommissioned production plant (phased down) payment	\$0.00
7. Subtotal (sum of Lines 2, 3, 5 and 6)	\$58,632.36
8. Population cap	\$3,637,150.00
9. Adjusted subtotal (lesser of Line 7 or Line 8)	\$58,632.36
10. Adjacent site incentive payment	\$0.00
11. Baseload incentive payment	\$0.00
12. Co-generation/alternative energy incentive payment	\$0.00
13. Total incentive payments (sum of Lines 10 thru 12)	\$0.00
14. Spent nuclear fuel payment	\$0.00
15. Total Utility Aid – this is the utility aid payment listed on the front of the estimate (sum of Lines 9, 13 and 14)	\$58,632.36

Expenditure Restraint Program

- Only municipalities are eligible to receive ERP payments
- To qualify for a 2023 ERP payment, a municipality must meet **both** of the following requirements:
 - 2021 municipal TID Out property tax rate must be greater than five mills
 - 2021 to 2022 municipal net general fund budget increase must be less than the allowable percentage provided on your municipality's 2022 budget limit letter

Did your municipality qualify for a 2023 ERP payment? Yes No

The ERP payment calculation is listed below. If your municipality did not qualify, the payment amount is zero.

ERP Payment Calculation	
1. 2021 municipal TID Out property tax rate	0
2. Excess tax rate (Line 1 minus .005)	0
3. 2021 Equalized Value TID In	0
4. Excess tax rate amount (Line 2 multiplied by Line 3)	\$0.00
5. ERP payment factor	0
6. ERP payment (Line 4 multiplied by Line 5)	\$0.00
7. Additional payment under sec. 79.05(7), Wis. Stats.	\$0.00
8. Total ERP payment – this is the ERP payment listed on the front of the estimate (sum of Lines 6 and 7)	\$0.00

Contact Information

If you have questions, contact us at (608) 266-8618, (608) 261-5167 or lgs@wisconsin.gov.

RESOLUTION NO. 2022-015
RESOLUTION SUPPORTING A STRONG STATE & LOCAL PARTNERSHIP

WHEREAS, for over ninety years the state shared revenue program has been a key component of Wisconsin's state and local relationship and an important part of the state's overall program of property tax relief; and

WHEREAS, over the last 20 years shared revenue funding for municipalities has been cut by \$94 million; and

WHEREAS, over the last generation, property taxes have grown as a share of city and village revenues as shared revenue and other state aid to Wisconsin municipalities has lagged; and

WHEREAS, state aid provided a larger share of municipal revenues in Wisconsin than property taxes from 1975 to 1997. Today property taxes account for more than twice as much municipal revenue as state aid; and

WHEREAS, to create and maintain quality communities that attract businesses and families, municipalities must invest in services and infrastructure that people and businesses expect, like police protection, fire suppression, road maintenance, snowplowing, libraries, and parks; and

WHEREAS, the state should reinvest a portion of its sales and income tax revenue growth in local communities to spur further economic growth and make Wisconsin communities places where people want to live and work.

NOW, THEREFORE, BE IT RESOLVED, the Board of Trustees of the Village of Somers, calls on the Legislature to pass a state budget increasing funding for the shared revenue program and directs the Village Clerk to send a copy of this resolution to the state legislators representing the Village of Somers, to Governor Tony Evers, and to the League of Wisconsin Municipalities.

Adopted by the Village Board of the Village of Somers, Kenosha County, Wisconsin, this ____ day of October 2022.

Village of Somers

By _____
George Stoner, President

Attest _____
Brandi Baker, Village Clerk

SOMERS FIRE & RESCUE



CHIEF
Benjamin Andersen

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

To: President Stoner, Administrator Peters, and Village Board

From: Fire Chief Benjamin Andersen

Subject: Action on changes to the Schedule of Fees for Rescue Squad Fees and Fire Department

It has been 4 years since we have increased our rates. In Village Ordinance 5.14 (D) it states the Village Board shall establish and update such fees and a copy of those fees to be kept and available with the Clerk/Treasurer.

Our Current rates are well below the regional averages, and we do not charge for several call types that other departments do. I have worked with our billing company to compare rates and provided the attached chart with current rates, average rates in the region and my suggested new rates. The Second table includes consumable goods charge chart on recommendation of the billing company.

Charge Category	Current Rate \$	Average Regional Rate \$	New Requested Rate \$	Amount of increase \$
BLS Resident	700	1341	1300	600
BLS Non-Resident	800	1424	1500	700
ALS Resident	800	1468	1400	600
ALS Non-Resident	900	1550	1600	700
ALS2 Resident	900	1703	1600	700
ALS 2 Non-Resident	1000	1786	1800	800
BLS on Scene Res	200	297	250	50
BLS on Scene NR	250	305	300	50
ALS on scene Res	600	1028	1000	400
ALS on scene NR	700	1085	1100	400
Mileage Resident	15	21	22	7
Mileage Non-Resident	17	22	25	8
MVA Rate	NA	433.33	500	500
Vehicle Extrication	NA	460	700	700
Vehicle Fire	NA	450	500	500
Engine Rate	250	437.5	400	150
Ladder Truck Rate	250	383.33	400	150
Tender/Tanker Rate	250	350	300	50
Brush Truck Rate	250	287.5	300	50
False Fire Alarm	NA	100	250	250
Co Alarm	NA	100	100	100
Firefighter (per hour)	12	16	20	8

SOMERS FIRE & RESCUE



CHIEF
Benjamin Andersen

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

Consumable Goods	Rate
F500 Foam	\$35/Gallon
Sawzall Blades	\$5 each
Rotary Saw Blades	\$25 Each
Oil Dry	\$10/Gallon
Grinder Disks/ Cut off wheel	\$5 Each
Chainsaw Chain	\$20 Each
Plug/Dike/Containment Kit	\$100 Each
Hazardous Materials Containment Pool	\$250 Each
Attack Hose (Damaged & Out of Service)	\$150 per length
Supply Hose (Damaged & Out of Service)	\$200 per Length
Tarps (if left at scene for property conservation)	\$10 Each
Fire Extinguisher recharge	\$50
Damaged or Broken Tool	Can Charge the value of the item Broken

Regarding the EMS call billing rates increases being proposed, we will not see an increase in possible revenues from patients on Medicare/Medicaid, but we will see an increase in private pay and commercial insurance. A Medicare or Medicaid Pt will not have any increased responsibility for payment with these increases due to Medicare/Medicaid rules we can only collect what they pay everything else is written off.

