

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

**Village Board Meeting
Agenda
Tuesday, January 10th, 2023
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 December 13 th , 2022, Vouchers dated December 15 th , 2022, December 22 nd , 2022, December 29 th , 2022, January 5 th , 2023
4	Correspondence:
5	Citizens Comments
6	President and Trustee Comments
7	<p>Plan Commission Recommendation (Turn Key Real Estate, LLC):</p> <p>a. Action on request by: Turn Key Real Estate, LLC, 9815 15th Street, Kenosha, WI 53144 (Owner), Jon Oelke, 9815 15th Street, Kenosha, WI 53144 (Agent), for approval of a Certified Survey Map (dated October 10, 2022 by Jeffrey K. Rampart of J.K.R. Surveying, Inc.) to create one (1) 22,045 sq. ft. Lot and one (1) 15,000 sq. ft. Lot from Tax Parcel #82-4-222-162-0125, Part of the Northwest Quarter of Section 16, Township 2 North, Range 22 East, Village of Somers. <i>(For informational purposes only, this property is located at 8311 12th Street)</i></p> <p>b. Action on proposed Development Agreement between the Village of Somers and Turn Key Real Estate, LLC</p>
8	<p>Plan Commission Recommendation (Archives and Armory)</p> <p>a. Action on request by: Archives and Armory PMML Wisconsin LLC, 104 S Michigan Ave Ste 500, Chicago, IL 60603 (Owner), Mark Wershay,</p>

	<p>Zimmerman Architectural Studios, Inc., 2122 West Mt. Vernon Ave., Milwaukee, WI 53233 (Agent), for site plan and exterior fenestration review on Tax Parcel #82-4-222-181-0201, located in the NE 1/4 of Section 18, T2N, R22E, Village of Somers. <i>(For informational purposes only, this property is located at 10475 12th Street, with the project being located on East Frontage Road)</i></p> <p>b. Action on proposed Development Agreement between the Village of Somers and Archives and Armory PMML Wisconsin LLC for “Firearms Education Center”</p>
9	Action on proposed Ordinance 2023-001, An Ordinance to Create Section 18.53 of the Code of Ordinances of the Village of Somers Relating to Comprehensive Plan
10	Action on Change Order #2 from PTS Contractors, Inc. for Water Main West of the Subcontinental Divide– Phase 1
11	Discussion and possible action on request for Final Payment from PTS Contractors, Inc. in the amount of \$10,000.00 for the Water Main West of the Subcontinental Divide– Phase 1
12	Action on Change Order #2 from PTS Contractors, Inc. for the Sanitary Sewer West of the Divide– Phase 1
13	Discussion and possible action on request for Final Payment from PTS Contractors, Inc. in the amount of \$69,222.67 for the Sanitary Sewer West of the Divide– Phase 1
14	Approval of Operator’s Licenses: Shane Stankovitch, Marissa Chon, Leeann Greene, and Mikel Siphaxay
15	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the January 10th, 2023 Village Board Meeting & Agenda in 1 public place & on the Village website.

Dated this 6th day of January 2023

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 November 22, 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, Jack Aupperle, Joe Smith, Ben Harbach, Jackie Nelson and Karl Ostby. Also present: Administrator Jason Peters, Clerk/Treasurer Brandi Baker, and Attorney Jeff Davison.

Consent and Approval of Minutes of Regular meetings on November 22, 2022, Special Meeting November 29, 2022. Vouchers dated November 24, 2022, December 1, 2022, and December 8, 2022

Trustee Ostby moved to approve the minutes of Regular meetings on November 22, 2022, Special Meeting November 29, 2022. Vouchers dated November 24, 2022, December 1, 2022, and December 8, 2022

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

Correspondence

None

Citizen Comments

Amanda Nedweski 3814 114th Pl Pleasant Prairie, WI. Introduced herself as the County Board Supervisor, District 16 and Wisconsin State Assembly District 61. Grew up in the City of Kenosha, was a resident of Somers for 14 years before moving the Pleasant Prairie. Encouraged Board members to reach out to her anytime.

President and Trustee Comments

President Stoner wished everyone a Merry Christmas and thanked the Staff for a great year.

Trustee Nelson wished everyone a Merry Christmas and thanked the Staff. Inquired about any update on the Zipcode.

Trustee Sinnen wished everyone Happy Holidays.

Trustee Aupperle reminded everyone about the staff lunch on December 22nd.

Trustee Ostby discussed his lunch with Tipp McGuire and Amanda Nedweski where they discussed Shared Revenue and the Levy formula.

Trustee Harbach wished everyone Happy Holidays.

Trustee Smith wished everyone a Merry Christmas and thanked the staff and reminded everyone to stay safe.

Action on request for partial payment #4 from Willkomm Excavating & Grading, Inc. in the amount of \$13,021.12 for work on 2022 Water Mains (Becknell & First Park 94)

Trustee Sinnen moved to approve request for partial payment #4 from Willkomm Excavating & Grading, Inc. in the amount of \$13,021.12 for work on 2022 Water Mains (Becknell & First Park 94)

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

Action on change order #2 from Willkomm Excavating & Grading, Inc. in the amount of \$23,433.55 for work on 2022 Water Mains (Becknell & First Park 94)

Trustee Aupperle moved to approve change order #2 from Willkomm Excavating & Grading, Inc. in the amount of \$23,433.55 for work on 2022 Water Mains (Becknell & First Park 94)

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

Discussion and Action on request for partial payment #1 from Globe Contractors, Inc. in the amount of \$433,124.00 for Flint 94 Commerce Center Offsite Public Utility Plans

Trustee Nelson moved to approve request for partial payment #1 from Globe Contractors, Inc. in the amount of \$433,124.00 for Flint 94 Commerce Center Offsite Public Utility Plans

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

Action on proposed Collective Bargaining Agreement between the Village of Somers and the Somers Professional Firefighters IAFF Local 4831, agreement to commence January 1, 2023 and shall be effective through December 31, 2025

Trustee Sinnen moved to approve proposed Collective Bargaining Agreement between the Village of Somers and the Somers Professional Firefighters IAFF Local 4831, agreement to commence January 1, 2023 and shall be effective through December 31, 2023

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

President Stoner commented on how great the bargaining discussion went. Thanked Chief Andersen for his hard work on this.

Discussion and possible action on request from Stream Realty for

the removal of the condition precedent stating that “Developer entering into a Memorandum of understanding with Kenosha County for the construction of offsite public infrastructure” from Stream Realty’s October 11th, 2022 approvals for rezoning, site plan and exterior fenestration, and developer’s agreement for 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”

Trustee Aupperle moved to approve the request Stream Realty for the removal of the condition precedent stating that “Developer entering into a Memorandum of understanding with Kenosha County for the construction of offsite public infrastructure” from Stream Realty’s October 11th, 2022 approvals for rezoning, site plan and exterior fenestration, and developer’s agreement for 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”

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

Trustee Harbach questioned if this is about the left in, right out access.

Adam Artz clarified that this is to simplify who is paying and doing what. The county wanted final plans and this cleans up language in developers agreement to induce the closing.

Trustee Nelson asked council if he had any comments.

Attorney Davison commented that either way they would have ended in the same place, this allows the Developers to be able to close.

Trustee Sinnen talked about the intersection and the driveway.

Action on request from Tyler and Deleen Nehls for Release of Conservation Easement on Tax Parcels # 83-4-223-064-0213 & 83-4-223-064-0214 (501-13th Avenue)

Trustee Ostby moved to approve the request from Tyler and Deleen Nehls for Release of Conservation Easement on Tax Parcels # 83-4-223-064-0213 & 83-4-223-064-0214 (501-13th Avenue)

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

Action on Ordinance No. 2022-022, An Ordinance to Create Sections 7.03(E), (F), (G), (H) and (I) of the Code of Ordinance of the Village of Somers Regarding No Parking

Trustee Harbach moved to waive first reading of Ordinance No. 2022-022.

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

Trustee Nelson moved to approve proposed Ordinance No. 2022-022, An Ordinance to Create Sections 7.03(E), (F), (G), (H) and (I) of the Code of Ordinance of the Village of Somers Regarding No Parking
Seconded by Trustee Aupperle. Motion carried. 7-0 vote.

Discussion and possible action on adding a onetime stipend for new full-time employees who were hired between June 1st, 2022 and August 1st, 2022 in amount of \$1000 each.

Trustee Sinnen moved to approve adding a one stipend for new full-time employees who were hired between June 1st, 2022 and August 1st, 2022 in amount of \$1000 each.

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

Administrator Peters explained that with staff turnover, this only increases the total by \$1,000.

Motion to convene in closed session per Wisconsin State Statute 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, specifically to review Assistant to the Administrator and Building Inspector.

Trustee Sinnen moved to convene in closed session per Wisconsin State Statute 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, specifically to review Assistant to the Administrator and Building Inspector and to include Administrator Peters and Clerk Brandi.

Seconded by Trustee Nelson.

ROLL CALL: Nelson aye, Sinnen aye, Stoner aye, Aupperle aye, Ostby aye, Harbach aye, Smith aye. Motion carried. 7-0 vote.

Reconvene in Open Session (Roll call vote required)

Trustee Sinnen moved to reconvene into open session at 6:33 pm. Seconded by Trustee Nelson.

ROLL CALL: Nelson aye, Sinnen aye, Stoner aye, Aupperle aye, Ostby aye, Harbach aye, Smith aye. Motion carried. 7-0 vote.

The Village Board reserves the right to take action on items discussed in Closed Session

Trustee Nelson moved to allow Administrator Peters to hire Kevin Poirier as Assistant to Administrator and initiate negotiations.

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

Approval of Operator's Licenses: Jennifer Vander Loop

Trustee Aupperle moved to approve the Operator Licenses: Jennifer Vander Loop

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

Adjourn

Trustee Aupperle moved to adjourn at 6:35 pm

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

Drafted this 14rd day of December by Brandi Baker Clerk/Treasurer

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

12/15/2022 04:10 PM
 User: jmartin
 DB: Somers

CHECK REGISTER FOR VILLAGE OF SOMERS
 CHECK DATE FROM 12/15/2022 - 12/15/2022

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
12/15/2022	POOL	61112	AIRONE	AIR ONE EQUIPMENT INC	1,381.00
12/15/2022	POOL	61113	AIR001	AIRGAS USA, LLC	350.70
12/15/2022	POOL	61114	AT&TMOB	AT&T MOBILITY	525.42
12/15/2022	POOL	61115	BAXTER	BAXTER & WOODMAN	3,282.50
12/15/2022	POOL	61116	CENTURYL	CENTURYLINK	13.16
12/15/2022	POOL	61117	SPECTRUM	CHARTER COMMUNICATIONS	139.98
12/15/2022	POOL	61118	EMEO01	EMERGENCY MEDICAL PRODUCTS INC	486.92
12/15/2022	POOL	61119	FS001	FIRST SUPPLY LLC	118.28
12/15/2022	POOL	61120	GENCOM	GENERAL COMMUNICATIONS INC	330.30
12/15/2022	POOL	61121	HWY001	HIGHWAY C SERVICE INC	134.58
12/15/2022	POOL	61122	REFUND BD	IDEAL MECHANICAL	608.00
12/15/2022	POOL	61123	KCSHERIF	KENOSHA CO SHERIFF DEPT	54,136.22
12/15/2022	POOL	61124	MEN001	MENARDS - RACINE	233.99
12/15/2022	POOL	61125	HAMM	ROBERT HAMM	315.00
12/15/2022	POOL	61126	KUPFER	ROBERT KUPFER	344.82
12/15/2022	POOL	61127	STAFFORD	STAFFORD ROSENBAUM LLP	416.50
12/15/2022	POOL	61128	WEE001	WE ENERGIES	169.21
12/15/2022	POOL	61129	WEE002	WE ENERGIES	1,762.40
12/15/2022	POOL	61130	WIL002	WIL-KIL PEST CONTROL	168.70
12/15/2022	POOL	61131	WILLEXCV	WILLKOMM EXCAVATING & GRADING	13,021.12