Our Billing companies bills still have a box people can mark to claim financial hardship and those cases will be reviewed by the billing company and the chief to see if adjustments need to be made. The Chief can adjust any and all bills if deemed necessary.

These are the numbers that were used to calculate the projected revenues for the 2023 Budget.

Chief Andersen would recommend the changes to Schedule of Fees for Rescue Squad Fees and Fire Department. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to approve changes to the Schedule of Fees for Rescue Squad Fees and Fire Department”

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

MEETING DATE: October 11th, 2022

TO: Village President Stoner and Board of Trustees

FROM: Jason J. Peters, Administrator

AGENDA ITEM: #15 Action on proposed Ordinance 2022-014, Ordinance 2022-015, Ordinance 2022-016, Ordinance 2022-017, Ordinance 2022-018, Ordinance 2022-019 for revisions to Zoning Code as it pertains to Indoor Recreation facilities in ZN 4.04 Business Districts and ZN 4.06 Public Districts

BACKGROUND:

In 2019, the zoning code definition of “Indoor Recreation” was amended include “firearm ranges” as a recreational activity. This definition reads as follows:

INDOOR RECREATION

A principal building or area used for recreational activities such as bowling alleys, firearm ranges, skating rinks, athletic and health clubs, tennis, racquetball and handball courts and swimming pools.

However, Indoor Recreation was not added elsewhere in the ordinance to correspond to this new definition. It was noted while reviewing Pritzker’s upcoming indoor firing range concept that certain updates to the zoning code, needed to be made to correspond with the spirit of the updated definition.

The proposed changes update the use of the term “commercial recreational activities (indoor)” to “indoor recreation facilities” to match the definition of “Indoor Recreation”, removes indoor shooting ranges as CUPs under the B-3 and B-5 districts & adds Indoor Recreation facilities to B-5 principal uses, and adds Indoor Recreation facilities to the list of principal uses in the PR-1 district.

The proposed changes represent more of “housekeeping” item.

PRIOR ACTION TAKEN:

This was discussed at the at the Village Work Session on October 4, 2022.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Attorney Davison has drafted the proposed Ordinances to facilitate the zoning code updates. 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 waive first reading of Ordinance 2022-014, Ordinance 2022-015, Ordinance 2022-016, Ordinance 2022-017, Ordinance 2022-018, Ordinance 2022-019”

“Motion to approve proposed Ordinance 2022-014, Ordinance 2022-015, Ordinance 2022-016, Ordinance 2022-017, Ordinance 2022-018, Ordinance 2022-019 for revisions to Zoning Code as it pertains to Indoor Recreation facilities in ZN 4.04 Business Districts and ZN 4.06 Public Districts”

ATTACHMENTS:

Ordinance 2022-014

Ordinance 2022-015

Ordinance 2022-016

Ordinance 2022-017

Ordinance 2022-018

Ordinance 2022-019

ORDINANCE NO. 2022-014

AN ORDINANCE TO REPEAL AND RECREATE SECTION ZN 4.04(2)(b)
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS
RELATING TO PRINCIPAL USES OF B-2 COMMUNITY BUSINESS DISTRICT

The Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereby repeals and recreates Section ZN 4.04(2)(b) of the Code of Ordinances of the Village of Somers to read as follows:

(b) Principal Uses.

- 1 Any principal use permitted in the B-1 Neighborhood Business District.
- 2 Antique and second hand stores (excluding pawnshops).
- 3 Appliance and furniture stores without related warehousing.
- 4 Automotive and marine supply stores.
- 5 Building supply stores.
- 6 Cafe/Coffee shops.
- 7 Camera and photographic supply stores.
- 8 Carpet and flooring stores.
- 9 Caterers.
- 10 Christmas tree sales.
- 11 Civic, social and fraternal associations.
- 12 Clinics.
- 13 Clothing, apparel and footwear stores.
- 14 Delicatessens.
- 15 Department stores.
- 16 Essential services.

- 17 Financial institutions.
- 18 Funeral homes
- 19 Gift stores
- 20 Hotels and motels.
- 21 Indoor recreation facilities such as bowling alleys, firearm ranges, skating rinks, athletic and health clubs, tennis, racquetball and handball courts and swimming pools
- 22 Jewelry stores.
- 23 Limited Adult Media Stores, as provided in Section ZN 4.04(6).
- 24 Meat and fish markets.
- 25 Music stores.
- 26 Nightclubs and dance halls.
- 27 Office supply stores.
- 28 Optical stores.
- 29 Paint, glass and wallpaper stores.
- 30 Parking lots (off-site).
- 31 Personal service establishments.
- 32 Pet shops.
- 33 Photocopying and duplicating services.
- 34 Physical fitness facilities.
- 35 Radio-T.V. broadcast studios.
- 36 Restaurants, including fast food and drive-in restaurants and associated micro-brewery.
- 37 Sign and banner shops.
- 38 Sporting goods stores.
- 39 Supermarkets.

- 40 Theaters.
- 41 Tobacco shops.
- 42 Upholstery shops.

Dated at Somers, Wisconsin, this _____ day of _____, 2022.