POOL TOTALS:

Total of 20 Checks:	77,938.80
Less 0 Void Checks:	0.00
Total of 20 Disbursements:	<u>77,938.80</u>

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
12/22/2022	POOL	61132	ACCURATE	ACCURATE PRINTING CO., INC	380.00
12/22/2022	POOL	61133	CORE	CORE & MAIN LP	2,961.39
12/22/2022	POOL	61134	DINGES	DINGES FIRE COMPANY	1,332.49
12/22/2022	POOL	61135	EME001	EMERGENCY MEDICAL PRODUCTS INC	335.69
12/22/2022	POOL	61136	GLOBE	GLOBE CONTRACTORS INC	433,124.00
12/22/2022	POOL	61137	HEARTLAND	HEARTLAND BUSINESS SYSTEMS LLC	1,227.33
12/22/2022	POOL	61138	MCDEVITTS	MCDEVITTS TOWING & REPAIR	130.00
12/22/2022	POOL	61139	NAP001	NAPA AUTO PARTS	110.17
12/22/2022	POOL	61140	PTS001	POMPS TIRE SERVICE INC	154.02
12/22/2022	POOL	61141	QUADIENT	QUADIENT FINANCE USA INC	503.05
12/22/2022	POOL	61142	ROOT-PIKE	ROOT-PIKE WATERSHED INITIATIVE NTWK	2,337.00
12/22/2022	POOL	61143	SHI001	SHERWIN INDUSTRIES INC	5,250.00
12/22/2022	POOL	61144	ULINE	ULINE	51.00
12/22/2022	POOL	61145	WEE001	WE ENERGIES	531.57
12/22/2022	POOL	61146	WEE001	WE ENERGIES	3,091.55
12/22/2022	POOL	61147	WIL002	WIL-KIL PEST CONTROL	52.70

POOL TOTALS:

Total of 16 Checks:

451,571.96

Less 0 Void Checks:

0.00

Total of 16 Disbursements:

451,571.96

12/28/2022 02:52 PM
User: jmartin
DB: Somers

CHECK REGISTER FOR VILLAGE OF SOMERS
CHECK DATE FROM 12/29/2022 - 12/29/2022

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
12/29/2022	POOL	61151	HOP001	ANDREA & ORENDORFF LLP	312.00
12/29/2022	POOL	61152	KREYE	ANDREW KREYE	1,604.10
12/29/2022	POOL	61153	BAKER	BRANDI BAKER	129.87
12/29/2022	POOL	61154	SPECTRUM	CHARTER COMMUNICATIONS	344.16
12/29/2022	POOL	61155	SPECTRUM	CHARTER COMMUNICATIONS	21.90
12/29/2022	POOL	61156	KEHRER	DAN KEHRER	189.90
12/29/2022	POOL	61157	EME001	EMERGENCY MEDICAL PRODUCTS INC	233.55
12/29/2022	POOL	61158	GAT001	GATEWAY TECHNICAL COLLEGE	4,522.76
12/29/2022	POOL	61159	PETERS	JASON PETERS	62.01
12/29/2022	POOL	61160	MEN001	MENARDS - RACINE	67.19
12/29/2022	POOL	61161	RPF-SOMERS	RPF-SOMERS MULTI FAMILY LLC	257,762.00
12/29/2022	POOL	61162	USPOST	US POSTMASTER	441.19
12/29/2022	POOL	61163	USA001	USABLUBOOK	4,922.87
12/29/2022	POOL	61164	WEE001	WE ENERGIES	29.31

POOL TOTALS:

Total of 14 Checks:	270,642.81
Less 0 Void Checks:	0.00
Total of 14 Disbursements:	<u>270,642.81</u>

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
01/05/2023	POOL	61165	BRUM	ANN BRUMBACK	52.46
01/05/2023	POOL	61166	AT&T001	AT&T	115.44
01/05/2023	POOL	61167	AT&T001	AT&T	264.72
01/05/2023	POOL	61168	TRI-VISA	CARDMEMBER SERVICE	323.35
01/05/2023	POOL	61169	CDWGOV	CDW GOVERNMENT	981.00
01/05/2023	POOL	61170	EHLERS	EHLERS 2023 WI PUBLIC FINANCE SMNR	190.00
01/05/2023	POOL	61171	EHLERS	EHLERS 2023 WI PUBLIC FINANCE SMNR	190.00
01/05/2023	POOL	61172	EMC	EMC INSURANCE COMPANIES	24,497.60
01/05/2023	POOL	61173	STO001	GEORGE STONER	319.03
01/05/2023	POOL	61174	KEN002	KENOSHA COUNTY TREASURER	750.54
01/05/2023	POOL	61175	KWDD01	KENOSHA WATER UTILITY	30,086.25
01/05/2023	POOL	61176	RPF-SOMOUTL	RPF-SOMERS OUTLOTS,LLC	257,762.00
01/05/2023	POOL	61177	TKITZ	TIMOTHY KITZMAN	24.25
01/05/2023	POOL	61178	TITAN	TITAN PUBLIC SAFETY SOLUTIONS	4,489.00
01/05/2023	POOL	61179	WEE001	WE ENERGIES	7,405.42
01/05/2023	POOL	61180	WICOURT	WI COURT FINES & SURCHARGES	2,181.54
01/05/2023	POOL	61181	WIL002	WIL-KIL PEST CONTROL	116.00

POOL TOTALS:

Total of 17 Checks:	329,748.60
Less 0 Void Checks:	0.00
Total of 17 Disbursements:	<u>329,748.60</u>

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

MEETING DATE: January 10th, 2023

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #7 Plan Commission Recommendation (Turn Key Real Estate, LLC):

- a. Action on request by: Turn Key Real Estate, LLC, 9815 15th Street, Kenosha, WI 53144 (Owner), Jon Oelke, 9815 15th Street, Kenosha, WI 53144 (Agent), for approval of a Certified Survey Map (dated October 10, 2022 by Jeffrey K. Rampart of J.K.R. Surveying, Inc.) to create one (1) 22,045 sq. ft. Lot and one (1) 15,000 sq. ft. Lot from Tax Parcel #82-4-222-162-0125, Part of the Northwest Quarter of Section 16, Township 2 North, Range 22 East, Village of Somers. (*For informational purposes only, this property is located at 8311 12th Street*)
- b. Action on proposed Development Agreement between the Village of Somers and Turn Key Real Estate, LLC

BACKGROUND:

The former owners of the property located at 8311 12th Street had met with Village over the past few years in regard to the possibility of splitting their large lot into two. The northern lot would consist of the home and the southern lot would remain vacant for possible development. The Board approved a proposed CSM to accomplish this in 2018, but the former owners never recorded the document. In 2022, the former owners approached the Village to revisit the lot split. Their intention was to sell to a new owner, Turn Key Real Estate, LLC, that would split the lot. This Fall Administration and Planning met with Turn Key to go over the procedure to accomplish the lot split. The lot has now been purchased by Turn Key and they have submitted the proper materials for the proposed lot split.

As noted in Planner Godshall's memo, the proposed CSM shows an existing shed that straddles the proposed lot line. The CSM approved in 2018 included a note that allowed

the owner 6 months to remove the shed. This arrangement was discussed with the former owners and Turn Key. The new proposed CSM includes a note stating: “*Shed to be moved no later than 6/1/23 per Somers Village Agreement”. Attorney Davison has also memorialized this arrangement in the proposed Development Agreement.

PRIOR ACTION TAKEN:

The Plan Commission heard the above-mentioned request at their December 12th meeting. No major issues were raised. The Plan Commission’s recommendation (7-0) was to approve the request to split the lot into two parcels through the proposed CSM.

The Board reviewed and discussed this matter at our January 3rd Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Staff would recommend approval of the proposed CSM and development agreement. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

7a

“Motion to approve request by: Turn Key Real Estate, LLC, 9815 15th Street, Kenosha, WI 53144 (Owner), Jon Oelke, 9815 15th Street, Kenosha, WI 53144 (Agent), for approval of a Certified Survey Map (dated October 10, 2022 by Jeffrey K. Rampart of J.K.R. Surveying, Inc.) to create one (1) 22,045 sq. ft. Lot and one (1) 15,000 sq. ft. Lot from Tax Parcel #82-4-222-162-0125, Part of the Northwest Quarter of Section 16, Township 2 North, Range 22 East, Village of Somers, subject to the following conditions:

1. *Revising the CSM to address review comments from Village Planning dated November 23rd, 2022;*
2. *Execution of a Development Agreement between the Village of Somers and Turn Key Real Estate, LLC*

7b

“Motion to approve proposed Development Agreement between the Village of Somers and Turn Key Real Estate, LLC”

ATTACHMENTS:

Planning Memo dated 11.23.2022

Planning Commission Minutes 12.12.2022 – Highlighted

Turn Key Application for Land Division

Turn Key Warranty Deed

Turn Key Proposed CSM

Turn Key Department of Administration Review Letter

Turn Key Proposed Development Agreement



COUNTY OF KENOSHA

Division of Planning & Development

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

TO: Village of Somers Plan Commission
FROM: Luke Godshall, Kenosha County Planning & Development
RPT DATE: November 23, 2022
MTG DATE: December 12, 2022
APPLN DATE: October 24, 2022
RE: Turn Key Real Estate, LLC – Certified Survey Map

BACKGROUND:

1. Petitioner/Agent: Jon Oelke
2. Property Owner: Turn Key Real Estate, LLC
3. Location/Address: 8311 12th St., Kenosha, WI 53144
4. Tax key Number: 82-4-222-162-0125
5. Area: 0.99 acres
6. Existing Zoning: R-4 Urban Single-Family Residential District
7. Proposed Zoning: N/A
8. Future Land Use: Mixed Use

OVERVIEW:

The Petitioner proposes to subdivide the existing single-family residential parcel into two (2) parcels. One parcel would retain the existing home and detached garage, while the other would be a vacant buildable parcel. The land division does not require any rezoning action, as the proposed Lots of the CSM would meet the required minimum lot sizes of the R-4 zoning district (15,000 sq. ft. lot area & 90' of width). This CSM was proposed by the former property owner (Green) back in 2018 and was approved by the Plan Commission and Village Board, but the owner never followed through to record the CSM in the Register of Deeds office.

PLANNER COMMENTS:

The proposed Lots of the CSM would remain zoned R-4 Urban Single-Family Residential District, since each Lot is shown to meet the minimum lot area and width requirements for the district.

The proposed CSM shows an existing shed that straddles the proposed lot line between Lots 1 and 2. When this CSM was approved back in 2018, the Village agreed to allow a period of time (approximately 6 months) for the shed to be removed or relocated after recordation of the CSM, with a note added to the face of the CSM indicating the date by which shed removal or relocation was to occur. The submitted CSM does include an updated note stating: “*Shed to be moved no later than 6/1/23 per Somers Village Agreement”. It is suggested this note be updated to indicate that the shed is to be moved onto Lot 1 or removed. The shed cannot be moved onto Lot 2 because the zoning ordinance prohibits accessory structures from being located on parcels without the existence of a principal structure (house). If the shed is moved onto Lot 1, it would need to be located at least 5' from the side and rear lot lines to comply with zoning ordinance regulations for accessory structures.



COUNTY OF KENOSHA

Division of Planning & Development

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

STAFF RECOMMENDATION:

Should the Plan Commission choose to recommend approval of this CSM, staff would recommend the following conditions:

1. Subject to revising the CSM to address forthcoming review comments from the Wisconsin Department of Administration.
2. Subject to making the following revisions to the CSM:
 - a) Label the right-of-way areas of CTH E/12th Street and 12th Place as “Dedicated for Public Road Purposes”.
 - b) Revise the note regarding the shed to read: “**Shed to be moved onto Lot 1 or removed by no later than 6/1/23, per agreement with Village of Somers**”.
 - c) In the Surveyor’s statement on Sheet Two of Two, remove reference to complying with the “Kenosha County Subdivision Control Ordinance” (this CSM is only required to comply with the Village of Somers Land Division and Platting Control Ordinance).
3. Subject to sending an electronic copy of the revised CSM showing the aforementioned changes to the Kenosha County Department of Planning and Development office to receive sign-off prior to the surveyor preparing the recordable CSM document for signatures. The county contact is Luke Godshall who can be contacted at: luke.godshall@kenoshacounty.org.
4. No land division shall be recorded if any portion or part of the parent parcel has any unpaid taxes or outstanding special assessments without prior approval of the local and Kenosha County Treasurer.
5. Subject to the Certified Survey Map (CSM) being recorded with the Kenosha County Register of Deeds within twelve (12) months of receiving approval from the Somers Village Board.



**Village of Somers
Proceeding from the Village Plan Commission Meeting
December 12, 2022**

1. Call to Order

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

Present: Chairman George Stoner, as well as Commissioners Aiello, Gardinier, Boxx, Lee, Grimes, and Fredrick.

Staff Present in person: Administrator Jason Peters, Clerk/Treasurer Brandi Baker, and Fire Chief Ben Andersen.

Kenosha County Planners: Luke Godshall

2. Pledge of Allegiance

Chairman Stoner led everyone in stating the Pledge of Allegiance.

3. Approve Minutes of June 13, 2022

Commissioner Boxx moved to approve to the Minutes from the October 10, 2022 Meeting. Seconded by Commissioner Fredric. Motion carried. 6-0 vote.

4. Correspondence

None

5. Citizen Comments

None.

6. Land Division (Certified Survey Map):

Discussion and Action on Request by: Turn Key Real Estate, LLC, 9815 15th Street, Kenosha, WI 53144 (Owner), Jon Oelke, 9815 15th Street, Kenosha, WI 53144 (Agent), requests approval of a Certified Survey Map (dated October 10, 2022 by Jeffrey K. Rampart of J.K.R. Surveying, Inc.) to create one (1) 22,045 sq. ft. Lot and one (1) 15,000 sq. ft. Lot from Tax Parcel #82-4-222-162-0125, Part of the Northwest Quarter of Section 16, Township 2 North, Range 22 East, Village of Somers.

Commissioner Boxx moved to approve the request by Turn Key Real Estate, LLC, 9815 15th Street, Kenosha, WI 53144 (Owner), Jon Oelke, 9815 15th Street, Kenosha, WI 53144 (Agent), requests approval of a Certified Survey Map (dated October 10, 2022 by Jeffrey K. Rampart of

J.K.R. Surveying, Inc.) to create one (1) 22,045 sq. ft. Lot and one (1) 15,000 sq. ft. Lot from Tax Parcel #82-4-222-162-0125, Part of the Northwest Quarter of Section 16, Township 2 North, Range 22 East, Village of Somers.

Seconded by Commissioner Fredrick. Motion carried 7-0 vote.

7. Comp. Plan Amendment:

Public Hearing and Action on Request by: GRACE35 LLC, 8315 18th St, Kenosha, WI 53144 (Owner), William A. Morris, 5313 87th Pl., Pleasant Prairie, WI 53158 (Agent), requests an amendment to the land use plan map for the Village of Somers (Map 80) as adopted in the Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035 from "Mixed Use" to "Governmental and Institutional", on Tax Parcel #82-4-222-161-0106, located in the NE 1/4 of Section 16, T2N, R22E, Village of Somers.

Chairman Stoner open the public hearing at 5:34 p.m.

No Discussion

Chairman Stoner closed the public hearing at 5:34 p.m.

Commissioner Boxx moved to approve the request by GRACE35 LLC, 8315 18th St, Kenosha, WI 53144 (Owner), William A. Morris, 5313 87th Pl., Pleasant Prairie, WI 53158 (Agent), requests an amendment to the land use plan map for the Village of Somers (Map 80) as adopted in the Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035 from "Mixed Use" to "Governmental and Institutional", on Tax Parcel #82-4-222-161-0106, located in the NE 1/4 of Section 16, T2N, R22E, Village of Somers.

Seconded by Commissioner Fredrick. Motion carried 7-0 vote.

8. Rezone:

Public Hearing and Action on Request by: GRACE35 LLC, 8315 18th St, Kenosha, WI 53144 (Owner), William A. Morris, 5313 87th Pl., Pleasant Prairie, WI 53158 (Agent), requests a rezoning from B-2 Community Business Dist. to I-1 Institutional Dist., on Tax Parcel #82-4-222-161-0106, located in the NE 1/4 of Section 16, T2N, R22E, Village of Somers.

Chairman Stoner open the public hearing at 5:35 p.m.

No Discussion

Chairman Stoner closed the public hearing at 5:35 p.m.

Commissioner Boxx moved to approve the request by GRACE35 LLC, 8315 18th St, Kenosha, WI 53144 (Owner), William A. Morris, 5313 87th Pl., Pleasant Prairie, WI 53158 (Agent), requests a rezoning from B-2 Community Business Dist. to I-1

Institutional Dist., on Tax Parcel #82-4-222-161-0106, located in the NE 1/4 of Section 16, T2N, R22E, Village of Somers.

Seconded by Commissioner Fredrick. Motion carried 7-0 vote.

9. Site Plan Review & Exterior Fenestration:

Action on Request by: GRACE35 LLC, 8315 18th St, Kenosha, WI 53144 (Owner), William A. Morris, 5313 87th Pl., Pleasant Prairie, WI 53158 (Agent), requests site plan and exterior fenestration review on Tax Parcel #82-4-222-161-0106, located in the NE 1/4 of Section 16, T2N, R22E, Village of Somers.

Commissioner Fredrick moved to approve the request by GRACE35 LLC, 8315 18th St, Kenosha, WI 53144 (Owner), William A. Morris, 5313 87th Pl., Pleasant Prairie, WI 53158 (Agent), requests site plan and exterior fenestration review on Tax Parcel #82-4-222-161-0106, located in the NE 1/4 of Section 16, T2N, R22E, Village of Somers.

Seconded by Commissioner Aiello. Motion carried. 7-0 vote.

Commission Discussion:

Chairman Stoner asked about the photometric plan and the need for stop signs on Village Center Road.

Architect William Morris guaranteed that there will be stop signs.

Commissioner Gardinier commented that everything from the engineer needs to be met.

10. Site Plan Review & Exterior Fenestration:

Action on Request by: Archives and Armory PMML Wisconsin LLC, 104 S Michigan Ave Ste 500, Chicago, IL 60603 (Owner), Mark Wershay, Zimmerman Architectural Studios, Inc., 2122 West Mt. Vernon Ave., Milwaukee, WI 53233 (Agent), for Site Plan Review and Exterior Fenestration on Tax Parcel #82-4-222-181-0201, located in the NE 1/4 of Section 18, T2N, R22E, Village of Somers.

Commissioner Boxx moved to approve the request by Archives and Armory PMML Wisconsin LLC, 104 S Michigan Ave Ste 500, Chicago, IL 60603 (Owner), Mark Wershay, Zimmerman Architectural Studios, Inc., 2122 West Mt. Vernon Ave., Milwaukee, WI 53233 (Agent), for Site Plan Review and Exterior Fenestration on Tax Parcel #82-4-222-181-0201, located in the NE 1/4 of Section 18, T2N, R22E, Village of Somers.

Seconded by Commissioner Fredrick. Motion carried. 7-0 vote.

Commission Discussion:

Chairman Stoner inquired about the retention ponds, and the berms/ landscaping. He also inquired about what gun education and safety will be available.

Archives and Armory representative Chris Meter explained that gun safety and education will be the primary cornerstone. There will be instruction in proper safety rules and storage, and there will be Children's safety education available. Education on the history of firearms in this Country. The qualifications required to shoot was discussed

Commissioner Fredrick inquired about Hunter safety classes that will be offered.

Commissioner Gardiner discussed the design, calling it tasteful and modern, and discussed the solar panels. Asked about exits in the lower level. It was explained that there are two exits, one to the north and one to the south.

11. Plan Commission Conceptual Approval:

Discussion and Action on Request by: RPF-Somers Multi Family Phase II LLC, 430 Park St., Suite 2A, Highland Park, IL 60035 (Owner), Keith Fanelli, Ravine Park Partners, 413 North Carpenter Street, Suite 1E, Chicago, IL 60642 (Agent), requesting conceptual approval of a multi-family residential development on Tax Parcel #82-4-222-104-0102, located in the SE 1/4 of Section 10, T2N, R22E, Village of Somers. Said conceptual approval is subject to receiving formal approvals by the Village Board of a comprehensive land use plan amendment, rezoning, land division, overall site plan & building fenestration review and stormwater management plans.

Commissioner Boxx moved to approve the request by RPF-Somers Multi Family Phase II LLC, 430 Park St., Suite 2A, Highland Park, IL 60035 (Owner), Keith Fanelli, Ravine Park Partners, 413 North Carpenter Street, Suite 1E, Chicago, IL 60642 (Agent), requesting conceptual approval of a multi-family residential development on Tax Parcel #82-4-222-104-0102, located in the SE 1/4 of Section 10, T2N, R22E, Village of Somers. Said conceptual approval is subject to receiving formal approvals by the Village Board of a comprehensive land use plan amendment, rezoning, land division, overall site plan & building fenestration review and stormwater management plans.

Seconded by Commissioner Lee. Motion carried 7-0 vote

Commission Discussion:

Chairman Stoner inquired about the removal of the Clubhouse from plans.

It was explained that not many people use the current Clubhouse, and a second might not be needed. That space would just remain greenspace.

Commissioner Fredrick commented that the 1st phase was done well, and they can revisit the Clubhouse as needs increases.

Commissioner Gardiner commented on liking the greenspace.

Adjourn

Commissioner Boxx moved to adjourn at 6:04 p.m.

Seconded by Commissioner Aiello. Motion carried 7-0 vote

Drafted this 13th day of December 2022. These minutes are not official until approved by the Plan Commission. Submitted by Brandi Baker, Clerk/Treasurer.