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer

ORDINANCE NO. 2022-015

AN ORDINANCE TO REPEAL AND RECREATE SECTION ZN 4.04(3)(d)
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS
RELATING TO CONDITIONAL USES OF B-3 HIGHWAY BUSINESS DISTRICT

The Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereby repeals and recreates Section ZN 4.04(3)(d) of the Code of Ordinances of the Village of Somers to read as follows:

- (d) Conditional Uses (see also Section ZN 5.03(8)).
- 1 Arenas and stadiums.
 - 2 Automotive body repair.
 - 3 Automotive and marine sales, service and repairs including related towing.
 - 4 Car washes.
 - 5 Concrete and asphalt batch plants temporarily located on a parcel.
 - 6 Convenient cash businesses.
 - 7 Drive-in theater.
 - 8 Flea markets.
 - 9 Fueling stations.
 - 10 Large wind energy systems.
 - 11 Pawnshops.
 - 12 Recreational vehicle, motor home, farm implement or similar large size vehicle or equipment sales involving extensive outdoor display and storage.
 - 13 Restaurants, bars or taverns with outdoor dining, entertainment or recreation (i.e., volleyball, horseshoes, etc.).
 - 14 Self-storage facilities.
 - 15 Tattoo and body piercing establishments.

- 16 Truck stops, sales and service.
- 17 Utility substations.

Dated at Somers, Wisconsin, this _____ day of _____, 2022.

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer

ORDINANCE NO. 2022-016

AN ORDINANCE TO REPEAL AND RECREATE SECTION ZN 4.04(5)(b)
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS
RELATING TO PRINCIPAL USES OF B-5 WHOLESALE TRADE
AND WAREHOUSING DISTRICT

The Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereby repeals and recreates Section ZN 4.04(5)(b) of the Code of Ordinances of the Village of Somers to read as follows:

(b) Principal Uses.

- 1 Wholesale and bulk sales, and warehousing of the following products, provided that no outdoor storage is permitted:
 - a Air conditioning, refrigerated equipment, and supplies.
 - b Apparel, footwear and accessories.
 - c Appliances, furniture and home furnishings.
 - d Automobile equipment.
 - e Beer, wine, and distilled alcoholic beverages.
 - f Commercial and industrial machinery, equipment, and supplies.
 - g Confectionery.
 - h Drugs and pharmaceuticals.
 - l Electronics.
 - j Food and groceries (dairy products, fish and seafood, fruit and vegetables, meat and meat products not including slaughtering and outdoor confinement).
 - k Hardware.
 - l Household goods.
 - m Lumber and construction materials.

- n Metals and minerals.
- o Paint and varnishes.
- p Paper and paper products.
- q Plumbing and heating equipment and supplies.
- r Professional equipment and supplies.
- s Service establishment equipment and supplies.
- t Textiles and fabrics.
- u Tires and tubes.
- v Tobacco and tobacco products.
- w Transportation equipment and supplies.

2 Mail order distribution centers.

3 Printing and publishing houses.

4 Refrigerated warehousing.

5 Indoor recreation facilities such as bowling alleys, firearm ranges, skating rinks, athletic and health clubs, tennis, racquetball and handball courts and swimming pools.

Dated at Somers, Wisconsin, this ____ day of _____, 2022.

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer

ORDINANCE NO. 2022-017

AN ORDINANCE TO REPEAL AND RECREATE SECTION ZN 4.04(5)(d)
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS
RELATING TO CONDITIONAL USES OF B-5 WHOLESALE TRADE
AND WAREHOUSING DISTRICT

The Village Board of Trustees of the Village of Somers, Kenosha County,

Wisconsin, hereby repeals and recreates Section ZN 4.04(5)(d) of the Code of Ordinances of the Village of Somers to read as follows:

- (d) Conditional Uses (See also Section ZN 5.03(8)).
- 1 Animal hospitals, shelters, veterinary services, and kennels accessory to a veterinarian or animal hospital.
 - 2 Automotive sales, service and repairs including related towing.
 - 3 Construction services including building contractors; carpentering; wood flooring; concrete services; landscaping, lawn care, tree trimming and plowing services; masonry, stonework, tile setting and plastering services; roofing, siding and sheet metal services; septic tank installers; window installers; and water well drilling services.
 - 4 Freight terminals, yards, freight forwarding services, packing and crating services and related equipment storage and maintenance facilities.
 - 5 Fuel oil, bottled gas, and ice dealers.
 - 6 Fueling stations, automobile servicing and repair.
 - 7 Laboratories for testing, research, and experimental purposes.
 - 8 Large wind energy system.
 - 9 Millwork, lumber yards, saw mills, and planing mills.
 - 10 Petroleum stations and terminals.
 - 11 Self-storage facilities.
 - 12 Water storage tanks and towers, radio and television transmitting and receiving towers, and microwave relay stations.

Dated at Somers, Wisconsin, this _____ day of _____, 2022.

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer

ORDINANCE NO. 2022-018

AN ORDINANCE TO REPEAL AND RECREATE SECTION ZN 4.04(8)(c)
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS
RELATING TO ACCESSORY USES OF B-94 INTERSTATE HIGHWAY 94
SPECIAL USE BUSINESS DISTRICT

The Village Board of Trustees of the Village of Somers, Kenosha County,

Wisconsin, hereby repeals and recreates Section ZN 4.04(8)(c) of the Code of Ordinances of the Village of Somers to read as follows:

(c) Accessory Uses.

- 1 Bakeries.
- 2 Barber shops and beauty shops.
- 3 Bookstores.
- 4 Camera and photographic supply stores.
- 5 Caterer.
- 6 Clinics.
- 7 Clothing and apparel stores.
- 8 Delicatessens.
- 9 Dime stores and variety stores.
- 10 Drug stores.
- 11 Dry cleaning and laundry establishments.
- 12 Florists.
- 13 Garages for the storage of vehicles used in conjunction with the operation of the business.
- 14 Gift stores.
- 15 Hobby and craft shops.

- 16 Indoor recreation facilities such as bowling alleys, firearm ranges, skating rinks, athletic and health clubs, tennis, racquetball and handball courts and swimming pools.
- 17 Jewelry stores.
- 18 Liquor stores.
- 19 Music stores.
- 20 Nightclubs and dance halls.
- 21 Off-street parking and loading.
- 22 Optical stores.
- 23 Restaurants, bars and taverns (without live entertainment)
- 24 Small wind energy system.
- 25 Solar energy system.
- 26 Sporting goods stores.
- 27 Theaters.
- 28 Tobacco shops.

Dated at Somers, Wisconsin, this _____ day of _____, 2022.

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer

ORDINANCE NO. 2022-019

AN ORDINANCE TO REPEAL AND RECREATE SECTION ZN 4.06(2)(b)
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS
RELATING TO PRINCIPAL USES OF PR-1 PARK RECREATIONAL DISTRICT

The Village Board of Trustees of the Village of Somers, Kenosha County,

Wisconsin, hereby repeals and recreates Section ZN 4.06(2)(b) of the Code of Ordinances of the Village of Somers to read as follows:

(b) Principal Uses.

- 1 Bike trails
- 2 Boat rental and boat access sites
- 3 Botanical gardens
- 4 Cross country ski trails
- 5 Fairgrounds
- 6 Historic monuments or sites
- 7 Hiking and nature trails and walks
- 8 Hunting and fishing clubs
- 9 Indoor recreation facilities such as bowling alleys, firearm ranges, skating rinks, athletic and health clubs, tennis, racquetball and handball courts and swimming pools.
- 10 Neighborhood tot lots
- 11 Outdoor skating rinks
- 12 Parks and playgrounds
- 13 Picnicking areas
- 14 Playfields or athletic fields
- 15 Ski hills without facilities

- 16 Sledding, skiing or tobogganing
- 17 Tennis courts

Dated at Somers, Wisconsin, this _____ day of _____, 2022.

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer



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

MEETING DATE: October 11th, 2022

TO: Village President Stoner and Village Trustees

PREPARED BY: Brandi Baker, Clerk-Treasurer

AGENDA ITEM: #16 Discussion and possible action on Preliminary Resolution 2022-016 to Levy Special Charges to the tax roll

BACKGROUND:

Staff has been working to determine outstanding charges to levy on to the tax roll. Attorney Davison has drafted Preliminary Resolution 2022-016. The resolution also sets a public hearing date on October 25, 2022 for the final resolution.

PRIOR ACTION TAKEN:

None

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

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

“Motion to approve Preliminary Resolution 2022-016 to Levy Special Charges to the tax roll”

ATTACHMENTS:

Preliminary Resolution 2022-016

Special Charge Table

RESOLUTION 2022-016

**PRELIMINARY RESOLUTION FOR SPECIAL ASSESSMENT
FOR PROPERTIES LOCATED IN VILLAGE OF SOMERS**

WHEREAS, the Village Board of the Village of Somers, Kenosha County, Wisconsin, hereby resolves as follows:

1. That the owners of parcels of real property located in the Village of Somers, Kenosha County, Wisconsin, described in Schedule A attached hereto did cause the Village of Somers to expend money for wages, equipment costs, and attorney and consultant fees associated with benefits extended to the property owners, as described on such schedule.
2. The Clerk/Treasurer shall cause to be prepared a report of the Clerk/Treasurer on the proposed special assessments.
3. The Clerk/Treasurer shall make a copy of the report available for public inspection during regular office hours.
4. That the Village Clerk/Treasurer shall publish a Class 1 Notice under Chapter 985 of the Wisconsin Statutes for the purpose of alerting the public to a public hearing which the Village Board will conduct at the Village of Somers Village Hall, 7511 12th Street, Somers, Wisconsin, on the 25th day of October, 2022, commencing at 5:30 p.m. to hear all persons interested on the question of whether the amounts levied by the Village of Somers should be imposed as a special assessment upon the property.
5. That the Village Clerk/Treasurer shall also mail, not less than ten (10) days before the date set for the public hearing, a copy of this Notice to the property owners of record who will be affected by the proposed special

assessment whose post office address is known or can be ascertained with reasonable diligence.

Dated this 11th day of October, 2022.

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer

SCHEDULE A

Name(s): Joseph A. & Lindsey R. Guzy
Parcel No. 82-4-222-172-0040
Assessment: \$3,031.94 (Storm Tube
Installation)

Name(s): Lester J. Hancock
Parcel No. 82-4-222-124-0401
Assessment: \$74.14 (Pond Maintenance)

Name(s): John F. & Susan M. Ricchio
Parcel No. 82-4-222-124-0408
Assessment: \$74.14 (Pond Maintenance)

Name(s): Ashutosh Srivastava
Parcel No. 82-4-222-124-0409
Assessment: \$74.14 (Pond Maintenance)

Name(s): Charles E. & Mildred A. Chatman
Parcel No. 82-4-222-124-0415
Assessment: \$74.14 (Pond Maintenance)

Name(s): Teresa M. & Richard Ochandategui
Parcel No. 82-4-222-124-0428
Assessment: \$74.14 (Pond Maintenance)

Name(s): Ashley R. & John T. Meyer
Parcel No. 82-4-222-124-0429
Assessment: \$74.14 (Pond Maintenance)

Name(s): Shane T. & Kelley J. Pederson
Parcel No. 82-4-222-124-0430
Assessment: \$74.14 (Pond Maintenance)

Name(s): John D. & Lisa M. Savaglio
Parcel No. 82-4-222-124-0431
Assessment: \$74.14 (Pond Maintenance)

Name(s): Randolph and Lisa Erickson
Revocable Living Trust
Parcel No. 82-4-222-124-0469
Assessment: \$74.14 (Pond Maintenance)

Name(s): Sparrows Trust
Parcel No. 82-4-222-124-0501
Assessment: \$74.14 (Pond Maintenance)

Name(s): Gerald D. And Barbara J. Trimark
Revocable Trust
Parcel No. 82-4-222-124-0523
Assessment: \$74.14 (Pond Maintenance)