VILLAGE OF SOMERS

May 2015

Department of Planning & Development

RECEIVED

OCT 24 2022

Kenosha County
Planning and Development

LAND DIVISION APPLICATION

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

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

- Certified Survey Map
- Subdivision Preliminary Plat
- Subdivision Final Plat
- Condominium Plat

Applicant is: Property Owner Subdivider Other _____

Applicant Name: Jon Oelke Date 10/20/22

Mailing Address: 9815 15th St. Phone # 773-377-525
Kenosha, WI 53144 Phone # _____

Tax Parcel Number(s): 8242221620125

_____ Acreage of Project: .99

Location of Property (including legal description):

8311 12th St. Somers, WI 53144
2564 PT NW 1/4 SEC 16 T 2 R 22 BEG 13.84 1/3 CHS
W OF NE COR SD 1/4 S 24 RDS W 3.15 2/3 CHNS N 26
RDS E. 3.15 2/3 CHNS TO BEG EX E 6 RDS there of
DOC#1023710 .99 EX RD DOC#1221288 (2014 Incorporation to Village
of Somers see old 80-4-222-162-0125 certification case 14-CV-316) DOC#
189147

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

Existing Zoning: Res - R4 Proposed Zoning: Res - R4

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

Present Mixed Use

Proposed Mixed Use

Present Use(s) of Property: _____

Proposed Use(s) of Property: _____

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

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

The subdivision abuts a county trunk highway Yes (X) No ()

The subdivision contains shoreland/floodplain areas Yes () No (X)

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

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

REQUIRED SIGNATURE(S) FOR ALL APPLICATIONS:

[Signature] _____ 10/20/22
Property Owner's Signature Date

[Signature] _____ 10/20/22
Property Owner's Signature Date

REQUIRED APPLICABLE SIGNATURES:

[Signature] _____ 10/20/22
Applicant's Signature Date

Developer's Signature Date

CERTIFIED SURVEY MAP

- for -

"OWNER/SUBDIVIDER"

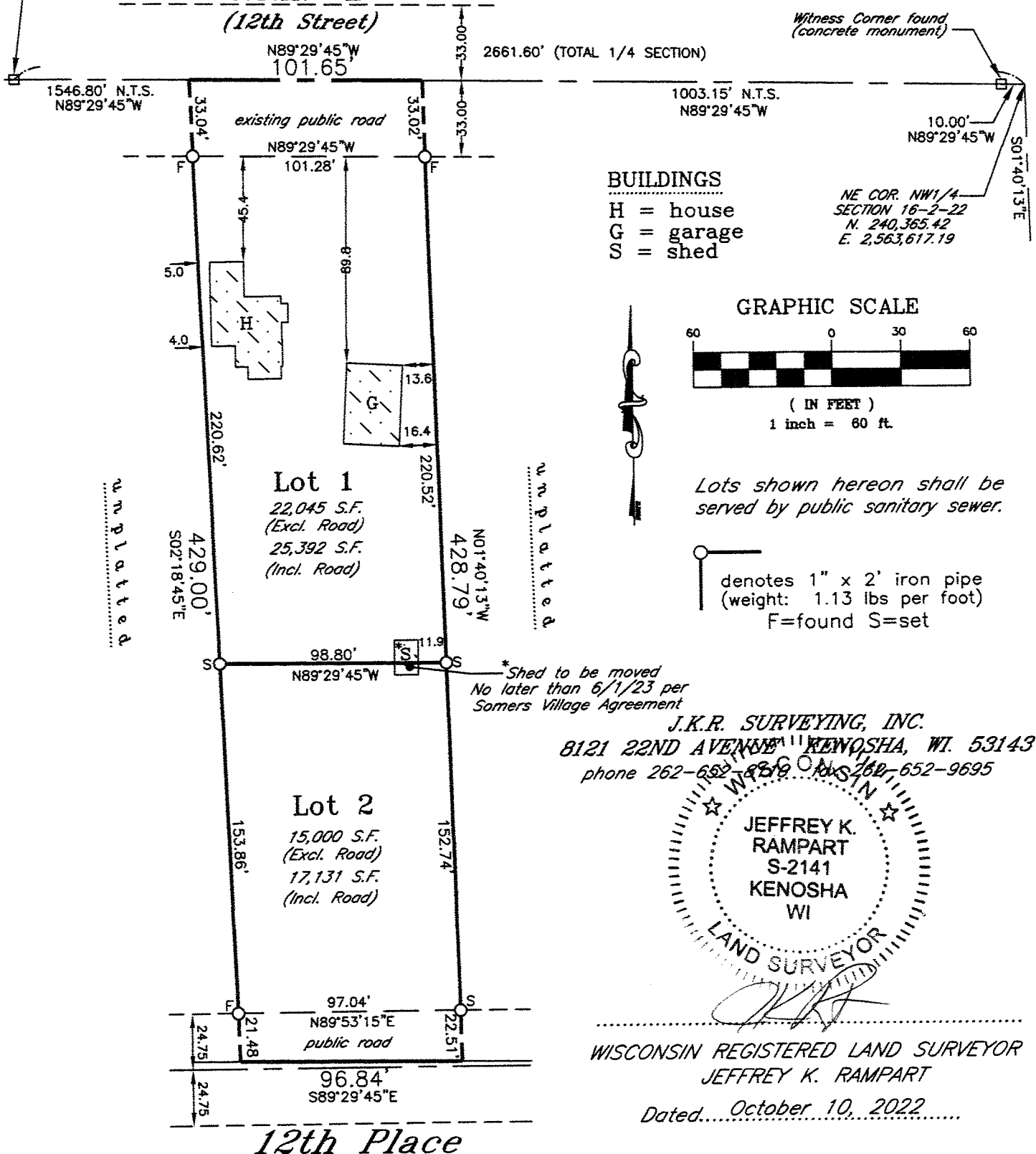
Turn Key Real Estate, LLC
9815-15th Street
Kenosha, WI 53144

in NE1/4 of the NW1/4 Section 16-2-22
VILLAGE OF SOMERS
KENOSHA COUNTY, WIS.

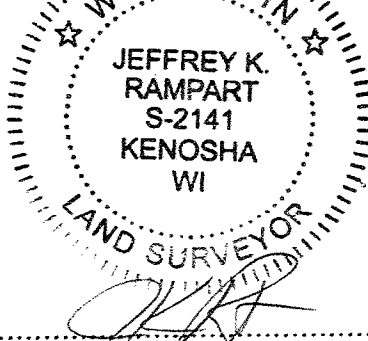
Bearings refer to grid north, state plane
coordinate system south zone (NAD-27)
with the north line of the NW 1/4 Section
16-2-22 bearing S89°29'45"E

NW COR. NW1/4
SECTION 16-2-22
N. 240,388.84
E. 2,560,955.72
(concrete monument)

C.T.H. "E"
(12th Street)



J.K.R. SURVEYING, INC.
8121 22ND AVENUE, KENOSHA, WI. 53143
phone 262-652-8519 or 262-652-9695



WISCONSIN REGISTERED LAND SURVEYOR
JEFFREY K. RAMPART
Dated... October 10, 2022

CERTIFIED SURVEY MAP

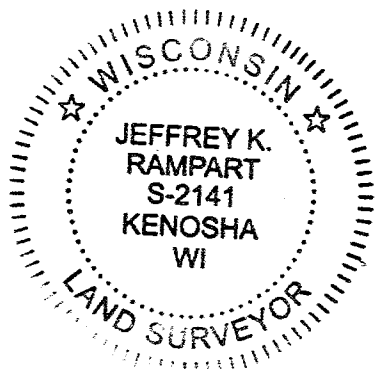
in NE1/4 of the NW1/4 Section 16-2-22

I, JEFFREY K. RAMPART, SURVEYOR, hereby certify that I have prepared this certified survey map, the exterior boundaries of which are described as:

Part of Northeast Quarter of the Northwest Quarter of Section 16, Town 2 North, Range 22 East of the Fourth Principal Meridian; lying and being in the Village of Somers, Kenosha County, Wisconsin Wisconsin and being more particularly described: Commence at the northeast corner of said quarter section; thence N89°29'45"W along the north line of said quarter section 1013.15 feet to the point of beginning; thence continue N89°29'45"W along said north line 101.65 feet; thence S02°18'45"E 429.00 feet; thence S89°29'45"E parallel to the north line of said quarter section 96.84 feet; thence N01°40'13"W parallel to the east line of said quarter section 428.79 feet to the aforesaid north line and the point of beginning.

That I have complied with the provisions of Section 236.34 of the State Statutes on certified surveys, the Kenosha County Subdivision Control Ordinance and the Village of Somers Land Division and Platting Control Ordinance.

Dated this ..10th.. day ofOctober....., 2022.



I hereby certify that this property was surveyed under my direction and that this is a true representation thereof.

SURVEYOR.....*JKR*..... JEFFREY K. RAMPART

As owner (s), I (we) hereby certify that I (we) caused the land described on this plat to to be surveyed, divided, dedicated and mapped as represented on this plat.

OWNER: TURN KEY REAL ESTATE, LLC

OWNER/MEMBER..... DAN TURNER OWNER/MEMBER..... JON OELKE

PRINT NAME..... PRINT NAME.....

STATE OF WISCONSIN
KENOSHA COUNTY S.S.

Personally came before me this day of, 20___, the above named Turn Key Real Estate, LLC; Dan Turner & Jon Oelke, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

My Commission Expires..... NOTARY PUBLIC
PRINT NAME.....

VILLAGE OF SOMERS

This certified survey map has been submitted to and approved by the Village Board of the Village of Somers on this day of, 20___.

..... VILLAGE CHAIRPERSON VILLAGE CLERK
PRINT NAME..... PRINT NAME.....

"OWNER/SUBDIVIDER"
Turn Key Real Estate, LLC
9815-15th Street
Kenosha, WI 53144
(262-945-0820)

WARRANTY DEED

Document #: 1938048
Date: 2022-10-24 Time: 11:25 AM Pages: 2
Fee: \$30.00 County: KENOSHA State: WI
REGISTER OF DEEDS: JOELLYN M. STORZ
Transfer Fee: \$810.00
The above recording information verifies this document has been electronically recorded and returned to the submitter

Document Number

Document Name

THIS DEED, made between Thomas Green and Carol Green, husband and wife
("Grantor," whether one or more),
and Turn Key Real Estate, LLC
("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Kenosha County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

See Exhibit A, attached hereto and made a part hereof.

Recording Area

Name and Return Address

Turn Key Real Estate, LLC
8311 12th Street
Kenosha, WI 53144
Handwritten: 9815 15th St, Kenosha, WI 53144

92-4-222-162-0125, 92-4-122-244-0132
Parcel Identification Number (PIN)

This is homestead property.
(is) (is not)

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except:

Municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, and recorded building and use restrictions and covenants, and general taxes levied in 2022.

Dated Oct. 20, 2022

Signature of Thomas P. Green
* Thomas Green

Signature of Carol Green
* Carol Green

(SEAL) (SEAL)
* (SEAL) *

AUTHENTICATION

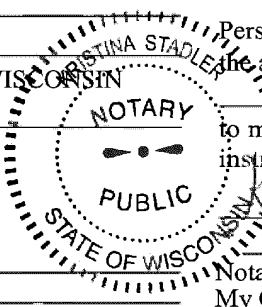
ACKNOWLEDGMENT

Signature(s)
authenticated on

STATE OF WISCONSIN)
) ss.
Kenosha COUNTY)

* Personally came before me on 10.20.2022, the above-named Thomas Green and Carol Green

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by Wis. Stat. § 706.06)



to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:
Anthony Nudo, Attorney at Law
Terry & Nudo, LLC; SBN: 1055242

Kristina Stadler
Kristina Stadler
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: 12/27/23)

Exhibit "A"
Property Description

PARCEL ONE:

Part of the northwest quarter (1/4) of section sixteen (16) in town two (2) north of range twenty-two (22) east of the fourth principal meridian, more particularly described as follows: Beginning in the center of highway thirteen (13) chains and eighty-four and one-third (84 1/3) links west of the center stake between sections nine (9) and sixteen (16); thence south twenty-six (26) rods; thence west three (3) chains and fifteen and two-thirds (15 2/3) links; thence north twenty-six (26) rods; thence east three (3) chains and fifteen and two-thirds (15 2/3) links to the place of beginning, EXCEPTING AND RESERVING THEREFROM the east six (6) rods in width thereof, and lying and being in the Village of Somers, Kenosha County, Wisconsin.

Parcel No.