Name(s): Shannon Boyer
Parcel No. 82-4-222-124-0529
Assessment: \$74.14 (Pond Maintenance)

Name(s): Christopher C. Smith
Parcel No. 82-4-222-124-0531
Assessment: \$74.14 (Pond Maintenance)

Name(s): Deborah L. Strecker
Parcel No. 82-4-222-124-0532
Assessment: \$74.14 (Pond Maintenance)

Name(s): Raymond M. Radigan
Parcel No. 82-4-222-124-0537
Assessment: \$74.14 (Pond Maintenance)

Name(s): Dimitrios Piliouras
Parcel No. 82-4-222-124-0601
Assessment: \$74.14 (Pond Maintenance)

Name(s): Monica Anaya
Parcel No. 82-4-222-124-0602
Assessment: \$74.14 (Pond Maintenance)

Name(s): Ronald J. Viroglio
Parcel No. 82-4-222-124-0613
Assessment: \$74.14 (Pond Maintenance)

Name(s): Kyle Hettermann
Parcel No. 82-4-222-124-0619
Assessment: \$74.14 (Pond Maintenance)

Name(s): Luigi Gabriele
Parcel No. 82-4-222-124-0624
Assessment: \$74.14 (Pond Maintenance)

Name(s): William E. Smith
Parcel No. 82-4-222-124-0630
Assessment: \$74.14 (Pond Maintenance)

Name(s): Bethann E. Navarrette & Felipe Navarrette, Jr.
Parcel No. 82-4-222-124-0632
Assessment: \$74.14 (Pond Maintenance)

Name(s): Leslie Horn
Parcel No. 82-4-222-124-0637
Assessment: \$74.14 (Pond Maintenance)

Name(s): Daisy Strickland & Lisa R. Gross
Parcel No. 82-4-222-124-0642
Assessment: \$74.14 (Pond Maintenance)

Name(s): Christina Fapso
Parcel No. 82-4-222-124-0644
Assessment: \$74.14 (Pond Maintenance)

Name(s): Elizabeth Rael Ecklor
Parcel No. 82-4-222-124-0648
Assessment: \$74.14 (Pond Maintenance)

Name(s): Shannon Gitzlaff
Parcel No. 82-4-222-124-0653
Assessment: \$74.14 (Pond Maintenance)

Name(s): Tyler Huss
Parcel No. 82-4-222-124-0654
Assessment: \$74.14 (Pond Maintenance)

Name(s): Tiffany A. Reid
Parcel No. 82-4-222-124-0656
Assessment: \$74.14 (Pond Maintenance)

Name(s): Nicole D. Winberg
Parcel No. 82-4-222-124-0662
Assessment: \$74.14 (Pond Maintenance)

Name(s): Laurine A. Edwards
Parcel No. 82-4-222-124-0663
Assessment: \$74.14 (Pond Maintenance)

Name(s): Katherine L. Scamihorn
Parcel No. 82-4-222-124-0669
Assessment: \$74.14 (Pond Maintenance)

Name(s): Jason R. & Jennifer L. Zapf
Parcel No. 82-4-222-124-0672
Assessment: \$74.14 (Pond Maintenance)

Name(s): Michael L. Aasen
Parcel No. 82-4-222-124-0673
Assessment: \$74.14 (Pond Maintenance)

Name(s): Paris Gabbana
Parcel No. 82-4-222-124-0677
Assessment: \$74.14 (Pond Maintenance)

Name(s): Emma A. Oster
Parcel No. 82-4-222-124-0679
Assessment: \$74.14 (Pond Maintenance)

Name(s): Maria E. Kaprelian
Parcel No. 82-4-222-124-0685
Assessment: \$74.14 (Pond Maintenance)

Name(s): Federal National Mortgage Assoc.
Parcel No. 82-4-222-124-0688
Assessment: \$74.14 (Pond Maintenance)

Name(s): Howard Vendrell
Parcel No. 82-4-222-124-0689
Assessment: \$74.14 (Pond Maintenance)

Name(s): Karen Angelici
Parcel No. 82-4-222-124-0692
Assessment: \$74.14 (Pond Maintenance)

Name(s): Ma Elena Aniog & Nelson T. Aniog
Parcel No. 82-4-222-124-0695
Assessment: \$74.14 (Pond Maintenance)

Name(s): Steven & Adrienne Niemi
Parcel No. 82-4-222-124-0703
Assessment: \$74.14 (Pond Maintenance)

Name(s): Erin R. Lachenschmidt
Parcel No. 82-4-222-124-0704
Assessment: \$74.14 (Pond Maintenance)

Name(s): Michael Elst
Parcel No. 82-4-222-124-0705
Assessment: \$74.14 (Pond Maintenance)

Name(s): Andrew James
Parcel No. 82-4-222-124-0707
Assessment: \$74.14 (Pond Maintenance)

Name(s): Jean M. McGuire
Parcel No. 82-4-222-124-0709
Assessment: \$74.14 (Pond Maintenance)

Name(s): Wayne E. Dickerson
Parcel No. 82-4-222-124-0710
Assessment: \$74.14 (Pond Maintenance)

Name(s): Katherine M. Kowbel
Parcel No. 82-4-222-124-0711
Assessment: \$74.14 (Pond Maintenance)

Name(s): Miguel A. Escobedo and Cristine A.
Tassotti
Parcel No. 82-4-222-124-0713
Assessment: \$74.14 (Pond Maintenance)

Name(s): Maura Murphy
Parcel No. 82-4-222-124-0727
Assessment: \$74.14 (Pond Maintenance)

Name(s): Sean & Trisha Gaspar
Parcel No. 82-4-222-011-0137
Assessment: \$1,178.34 (Culvert)

Name(s): Alfred E. Mahaffy Family Trust and
Marion S. Mahaffy Family Trust
Parcel No. 82-4-222-011-0060
Assessment: \$172.20 (Cut Weeds)