PARCEL TWO:

The following legal description is being added for the purpose of additional collateral to the mortgage from Turn Key Real Estate, LLC to Educators Credit Union:

Lot 2 of Certified Survey map No. 2981 recorded July 6, 2021, as Document No. 1903790, lying and being in the Village of Pleasant Prairie, Kenosha County, WI.
2022 Tax Parcel No. 92-4-122-244-0132

CERTIFIED SURVEY MAP

- for -

"OWNER/SUBDIVIDER"

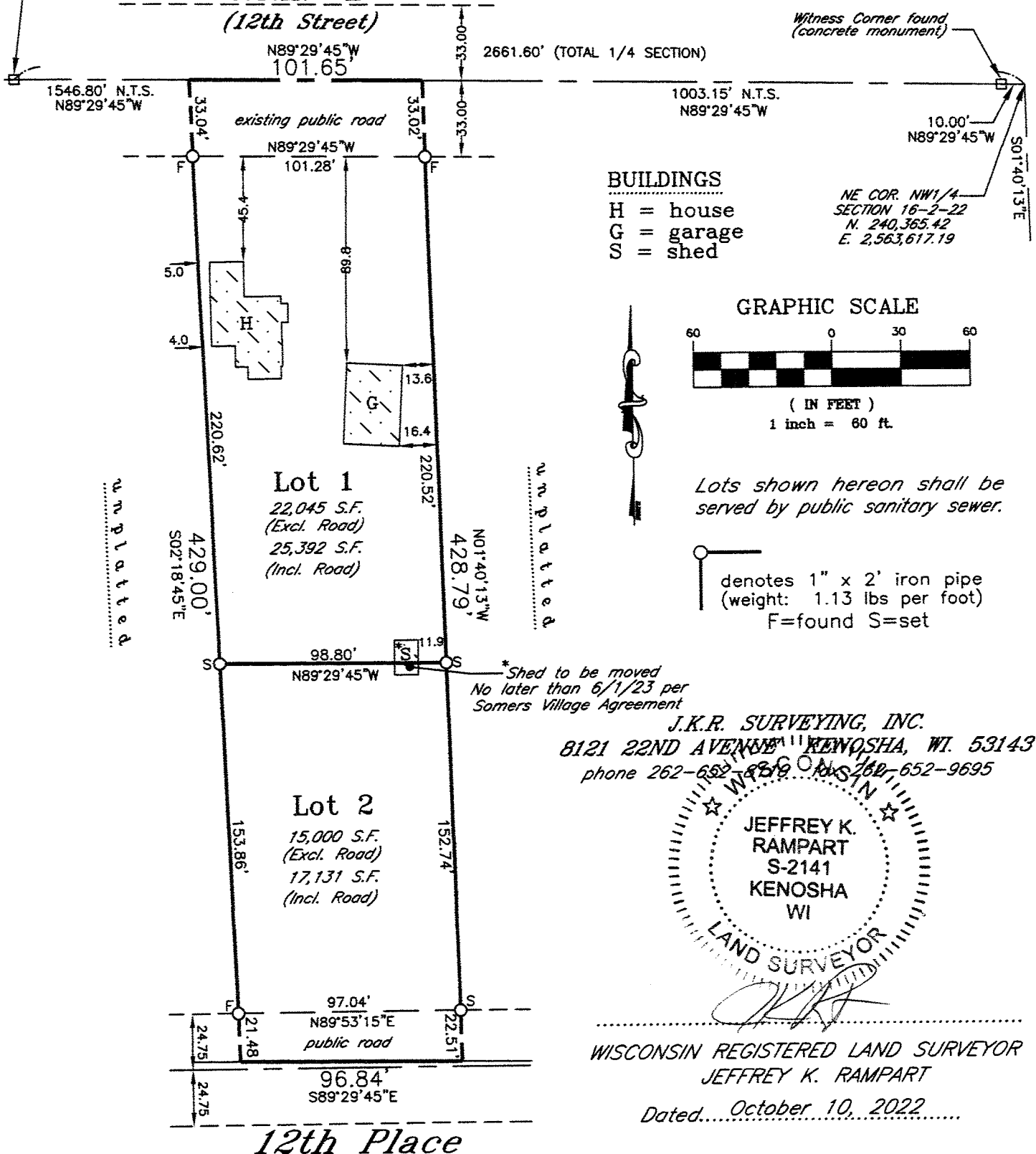
Turn Key Real Estate, LLC
9815-15th Street
Kenosha, WI 53144

in NE1/4 of the NW1/4 Section 16-2-22
VILLAGE OF SOMERS
KENOSHA COUNTY, WIS.

Bearings refer to grid north, state plane
coordinate system south zone (NAD-27)
with the north line of the NW 1/4 Section
16-2-22 bearing S89°29'45"E

NW COR. NW1/4
SECTION 16-2-22
N. 240,388.84
E. 2,560,955.72
(concrete monument)

C.T.H. "E"
(12th Street)



CERTIFIED SURVEY MAP

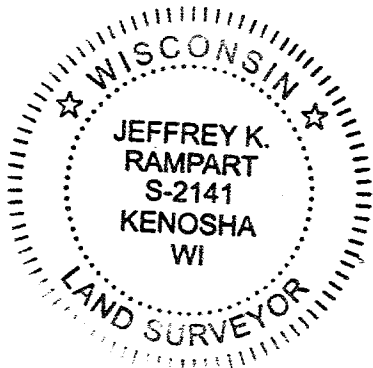
in NE1/4 of the NW1/4 Section 16-2-22

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That I have complied with the provisions of Section 236.34 of the State Statutes on certified surveys, the Kenosha County Subdivision Control Ordinance and the Village of Somers Land Division and Platting Control Ordinance.

Dated this ..10th.. day ofOctober....., 2022.



I hereby certify that this property was surveyed under my direction and that this is a true representation thereof.

SURVEYOR..... *[Signature]* JEFFREY K. RAMPART

As owner (s), I (we) hereby certify that I (we) caused the land described on this plat to to be surveyed, divided, dedicated and mapped as represented on this plat.

OWNER: TURN KEY REAL ESTATE, LLC

OWNER/MEMBER..... DAN TURNER OWNER/MEMBER..... JON OELKE

PRINT NAME..... PRINT NAME.....

STATE OF WISCONSIN
KENOSHA COUNTY S.S.

Personally came before me this day of, 20___, the above named Turn Key Real Estate, LLC; Dan Turner & Jon Oelke, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

My Commission Expires..... NOTARY PUBLIC
PRINT NAME.....

VILLAGE OF SOMERS

This certified survey map has been submitted to and approved by the Village Board of the Village of Somers on this day of, 20___.

VILLAGE CHAIRPERSON VILLAGE CLERK
PRINT NAME..... PRINT NAME.....

"OWNER/SUBDIVIDER"
Turn Key Real Estate, LLC
9815-15th Street
Kenosha, WI 53144
(262-945-0820)



TONY EVERS
GOVERNOR
KATHY BLUMENFELD
SECRETARY-DESIGNEE
Plat Review
PO Box 1645, Madison WI 53701
E-mail: plat.review@wi.gov
<https://doa.wi.gov/platreview>

November 15, 2022

Jeffrey K Rampart
J.K.R. SURVEYING, INC.
8121 22ND AVE, KENOSHA WI 53143
jeff@jkrsurveying.com

FILE NO. 121518
Certified Survey Map
Turn Key Real Estate LLC
Village of Somers, Kenosha County

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

REVIEW COMMENTS:

A-E 7.05 (4) The monument at the NW corner NW 1/4 Section 16-2-22 should be noted as found or set.

s. 236.20 (2) (c) The lengths of the east and west lines of lots 1 and 2 should be shown.

s. 236.20 (3) (d) Names of adjoining streets should be underscored with dashed or dotted lines.

s. 236.34 (1m) (c) The county name should be included in the general location description under the map heading on sheet 2.

s. 236.34 (1m) (d) The Surveyor's certificate should state who (or what entity) directed the Surveyor to make the survey, land division, and map.

The Surveyor's certificate should state that the map is a correct representation of all the exterior boundaries of the land surveyed and the division of it.

If you have any questions regarding this review, please contact me as listed above.

Regards,

Don Sime, PLS
Plat Review

Enc: Certified Survey Map

cc: Clerk, Village of Somers

**DEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF SOMERS AND TURN KEY
REAL ESTATE, LLC, A PROPOSED DEVELOPMENT BEING
A PART OF SECTION 16, TOWN 2 NORTH, RANGE 22 EAST**

WITNESS THIS AGREEMENT made and entered into this ____ day of _____, 2023, 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 Turn Key Real Estate, LLC, a Wisconsin limited liability company (hereinafter referred to as the “Developer”).

WHEREAS, the Developer has proposed to create a Certified Survey Map (CSM) and develop a parcel of land (the “Property”) described with more particularity in the attached legal description, Exhibit “B”, which is incorporated herein by reference.

WHEREAS, the Developer has proposed a development on the Property for the construction of a single-family residential building, the exact configuration of which is to be determined and approved by the Village; and

WHEREAS, it is the proposal of the Developer, and the understanding and agreement of the Village, that the approval of the Certified Survey Map and the development will be subject to the requirements of this Agreement and the addition of such 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 Wisconsin State Statutes, Wisconsin Administrative Code provisions, and Village of Somers ordinance provisions, prior to construction; and

WHEREAS, the Village Plan Commission has reviewed the Certified Survey Map (Exhibit “A”) and has recommended to the Village Board that the Certified Survey Map, be approved, subject to the following terms and conditions:

I. INFRASTRUCTURE IMPROVEMENTS

A. SANITARY SEWER - DEVELOPER CONSTRUCTED.

1. The Developer shall be responsible to pay the full cost for the design and construction of the onsite gravity flow sanitary sewer system as defined by Chapter 7 of the Village Ordinances as required for connection to the sanitary sewer collection system of the Village, all of which plans must be reviewed and approved by the Village. The Developer shall submit both electronic and paper form copies to the Village of the required plans and specifications.

2. The Developer shall prepare all record drawings and systems updates. The Developer shall provide both paper and electronic copies of all plans and specifications to the Village. Developer shall provide Village a copy of all television inspections for the sanitary sewer improvements. All related costs for these items shall be paid by the Developer.

3. Village shall allow Developer to locate sanitary sewer in easements under or adjacent to the public and private roads located in or adjacent to the development. Piping may cross under the onsite roads to facilitate connections. Developer shall comply with all ordinances and regulations related to sanitary sewer enacted by the Village.

4. If any funds deposited by the Developer for inspection, engineering, legal and/or administrative expenses, are not required, they shall be returned to the Developer. 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. WATER SYSTEM-DEVELOPER CONSTRUCTED.

1. The Developer shall be responsible for complete preparation of plans and specifications for the construction of an onsite private water system for each of the improvements. Developer shall be responsible for the preparation of any easements in the event that the water system is to be shared by the improvements to be constructed in the development.

2. In the event that municipal water becomes available for the development in the future, the Developer, and its successors and assigns, hereby warrant and represent that the Developer shall connect to the municipal water system of the Village, all at the cost and expense of the Developer, within twelve (12) months of the availability of municipal water. In such event, the Developer shall conform to all then-applicable requirements from the State of Wisconsin relating to the proper abandonment of the private well(s) and/or the elimination of any cross-connections so as to prevent the availability of the private wells from being utilized for domestic use.

C. GRADING, EROSION CONTROL AND SURFACE WATER DRAINAGE.

1. The Developer shall be in compliance with requirements and specifications as set forth in the Village Subdivision and Platting Ordinance. 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 Code of Ordinances. 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.

2. All storm and surface water conveyance systems and outlet structures for storm and surface water shall meet Village's and State's 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, which shall not be unreasonably withheld or delayed prior to construction. Developer shall be responsible for maintenance, replacement or repair of all storm and surface water conveyance systems or outlet structures lying within Property. Developer shall provide Village with a maintenance easement for the storm and surface water drainage facilities and the Village may specially assess Developer for any service performed by the Village or at its instance.

3. The entire development shall be graded and restored to the proposed elevations to be approved by Village.

4. 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.

5. The Developer's Engineer shall prepare plans and specifications for grading, erosion control and surface stormwater drainage which shall be approved by the Village Consulting Engineer. All appropriate inspections of the grading, erosion control and surface stormwater drainage improvements and construction staking shall be conducted by the Developer's Engineer.

II. DEVELOPER WARRANTIES AND OBLIGATIONS

A. VILLAGE COSTS.

Upon execution of this Agreement, Developer shall pay to the Village the reasonable costs incurred by the Village for engineering, attorney fees and administrative costs associated directly with this Development incurred prior to the date of this Agreement. Developer shall pay to Village all 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.

B. SUBDIVISION AND CONDOMINIUM PLATTING ORDINANCE.

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

C. INDEMNIFICATION.

Developer shall, during the term of this Agreement, indemnify, defend and hold harmless Village and officers, consulting engineers, attorneys, agents, representatives and employees

thereof from and against any and all claims, damages, judgments, costs and expenses and attorney fees which any of them may pay, sustain or incur should any person or party incur personal injury, property loss or damage arising out of wrongful, negligent, improper or deficient conduct of Developer in the design or construction of any of the improvements on the Property.

D. REMOVAL/RELOCATION OF SHED.

Developer shall remove the shed which is depicted on Lots 1 and 2 or shall move the shed to Lot 1 so that it is in conformance with Village Ordinances no later than June 1, 2023 or this Agreement shall be null and void.

E. CERTIFIED SURVEY MAP APPROVAL; PERMITS AND ASSESSMENTS.

1. The configuration of the Certified Survey Map as depicted on the attached Exhibit “A” and incorporated herein by reference has been approved by the Village Board and the zoning and Certified Survey Map for the Property shall not be changed, modified or altered without the prior written consent of the Developer and the Village.

2. This Development Agreement may be modified or amended as provided in Paragraph IV.B. below.

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

III. VOLUNTARY PAYMENT 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 Four Thousand Five Hundred Ninety (\$4,590.00) Dollars, based upon approval by the Village to construct the buildings within the approved Development, which shall be paid by Developer at the time of issuance of any building permit. The Developer and the Village hereby agree to be contractually bound by the terms and conditions of this paragraph, III., 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 III. shall not eliminate the requirements of municipal sanitary sewer and municipal water connection fees to be paid by users on the Property of those systems as required by the Village Code of Ordinances.

IV. MISCELLANEOUS

A. ASSIGNMENT.

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

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. SANITARY SEWER CONNECTION CHARGES.

Developer agrees to pay all sanitary sewer connection charges or other fees imposed by the Village for all improvements associated with the project. All one-time connection charges for municipal sanitary sewer shall be paid at the time of issuance of a building permit.

D. DEFAULTS.

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

E. 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.

F. RECORDATION.

This Agreement shall be recorded in the office of the Register of Deeds for Kenosha County, Wisconsin.

G. EXECUTION OF COUNTERPARTS.

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

H. 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
Exhibit "B" Legal Description

I. INTEGRATION.

This Development 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.

J. CHOICE OF LAW AND VENUE.

This Development 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.

K. 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.

L. 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.

M. 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.

N. 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. Any notice addressed to the Developer shall be addressed to the attention of John Oelke, 9815 15th Street, Kenosha, Wisconsin 53144. 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.

O. NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit or be enforceable by any person other than the Village, the Developer, and its 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.

Legal Description

Part of the northwest quarter (1/4) of section sixteen (16) in town two (2) north of range twenty-two (22) east of the fourth principal meridian, more particularly described as follows: Beginning in the center of highway thirteen (13) chains and eighty-four and one-third (84 1/3) links west of the center stake between sections nine (9) and sixteen (16); thence south twenty-six (26) rods; thence west three (3) chains and fifteen and two-thirds (15 2/3) links; thence north twenty-six (26) rods; thence east three (3) chains and fifteen and two-thirds (15 2/3) links to the place of beginning, EXCEPTING AND RESERVING THEREFROM the east six (6) rods in width thereof, and lying and being in the Village of Somers, Kenosha County, Wisconsin.

Parcel No. 82-4-222-162-0125

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

MEETING DATE: January 10th, 2023

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #8 Plan Commission Recommendation (Archives and Armory)

- a. Action on request by: Archives and Armory PMML Wisconsin LLC, 104 S Michigan Ave Ste 500, Chicago, IL 60603 (Owner), Mark Wershay, Zimmerman Architectural Studios, Inc., 2122 West Mt. Vernon Ave., Milwaukee, WI 53233 (Agent), for site plan and exterior fenestration review on Tax Parcel #82-4-222-181-0201, located in the NE 1/4 of Section 18, T2N, R22E, Village of Somers. *(For informational purposes only, this property is located at 10475 12th Street, with the project being located on East Frontage Road)*
- b. Action on proposed Development Agreement between the Village of Somers and Archives and Armory PMML Wisconsin LLC for “Firearms Education Center”

BACKGROUND:

On October 10th the Plan Commission was presented with a concept from Archives and Armory PMML Wisconsin LLC for an indoor shooting range facility on Tax Parcel #82-4-222-181-0201. This project was included in the original site plan for the Pritzker Archives & Memorial Park Center which was approved in 2019. This facility will be located on the western portion of their parcel along the East Frontage Road. The project is known as Mission 94. This will be an indoor firearms education training center. **No portion of this range will be outdoors.** The proposed building would be approximately 22,000 sq. ft. The firearms education center with indoor shooting lanes would require the following for approval:

- Site Plan and Exterior fenestration.

PRIOR ACTION TAKEN:

As stated above the developer presented their concept to the Plan Commission on October 10th. Based on this meeting the Developer submitted their application for formal approval for their Site Plan and Exterior Fenestration. The Plan Commission reviewed this request at their December 12th meeting. The main topic of conversation focused on what classes and activities would take place within the new building. The Plan Commission's recommendation was to approve the request for Site Plan and Exterior fenestration (7-0).

The Board reviewed and discussed this matter at our January 3rd Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Attorney Davison has prepared a draft of the development agreement for the Mission 94 project. The agreement language is very similar to the original development agreement for the overall project. This was provided to the Developer on January 5th. Staff would recommend approval of the site plan and exterior fenestration and proposed development agreement. 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: Archives and Armory PMML Wisconsin LLC, 104 S Michigan Ave Ste 500, Chicago, IL 60603 (Owner), Mark Wershay, Zimmerman Architectural Studios, Inc., 2122 West Mt. Vernon Ave., Milwaukee, WI 53233 (Agent), for site plan and exterior fenestration review on Tax Parcel #82-4-222-181-0201, located in the NE 1/4 of Section 18, 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; and*
- 3. Execution of a Development Agreement between the Village of Somers and Archives and Armory PMML Wisconsin LLC for “Firearms Education Center”*

8b

“Motion to approve proposed Development Agreement between the Village of Somers and Archives and Armory PMML Wisconsin LLC for “Firearms Education Center”

- 1. Subject to final plans being reviewed and approved by Village Planning; and*
- 2. Subject to final engineering plans being reviewed and approved by Village Engineer*

ATTACHMENTS:

Mission 94 Planning Memo dated 11.23.2022

Mission 94 Engineering Memo dated 11.30.2022

Mission 94 Planning Minutes dated 12.12.2022 Highlighted

Mission 94 Site Plan Application

Mission 94 Business Plan

Mission 94 Renderings

Mission 94 Civil Plans

Mission 94 Architectural Plans

Mission 94 Landscape Plans

Mission 94 Photometrics

Mission 94 Development Agreement



COUNTY OF KENOSHA

Division of Planning & Development

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

TO: Village of Somers Plan Commission
FROM: Luke Godshall, Kenosha County Planning & Development
RPT DATE: 2022-11-23
MTG DATE: 2022-12-12
APPLN DATE: 2022-11-01
RE: Mission94 Firearms Education Center

BACKGROUND:

1. Petitioner/Agent: Mark Wershay, Zimmerman Architectural Studios
2. Property Owner: Archives and Armory PMML Wisconsin LLC
3. Location/Address: 1487 120th Ave. (East Frontage Rd.)
4. Tax key Number(s): 82-4-222-181-0201
5. Area: 243.3 acres (total parcel area), 5.22 acres (total disturbed area)
6. Existing Zoning: PR-1 Park-Recreational Dist.
7. Proposed Zoning: no change proposed

OVERVIEW:

The Petitioner proposes to develop a portion of the southwest corner of tax parcel # 82-4-222-181-0201 with an approximately 22,000 sq. ft. firearms education center with indoor shooting lanes, classrooms and retail sales that would operate 7 days a week (11am-7pm Monday through Saturday; 12pm-6pm Sunday). This request requires site plan and building exterior/fenestration approval from the Village Board. This project previously came before the Plan Commission in September 2022 and received overall favorable support.

PLANNER COMMENTS:

The Petitioner has submitted plans of the proposed building which include building size, layout, dimensions, and proposed materials and finishes. The building is proposed to be a maximum height of 22 feet, which falls well below the PR-1 zoning district maximum of 100'. The overall building footprint is approximately 22,000 sq. ft., with approximately 22,000 sq. ft. of interior area over the building's two floors. The building's exterior is shown to be comprised of a variety of color finishes and materials consisting of brick, metallic metal panels, glass, and a galvanized steel decorative screen on the street-facing (west) façade. The proposed use of varied building finishes and materials would appear to meet the Village's design standards contained in Chapter 18 of the Village Code.

The submitted site plan (dated 11/01/22 by Zimmerman Architectural Studios, Inc.) shows that the proposed building adheres to all required setbacks required in the PR-1 zoning district. Scaling from the site plan, the building would be located approximately 225' from the right-of-way of East Frontage Road (65' required), and approximately 106' from the south side lot line (40' required).

The proposed parking lot area is shown to be located approximately 68' from the right-of-way of East Frontage Road (20' required) and is shown to be located entirely outside of the 40' utility easement that runs along the southern property line. The site plan shows 70 parking spaces provided, with an additional 14 future spaces shown along the northern edge of the entrance drive for a total of 84 spaces. According to the Petitioner's submitted Business Plan of Operations, the total number of employees at the facility

would range from 16-22 depending on the time of year. Assuming the greatest number of 22 employees, the site would need to contain a minimum of 47 parking spaces to meet Village zoning ordinance off-street parking requirements ('indoor shooting ranges' require 1 space/shooting lane and 1 space/full-time employee (*15 shooting lanes + 22 employees = 37 spaces*). In addition, there should be at least 10 spaces provided for the 48 total classroom seats, which uses the off-street parking guideline for 'colleges and high schools' (1 space/5 students). Therefore, the submitted site plan exceeds the number of parking spaces required by ordinance. All parking spaces are shown to be 9'x18' in size and drive aisles are 24' in width, which meets Village requirements.

The submitted site plan shows one trash enclosure area located to the north of the proposed building and not visible from the public right-of-way. Sheet A4.0 of the submitted architectural plans & exterior elevations shows exterior elevations of the trash enclosure and indicates that it will be constructed of brick to match the building.

The submitted site plan shows a proposed new access from the East Frontage Road of I-94 shown at the southern portion of the site. Since the Frontage Road is under the jurisdiction of the Wisconsin Dept. of Transportation (WisDOT), the applicant will need to obtain formal approvals from WisDOT for said access. It is possible that WisDOT may require a Traffic Impact Analysis (TIA) to identify if any roadway improvements are necessary (i.e. turn lanes, deceleration lanes, etc).

The submitted landscape plan (dated 11/01/22 by Zimmerman Architectural Studios, Inc.) provides for a diverse mixture of deciduous & evergreen trees, shrubs, and ornamental grasses throughout the site and is shown to meet or exceed ordinance standards.

The submitted Electrical Site Calculation Plan (photometric plan) dated 11/01/22 by Zimmerman Architectural Studios, Inc. indicates compliance with the Village ordinance standard of light intensity not exceeding 0.5 foot-candles at property lines. The proposed lighting fixtures indicated on the photometric plan are shown to be full cut-off type fixtures and comply with Village zoning ordinance.

The submitted plans did not indicate if there would be any ground signage on the site. The exterior elevation drawings show that there will be one minimal wall sign on the west façade of the building. If any ground signage is proposed for this site it will require review and issuance of a zoning permit before its construction.

This project will require approval from the City of Kenosha for an Airport Site Plan review, as the property is located within a City of Kenosha Airport Overlay zoning district.

Planning & Development will issue zoning permits for the project only after the Petitioner has executed a Developer's Agreement with the Village and has met any other of the Village's requirements for the development.