Name(s): Daniel F. Turk
Parcel No. 83-4-223-064-0340
Assessment: \$588.40 (Cut Weeds)

Name(s): Daniel F. Turk
Parcel No. 82-4-222-143-0190
Assessment: \$588.40 (Cut Weeds)

Owner Name	Mailing Address	Parcel No.	Description of Work Done	Amount	Administration Charge	TOTAL
Joseph A. & Lindsey R. Guzy	9621 13 th Street Kenosha, WI 53144	82-4-222-172-0040	Storm Tube Installation	\$2,987.80	\$44.14	\$3,031.94
Lester J. Hancock	2926 10 th Place Kenosha, WI 53140	82-4-222-124-0401	Pond Maintenance	\$30.00	\$44.14	\$74.14
John F. & Susan M. Ricchio	2714 10 th Place Kenosha, WI 53140	82-4-222-124-0408	Pond Maintenance	\$30.00	\$44.14	\$74.14
Ashutosh Srivastava	2704 10 th Place Kenosha, WI 53140	82-4-222-124-0409	Pond Maintenance	\$30.00	\$44.14	\$74.14
Charles E. & Mildred A. Chatman	1043 27 th Court Kenosha, WI 53140	82-4-222-124-0415	Pond Maintenance	\$30.00	\$44.14	\$74.14
Teresa M. & Richard Ochandategui	1049 25 th Avenue Kenosha, WI 53140	82-4-222-124-0428	Pond Maintenance	\$30.00	\$44.14	\$74.14
Ashley R. & John T. Meyer	2432 11 th Street Kenosha, WI 53140	82-4-222-124-0429	Pond Maintenance	\$30.00	\$44.14	\$74.14
Shane T. & Kelly J. Pederson	2418 11 th Street Kenosha, WI 53140	82-4-222-124-0430	Pond Maintenance	\$30.00	\$44.14	\$74.14
John D. & Lisa M. Savaglio	2410 11 th Street Kenosha, WI 53140	82-4-222-124-0431	Pond Maintenance	\$30.00	\$44.14	\$74.14
Randolph and Lisa Erickson Revocable Living Trust	2616 11 th Street Kenosha, WI 53140	82-4-222-124-0469	Pond Maintenance	\$30.00	\$44.14	\$74.14
Sparrows Trust	1136 22 nd Avenue, Unit 1 Kenosha, WI 3140	82-4-222-124-0501	Pond Maintenance	\$30.00	\$44.14	\$74.14
Gerald D. and Barbara J. Trimark Revocable Trust	2601 11 th Street, Unit 19 Kenosha, WI 53140	82-4-222-124-0523	Pond Maintenance	\$30.00	\$44.14	\$74.14
Shannon Boyer	1107 27 th Avenue, Unit 25 Kenosha, WI 53140	82-4-222-124-0529	Pond Maintenance	\$30.00	\$44.14	\$74.14
Christopher C. Smith	1106 27 th Avenue, Unit 27 Kenosha, WI 53140	82-4-222-124-0531 <small>238 of 248</small>	Pond Maintenance	\$30.00	\$44.14	\$74.14

Owner Name	Mailing Address	Parcel No.	Description of Work Done	Amount	Administration Charge	TOTAL
Deborah L. Strecker	1104 27 th Avenue, Unit 28 Kenosha, WI 53140	82-4-222-124-0532	Pond Maintenance	\$30.00	\$44.14	\$74.14
Raymond M. Radigan	2827 11 th Street, Unit 33 Kenosha, WI 53140	82-4-222-124-0537	Pond Maintenance	\$30.00	\$44.14	\$74.14
Dimitrios Piliouras	2515 11 th Place, Unit 101 Kenosha, WI 53140	82-4-222-124-0601	Pond Maintenance	\$30.00	\$44.14	\$74.14
Monica Anaya	2515 11 th Place, Unit 102 Kenosha, WI 53140	82-4-222-124-0602	Pond Maintenance	\$30.00	\$44.14	\$74.14
Ronald J. Viroglio	2520 11 th Place, Unit 201 Kenosha, WI 53140	82-4-222-124-0613	Pond Maintenance	\$30.00	\$44.14	\$74.14
Kyle Hettermann	2520 11 th Place, Unit 207 Kenosha, WI 53140	82-4-222-124-0619	Pond Maintenance	\$30.00	\$44.14	\$74.14
Luigi Gabriele	2520 11 th Place, Unit 212 Kenosha, WI 53140	82-4-222-124-0624	Pond Maintenance	\$30.00	\$44.14	\$74.14
William E. Smith	1856 21 st Avenue Kenosha, WI 53140	82-4-222-124-0630 2645 11 th Place #306	Pond Maintenance	\$30.00	\$44.14	\$74.14
Bethann E. Navarrette Felipe Navarrette, Jr.	2645 11 th Place, Unit 308 Kenosha, WI 53140	82-4-222-124-0632	Pond Maintenance	\$30.00	\$44.14	\$74.14
Leslile Horn	2660 11 th Place, Unit 401 Kenosha, WI 53140	82-4-222-124-0637	Pond Maintenance	\$30.00	\$44.14	\$74.14
Daisy Strickland Lisa R. Gross	2660 11 th Place, Unit 406 Kenosha, WI 53140	82-4-222-124-0642	Pond Maintenance	\$30.00	\$44.14	\$74.14
Christina Fapso	2660 11 th Place, #408 Kenosha, WI 53140	82-4-222-124-0644	Pond Maintenance	\$30.00	\$44.14	\$74.14
Elizabeth Rael Ecklor	2660 11 th Place, #412 Kenosha, WI 53140	82-4-222-124-0648	Pond Maintenance	\$30.00	\$44.14	\$74.14
Shannon Gitzlaff	2750 11 th Place, Unit 505 Kenosha, WI 53140	82-4-222-124-0653 239 of 248	Pond Maintenance	\$30.00	\$44.14	\$74.14