STAFF RECOMMENDATION:

Should the Plan Commission choose to recommend approval of this project, staff would recommend the following conditions:

1. Subject to obtaining any necessary approvals and/or permits from the Wisconsin Department of Transportation regarding the proposed access connection to the East Frontage Road of Interstate Highway 94.
2. Subject to approval of an Airport Site Plan Review by the City of Kenosha.
3. Subject to final review and approval by the Village of Somers engineer.
4. Subject to approval by the Somers Fire & Rescue Department.
5. Subject to a Kenosha County zoning permit being issued for any proposed structures including principal buildings, signage, fences, accessory buildings, etc.
6. Subject to implementation of a Developer's Agreement between the Petitioner and the Village of Somers.

Review Comments and Request for Additional Information

Mission94 Firearms Education Center – Plans Dated November 1, 2022

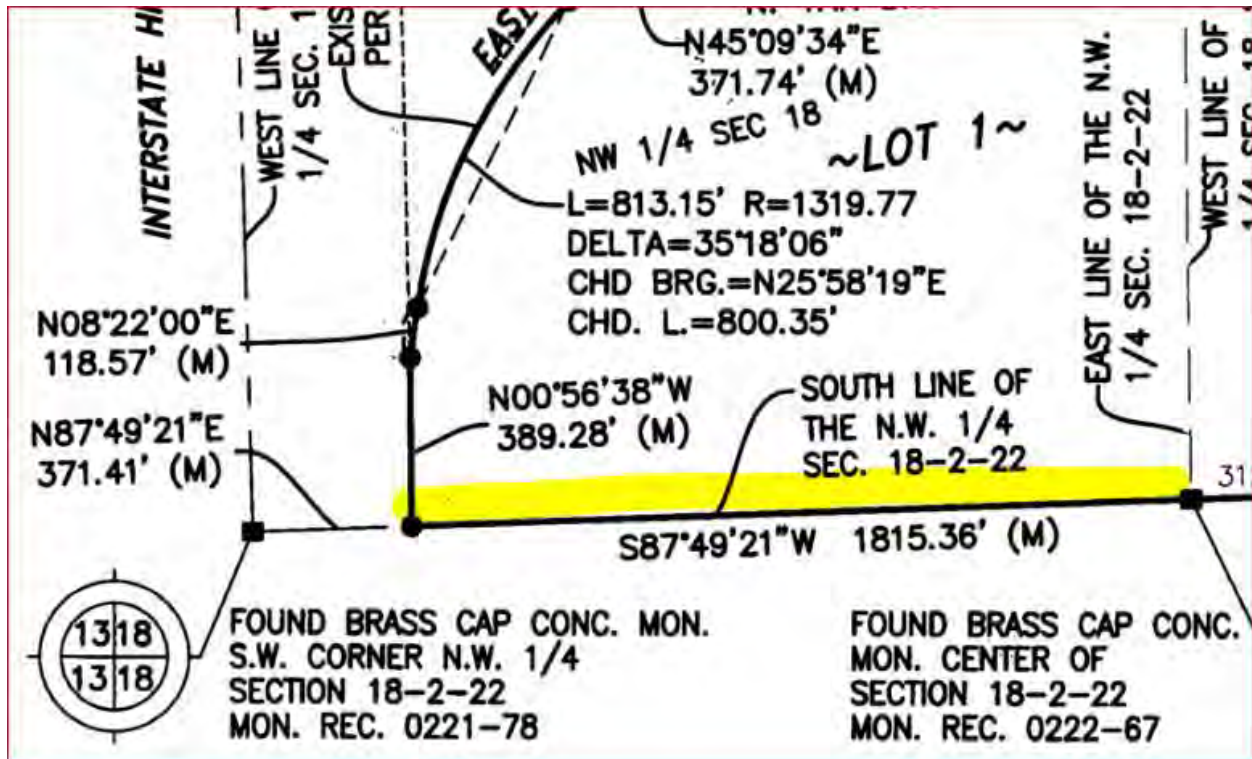
Village of Somers

November 30, 2022

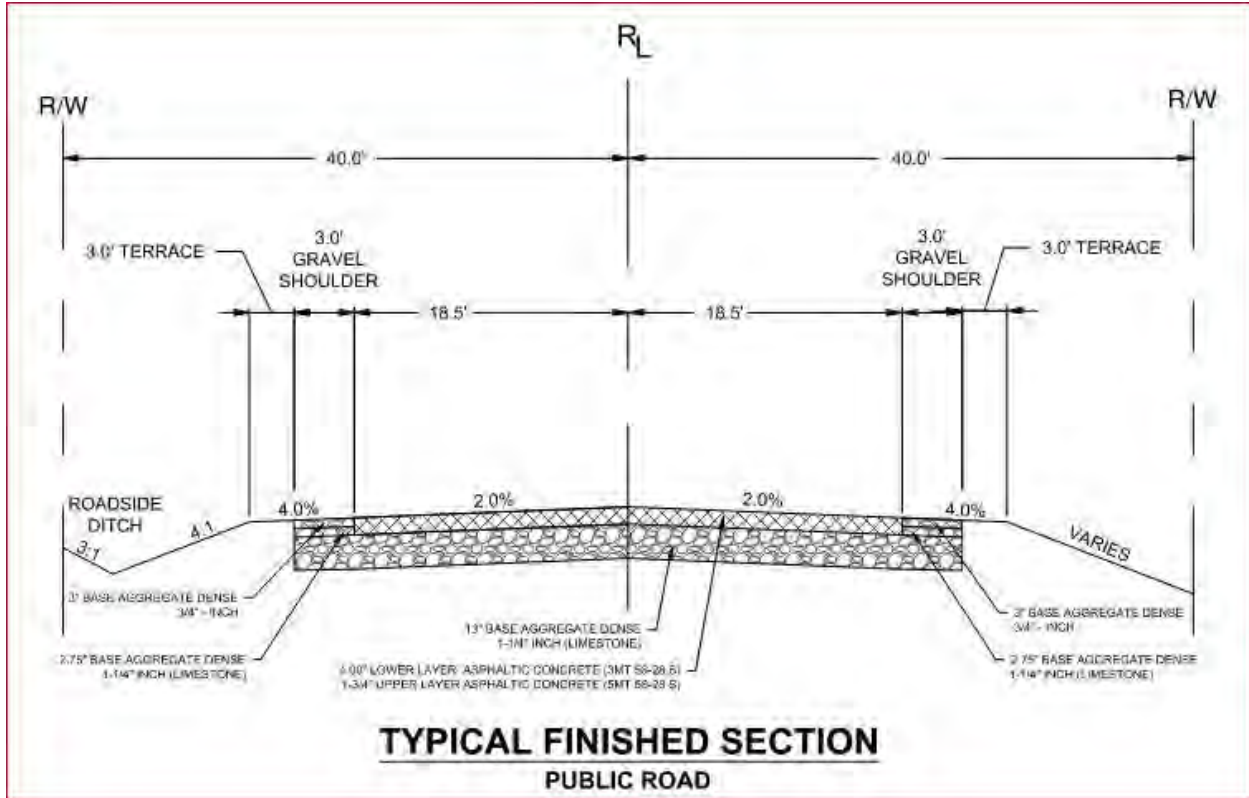
We reviewed the engineering plans prepared by Mark Weshay, PM, Zimmerman Architectural Studios, Inc. for the Mission94 Firearms Education Center. Attached is a marked-up plan reflecting a portion of the comments below. Please provide or change the following items:

General Comments:

1. Shift the parking lot to the north and relocate the access to the south side of the parking lot.
2. Provide an 80-foot wide public road dedication along the south property line from the East Frontage Road to the east line of the NW ¼ Section, see below. The existing 40-foot public R/W and utility easement will be vacated and become the southern 40-feet of the roadway dedication. Provide a legal description for the dedication and vacation. We will forward them to the Village Attorney for preparation of the legal documents



3. See the attached excerpt from the WisDOT Access Management plan; place a public road within the 80-foot roadway dedication connecting the Frontage Road to the proposed parking lot entrance. The typical section is shown below. The entrance to the site shall be provided off this road.



4. Verify with WisDOT if a TIA is necessary and provide the WisDOT access permit application for review and signature.
5. Provide the WDNR NOI permit when received.
6. Provide the stormwater management plan.
 - a. Future public roadway impervious surface within the drainage basin shall be accounted for in the proposed stormwater pond.
 - b. Per Des Plaines River Watershed Design Criteria, the maximum allowable release rate for the 2-year storm event is 0.04 cfs/acre and the 100-year is 0.30 cfs/acre.
7. See the attached marked-up plan for water main and service locations, and further comments described below.
8. Incorporate the attached Village Material Standards into the plans.

Plan Comments:

1. Sheet C1.11:
 - a. Provide sizes and connection details for the water and sewer service connections.
 - b. Replace references to “TOWN” requirements with “VILLAGE”.

2. Sheet C1.20, C1.21:
 - a. The pond should have a 5' deep permanent pool excluding the safety shelf.
 - b. The pond design is a detention basin. Retention implies that the basin will infiltrate water.

3. Sheet C5.00:
 - a. Note reverse gutter slope locations on the plans.

Status of Engineer's Approval: Not Approved

Brett D. Biwer

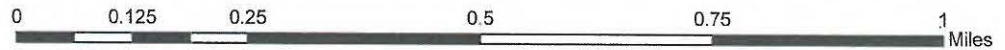
Brett D. Biwer, PE

Cc: Jason J. Peters, JD/MPA – Village Administrator
Douglas R. Snyder, P.E.



Legend

- PRIVATE ACCESS POINT
- M PUBLIC ROAD ACCESS POINT
- E EXISTING ACCESS POINT (SUBJECT TO RELOCATION/CONSOLIDATION)
- EXISTING SIGNAL
- FUTURE SIGNAL (IF WARRANTED)
- SPEED DESIGNATION
- PROPOSED LOCAL ROAD
- XXX REMOVE ROAD SEGMENT



VILLAGE OF SOMERS
 ACCESS MANAGEMENT PLAN
 WDOT. - AIRT BOWMAN 07-16-19

Village of Somers, Wisconsin

Standard Material Specification Checklist



Prepared by:

BAXTER & WOODMAN
Consulting Engineers

www.baxterwoodman.com

Date: March 22, 2018

Last Revised: January 22, 2020

GENERAL

- Comply with the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition.
- Obtain written approval for the proposed Plans and Specifications from the Village Engineer prior to construction.

SANITARY SEWER

GENERAL

- Bedding & cover material: 3/8" crushed limestone chips (pea gravel is not acceptable).
- Compacted granular backfill, topped with 10 to 14-inches of 1-1/4" dense graded aggregate base course material is required below or within 4-feet of any paved surface. Use only clean graded sand, clean granular bank run, aggregate slurry, or excavated granular material, with Village Engineer's approval.
- Consolidation of backfill: 95% standard Proctor density for imported granular material and 100% for excavated material of existing aggregate material in the adjacent trench wall. Use mechanical means, unless allowed otherwise.
- Mandrel test: After 30-days.
- Internal sewer inspection: Closed circuit color television.
- Low-pressure air test: Per Standard Specifications.
- Manhole vacuum test: Per Standard Specifications.

PIPE MATERIAL

- Minimum 8-inch PVC SDR-26 (min.) conforming to ASTM D-3034, unless allowed otherwise.

MANHOLE MATERIALS

- 48-inch ID precast concrete w/eccentric cones (typ.), ASTM C478.
- Design flat top slabs to resist H-20 loading.
- Frames and covers: Neenah R-1580 or equal, with Type B non-rocking lid, stamped with the word "SANITARY"; self-sealing gaskets; and concealed pick holes.
- Floodplain Areas: Use bolted and gasketed watertight frame and cover: Neenah R-1916-C, East Jordan 1058 WT, or equal.
- Use a minimum of 4 inches and a maximum of 19 inches of concrete adjusting rings.
- Internal/external chimney seals: Adaptor, Inc. or equal.
- Exterior joint protection: WrapidSeal by CCI Pipeline Systems or MacWrap by Mar Mac Construction Products.
- Exterior surface treatment: Heavy-duty coal tar pitch, Top-Coat or bituminous Super Service Black.