Owner Name	Mailing Address	Parcel No.	Description of Work Done	Amount	Administration Charge	TOTAL
Tyler Huss	2750 11 th Place, Unit 506 Kenosha, WI 53140	82-4-222-124-0654	Pond Maintenance	\$30.00	\$44.14	\$74.14
Tiffany A. Reid	2750 11 th Place, Unit 507 Kenosha, WI 53140	82-4-222-124-0656	Pond Maintenance	\$30.00	\$44.14	\$74.14
Nicole D. Winberg	2880 11 th Place, #602 Kenosha, WI 53140	82-4-222-124-0662	Pond Maintenance	\$30.00	\$44.14	\$74.14
Laurine A. Edwards	2880 11 th Place, Unit 603 Kenosha, WI 53140	82-4-222-124-0663	Pond Maintenance	\$30.00	\$44.14	\$74.14
Katherine L. Scamihorn	2880 11 th Place, Unit 609 Kenosha, WI 53140	82-4-222-124-0669	Pond Maintenance	\$30.00	\$44.14	\$74.14
Jason R. & Jennifer L. Zapf	2880 11 th Place #612 Kenosha, WI 53140	82-4-222-124-0672	Pond Maintenance	\$30.00	\$44.14	\$74.14
Michael L. Aasen	2825 11 th Place, Unit 701 Kenosha, WI 53140	82-4-222-124-0673	Pond Maintenance	\$30.00	\$44.14	\$74.14
Paris Gabbana	2825 11 th Place, Unit 705 Kenosha, WI 53140	82-4-222-124-0677	Pond Maintenance	\$30.00	\$44.14	\$74.14
Emma A. Oster	2825 11 th Place, Unit 707 Kenosha, WI 53140	82-4-222-124-0679	Pond Maintenance	\$30.00	\$44.14	\$74.14
Maria E. Kaprelian	2775 11 th Place, Unit 801 Kenosha, WI 53140	82-4-222-124-0685	Pond Maintenance	\$30.00	\$44.14	\$74.14
Federal National Mortgage Association	P.O. Box 650043 Dallas, TX 75265	82-4-222-124-0688 2775 11 th Pl, Unit 804	Pond Maintenance	\$30.00	\$44.14	\$74.14
Howard Vendrell	4100 W. Hillcrest Dr, Apt. 115 Greenfield, WI 53221	82-4-222-124-0689 2775 11 th Pl, Unit 805	Pond Maintenance	\$30.00	\$44.14	\$74.14
Karen Angelici	3611 Blossom Dr Mount Pleasant, WI 53406	82-4-222-124-0692 2775 11 th Place, #808	Pond Maintenance	\$30.00	\$44.14	\$74.14
Ma Elena Aniog Nelson T. Aniog	2775 11 th Place, Unit 811 Kenosha, WI 53140	82-4-222-124-0695 240 of 248	Pond Maintenance	\$30.00	\$44.14	\$74.14

Owner Name	Mailing Address	Parcel No.	Description of Work Done	Amount	Administration Charge	TOTAL
Steven & Adrienne Niemi	2705 11 th Place, Unit 907 Kenosha, WI 53140	82-4-222-124-0703	Pond Maintenance	\$30.00	\$44.14	\$74.14
Erin R. Lachenschmidt	2705 11 th Place, Unit 907 Kenosha, WI 53140	82-4-222-124-0704	Pond Maintenance	\$30.00	\$44.14	\$74.14
Michael Elst	2705 11 th Place, Unit 909 Kenosha, WI 53140	82-4-222-124-0705	Pond Maintenance	\$30.00	\$44.14	\$74.14
Andrew James	2705 11 th Place #911 Kenosha, WI 53140	82-4-222-124-0707	Pond Maintenance	\$30.00	\$44.14	\$74.14
Jean M. McGuire	2425 11 th Place, Unit 1001 Kenosha, WI 53140	82-4-222-124-0709	Pond Maintenance	\$30.00	\$44.14	\$74.14
Wayne E. Dickerson	2425 11 th Place #1002 Kenosha, WI 53140	82-4-222-124-0710	Pond Maintenance	\$30.00	\$44.14	\$74.14
Katherine M. Kowbel	2425 11 th Place, Unit 1003 Kenosha, WI 53140	82-4-222-124-0711	Pond Maintenance	\$30.00	\$44.14	\$74.14
Miguel A. Escobedo and Cristine A. Tassotti	2425 11 th Place, Unit 1005 Kenosha, WI 53140	82-4-222-124-0713	Pond Maintenance	\$30.00	\$44.14	\$74.14
Maura Murphy	2430 11 th Place, Unit 1303 Kenosha, WI 53140	82-4-222-124-0727	Pond Maintenance	\$30.00	\$44.14	\$74.14
Sean & Trisha Gaspar	176 28 th Avenue Racine, WI 53403	82-4-222-011-0137	Culvert	\$1,134.20	\$44.14	\$1,178.34
Alfred E. Mahaffy Family Trust Marion S. Mahaffy Family Trust	1727 27 th Street Kenosha, WI 53140	82-4-222-011-0060 145 26 th Avenue	Cut Weeds	\$128.06	\$44.14	\$172.20
Daniel F. Turk	Turk Trust 3538 19 th Avenue Kenosha, WI 53140	83-4-223-064-0340 914 7 th Street	Cut Weeds	\$544.26	\$44.14	\$588.40
Daniel F. Turk	Turk Trust 3538 19 th Avenue Kenosha, WI 53140	82-4-222-143-0190 17 th Street	Cut Weeds	\$544.26	\$44.14	\$588.40

Owner Name	Mailing Address	Parcel No.	Description of Work Done	Amount	Administration Charge	TOTAL
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\$1,500.00 – Attorney Fees
700.00 – Publication cost (est)
62.70 – Postage = 57¢ x 55 x 2
165.00 – Administrative Fee = \$3 x 55
\$2,427.70 ÷ 55 = **\$44.14** ea. property



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

MEETING DATE: October 11th, 2022

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #17 Action on proposed vacation of easement on Somers Owner LLC and Somers Owner II LLC (Becknell) property located on tax parcel# 82-4-222-183-0201

BACKGROUND:

In 2020 the Village secured a permanent utility easement from the Warntjes family on tax parcel# 82-4-222-183-0201 as a part of the sewer project west of the subcontinental divide. This parcel was evidentially sold to Becknell Industries. This parcel will be phase II of their proposed warehouse/industrial project. The original easement runs through a portion of the middle of the parcel. The sewer was constructed further to the east nearer to the east property line.

As this easement will need to be moved, Becknell has requested that the current easement be vacated. Without said vacation they would not be able to build their portions of their Phase II as the easement runs through a portion of the middle of their property. Becknell will be either granting a new permanent easement. In the alternative they will be providing a new CSM when Phase II is submitted as they have to dedicate the new roadway. This issue could be resolved at this time, but due to the fact they do not a definite timeframe for Phase II, they agree that it makes sense to deal with the easement separately.

PRIOR ACTION TAKEN:

This matter was review and discussed at our October 4th Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Attorney Davison has updated the vacation of easement to reference to the fee owners of the land, Somers Owners LLC and Somers Owner II LLC. Engineering and Administration would recommend the approval of the proposed vacation of the Village's

easement tax parcel# 82-4-222-183-0201. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to approve proposed vacation of easement on Somers Owner LLC and Somers Owner II LLC (Becknell) property located on tax parcel# 82-4-222-183-0201”

ATTACHMENTS:

Original Easement

Proposed Vacation of Easement

VACATION OF EASEMENT

Document Number

Document Title

WHEREAS, Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereinafter referred to as "Village" has received a request from Somers Owner LLC, a foreign Limited Liability Company, and Somers Owner II LLC, a foreign Limited Liability Company, hereinafter referred to collectively as "Owners", to vacate that certain Permanent Limited Easement which was recorded in the office of the Register of Deeds for Kenosha County on January 20, 2021, as Document No. 1888726 and which is located on the parcel owned by Owners and described with more particularity hereafter.

WHEREAS, Owners are the owners of the property described on Exhibit "A".

NOW, THEREFORE, the Village hereby consents to the vacation of the Permanent Limited Easement described immediately above pursuant to §236.293 of the Wisconsin Statutes. This vacation of the Permanent Limited Easement was authorized by a unanimous vote of the Village Board of the Village of Somers, Kenosha County, Wisconsin, which took place at a duly noticed and convened meeting of the Village Board of Trustees at which a quorum was present on the 11th day of October, 2022.

Recording Area

Name and Return Address

Davison Law Office, Ltd.
1207 55th Street
Kenosha, WI 53140

Part of 82-4-222-192-0100

Parcel Identification Number (PIN)
82-4-222-183-0201

IN WITNESS WHEREOF, each party to this instrument has caused it to be executed at Somers, Wisconsin, on the date indicated above.

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, as President and Brandi Baker, as Clerk/Treasurer of the Village of Somers, to me known to be the persons who executed this instrument and acknowledged the same.

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

This instrument was drafted by:

Attorney Jeffrey J. Davison
DAVISON LAW OFFICE, LTD.

EXHIBIT "A"

Lot 1 of Certified Survey Map No. 3002 being recorded in the Kenosha County Register of Deeds office on 6th day of January, 2022, as Document No. 1871663, being a part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 and the Southeast 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 18, Township 2 North, Range 22 East, Village of Somers, Kenosha County, Wisconsin.

Parcel No. 82-4-222-183-0201

DAVISON LAW OFFICE, LTD.

1207 55th Street, Kenosha, Wisconsin 53140

Telephone No. (262) 657-5165 Fax No. (262) 657-5517 Email: dmltd@sbcglobal.net

Parcel Number 82-4-222-192-0100

30' Permanent Utility Easement

Being part of the Northwest $\frac{1}{4}$ of Section 19, Town 2 North, Range 22 East, in the Village of Somers, Kenosha, County, Wisconsin, Described as follows:

Beginning at the North $\frac{1}{4}$ Corner of Section 19;
Thence South $01^{\circ}43'12''$ East along the East line of the Northwest $\frac{1}{4}$ of Section 19, 1208.81 feet;
Thence South $87^{\circ}43'11''$ West, 30.00 feet;
thence North $01^{\circ}43'12''$ West, 1208.81 feet to a point on the North line of the Northwest $\frac{1}{4}$ of Section 19;
Thence North $87^{\circ}43'11''$ East along the North line of the Northwest $\frac{1}{4}$ of Section 19, 30.00 feet to the Point of Beginning of this description.

Said easement containing 36,264 square feet (0.833 Acres).

20' Temporary Construction Easement

Being part of the Northwest $\frac{1}{4}$ of Section 19, Town 2 North, Range 22 East, in the Village of Somers, Kenosha, County, Wisconsin, Described as follows:

Commencing at the North $\frac{1}{4}$ Corner of Section 19;
Thence South $87^{\circ}43'11''$ West along the North line of the Northwest $\frac{1}{4}$ of Section 19, 30.00 feet to the Point of Beginning of this description;
Thence continuing South $87^{\circ}43'11''$ West along the North line of the Northwest $\frac{1}{4}$ of Section 19, 20.00 feet;
Thence South $01^{\circ}43'12''$ East, 1208.81 feet;
Thence North $87^{\circ}43'11''$ East, 20.00 feet;
Thence North $01^{\circ}43'12''$ West, 1208.81 feet to the Point of Beginning of this description.

Said easement containing 24,176 square feet (0.555 Acres).

DAVISON LAW OFFICE, LTD.

1207 55th Street, Kenosha, Wisconsin 53140

Telephone No. (262) 657-5165 Fax No. (262) 657-5517 Email: dmltd@sbcglobal.net