SANITARY LATERALS

- Minimum 6-inch PVC SDR-26.
- Provide wye connections unless allowed otherwise by Village Engineer. Provide ductile iron riser tee on deeper installations.
- Terminate lateral pipe with a wooden 2x4 set one foot above finish grade.
- Lateral pipe locator wire and terminal post: No. 10 AWG single strand insulated copper wire and 2-1/2 inch by 18-inch C.P. Test Services – Valvco terminal box.

WATER MAIN

GENERAL

- Only joint deflections within pipe manufacturer's specifications are permitted without fittings.
- Polyethylene wrap: Provide 8 mil on ductile iron pipe, valves, valve boxes, fittings, fire hydrant barrel sections, and curb boxes.
- Bedding & cover material: 3/8" crushed limestone chips (pea gravel is not acceptable).
- Compacted granular backfill, topped with 10 to 14-inches of 1-1/4" dense graded aggregate base course material is required below or within 4-feet of any paved surface. Use only clean graded sand, clean granular bank run, aggregate slurry, or excavated granular material, with Village Engineer's approval.
- Operation of valves: By Village representatives or agents unless allowed otherwise.
- One-hour pressure test: 150 psi with no loss.
- Leakage test (only if pressure test fails): Two hours at system pressure per Standard Specifications.
- Water services over 2-inch diameter shall meet the specifications for water main and include a gate valve/valve box at the point of connection to the water main.
- Water services equal or less than 2-inch diameter shall meet the specifications for water services and have a curb stop/service box placed one foot from the right-of-way line.

PIPE MATERIAL

- Ductile iron: Conforming to AWWA C-151/ANSI A21.51, minimum Class 52.
- PVC: Conforming to AWWA C-900, class 150, SDR 18.
- Tracer wire shall be installed with PVC pipe, extend wire up all valve boxes and to hydrants terminated in a 4-inch diameter by 30-inch long PVC pipe with a treaded cap set behind the hydrant.

LOCATOR WIRE

- Tracer locator wire: Install with PVC pipe, single strand blue insulated copper, minimum No. 10 AWG.
- Location: On top of PVC pipe and fittings, secure at min. 10-foot intervals.
- Terminal Box: 2-1/2 inch by 18-inch C.P. Test Services - Valvco.
- Extend locator wire to top of terminal boxes leaving 12 inches of slack for future connection and connect to terminal box.
- Secure terminal box to back side of fire hydrant barrel and all service curb stops and set top of box flush with finished grade. Connect service locator wire to water main locator wire.

FITTINGS

- Only American-made fittings, pipe, valves, and hydrants will be allowed.
- Ductile iron fittings: Meet AWWA C-110/ANSI A21.10 or A21.53.
- All fittings shall be full-bodied styles.
- If a sleeve is required, a full-bodied solid sleeve shall be used.
- Fittings shall be polyethylene wrapped per Standard Specifications.
- Bolts and nuts: Cor-Blue or A-304 stainless steel, no substitutions.
- Use restrained joints on all fittings.

- Thrust blocking (in addition to restrained mechanical joints): Solid concrete masonry units or Class F poured concrete per Section 4.3.13 of the Standard Specifications. Wood thrust blocking will not be permitted.

VALVES

- 4-inch to 12-inch: Resilient wedge gate valve, non-rising stem meeting AWWA C-509, Clow Model 2639/2640.
- 14-inch and larger: Butterfly valve, Clow Model 4500.
- Provide restrained joints on all valve fittings.

VALVE BOXES

- Three-piece, Tyler Series 6860 with bottom section compatible with valve box stabilizer.
- Valve box stabilizer: metal "spider" type for gate valves or butterfly valve type by Adaptor, Inc., no substitutions.
- Provide bituminous coated carbon steel valve operating extension rods with 2-inch square operating nuts terminating within 2 inches below the lid for all main line valves that are buried deeper than 8 feet from top of pipe.
- Do not extend locator wire into valve boxes.

TAPPING VALVE AND SLEEVES

- Two-piece bolted stainless steel type with mechanical joints.
- Sleeve Model/Manufacturer: Cascade CST extra heavy duty.
- Valve Model/Manufacturer: Clow F-5093 or Kennedy C950.

WATER SERVICES

- Pipe: Type K copper tubing or High Density Polyethylene tubing, SDR 9, 200 psi, copper tube sized.
- Size: 1-inch, 1 ½-inch, and 2-inch.
- Utilize stainless steel stiffeners of compatible size and connection type.
- Depth of bury: Between 6-feet and 6.5-feet from main to curb box.
- Service pipe shall be seamless from the main to the curb box.
- Service saddles for connecting to PVC pipes: Stainless steel saddle with O-ring and grade 30 rubber grid map; Cascade styles CSC1, CSC2, CS22, or equal.
- Corporation stops: McDonald No. 4701BQ ball valve with AWWA/CC taper thread inlet and compression connection outlet.
- Curb stops: McDonald No. 6106, or equal.
- Service boxes: Extension type with stationary rods, McDonald No. 5614 for 3/4" and 1" sizes and McDonald No. 5615 for 1-1/2" and 2" sizes.
- Polywrap service box.
- Place locator wire on top of water service lines and extend to terminal box adjacent to the service box.

FIRE HYDRANTS

- Model/Manufacturer: Mueller A-423.
- Color: Factory painted red with the nozzle caps and operating nut painted silver gray.
- Nozzle height: 18-inches to 26-inches to finish grade.
- Equip steamer nozzle with a factory installed 5" Storz Quick Connect.
- Standard hydrant extensions are required for hydrants with over 6 feet of cover, or where required to adjust nozzle height.

- Auxiliary valves: Connect directly to water main at an anchor tee.
- Hydrant lead pipe: Class 52 ductile iron or C-900 PVC with restrained joints.
- Hydrant leads and fittings: Restrain by Mega-lug gland or equal.
- Provide stop nut or factory-installed means of preventing damage to hydrant when torque is applied to close hydrant.
- Spacing: Maximum 400 feet (residential subdivisions).
- Place locator wire terminal boxes at all hydrant locations.

STORM SEWER

GENERAL

- Compacted granular backfill, topped with 10 to 14-inches of 1-1/4" dense graded aggregate base course material is required below or within 4-feet of any paved surface. Use only clean graded sand, clean granular bank run, aggregate slurry, or excavated granular material, with Village Engineer's approval.
- Consolidation of backfill: 95% standard Proctor density for imported granular material and 100% for excavated material of existing aggregate material in the adjacent trench wall. Use mechanical means, unless allowed otherwise.
- Provide sump pump connection/storm sewer pipes for all new homes with flexible watertight tee service connector, KOR-N-TEE by NPC Systems, or approved equal.

PIPE MATERIAL

- Within road right-of-way: Minimum 12-inch reinforced concrete pipe, minimum class III, conforming to ASTM C76 or ASTM C507.
- Outside road right-of-way: Alternate pipe material, such as HDPE ADS N-12, may be permitted by Village Engineer.
- Rubber O-ring gasket pipe required.

MANHOLE MATERIALS

- Design flat top slabs to resist H-20 loading.
- Frames and closed lids: Heavy duty, indented top solid lid, non-rocking, Neenah R-1580 with Type B lid or equal.
- Frames and open lids: Heavy duty, Neenah R-2504 with Type D grates, or equal.
- Beehive grate manhole covers: Neenah R-2560 E1 or equal.
- Manholes shall be 4'-0" diameter minimum.
- Joints for manhole riser section shall be made with non-shrink grout, rubber "O"-ring gaskets, a continuous ring of butyl rubber sealant (EZ-Stik or Kent Seal in rope form) or equal.
- Adjusting rings and manhole frames shall be set with non-shrink grout or butyl rubber sealant troweled into a 1/4-inch thick layer over the entire surface areas of the top of cone and all adjusting rings. The butyl rubber sealant shall be EZ-Stik or Kent Seal butyl base sealant in trowelable grade or equal.

CATCH BASINS

- 2'x3' precast concrete box with a minimum 12-inch sump for catch basins in the curb line.
- 2' diameter precast concrete structure with a minimum 12-inch sump for catch basins in grassed areas.
- Do not place catch basins within the entire curb return at intersections, if possible.
- Curb inlet frames: Neenah R-3067-L.

- Turf area drainage grates: Beehive type, Neenah R-2560 E1 or equal.

DRIVEWAY CULVERTS

- Minimum 15-inch diameter CMP or RCP with flared end sections.

STORM LATERALS

- Minimum 6-inch PVC SDR-26.
- Provide wye connections unless allowed otherwise.
- Terminate lateral pipe with a wooden 2x4 set one foot above finish grade.
- Lateral pipe locator wire and terminal post: No. 10 AWG single strand insulated copper wire and 2-1/2 inch by 18-inch C.P. Test Services – Valvco terminal box.

STREET PAVEMENTS

PAVEMENT MARKINGS

- Epoxy pavement markings required for streets.



LEGEND:

UTILITY	GRADING	SITE
<p>EXISTING:</p> <p>WATERMAIN BURIED ELECTRIC OVERHEAD WIRE GAS LINE SANITARY SEWER STORM SEWER</p> <p>UTILITY POLE LIGHT POLE SANITARY MANHOLE FIRE HYDRANT WATER VALVE STORM SEWER STRUCTURE</p> <p>PROPOSED:</p> <p>WATERMAIN ELECTRICAL LINE GAS LINE SANITARY SEWER STORM SEWER WATER VALVE STORM SEWER STRUCTURE FLARED END SECTION</p>	<p>EXISTING:</p> <p>MAJOR CONTOUR MINOR CONTOUR EXISTING SPOT ELEVATION</p> <p>PROPOSED:</p> <p>MAJOR CONTOUR MINOR CONTOUR SPOT ELEVATION (FINISHED GRADE, TOP OF PAVEMENT, FLANGE OF CURB) DOOR ELEVATION GROUND GRADE AT BUILDING SPOT ELEVATION (T/C - TOP OF CURB, E/P - EDGE OF PAVEMENT) RETAINING WALL SPOT ELEVATION (T/W - TOP OF WALL, B/W - GROUND GRADE AT BOTTOM) FLARED END SECTION (PIPE SIZE, INVERT ELEVATION) DRAINAGE FLOW DIRECTION EMERGENCY OVERTFLOW ROUTE</p>	<p>EXISTING:</p> <p>EXISTING PARKING COUNT EXISTING SIGN EXISTING ADA PARKING SPACE</p> <p>PROPOSED:</p> <p>PARKING COUNT ADA PARKING SPACE SIGN TRUNCATED DOMES PAVEMENT MARKING DIRECTIONAL ARROWS</p>

GENERAL NOTES AND SPECIFICATIONS:

- THE EXISTING SITE INFORMATION ON THIS PLAN WAS TAKEN FROM A SITE SURVEY PROVIDED BY TERRA ENGINEERING LTD. THE ENGINEER MAKES NO WARRANTY OR REPRESENTATION WITH REFERENCE TO THE ACCURACY AND COMPLETENESS OF THE EXISTING CONDITIONS INDICATED OR NOT INDICATED ON THE ENGINEERING PLANS PROVIDED. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING SITE CONDITIONS INCLUDING UNDERGROUND UTILITIES, UNDERGROUND UTILITY ELEVATIONS, BUILDING SETBACKS AND EXISTING BUILDING LOCATIONS. THE CONTRACTOR SHALL INFORM THE OWNER AND ENGINEER OF ANY DISCREPANCIES PRIOR TO COMMENCING WITH WORK. QUESTIONS REGARDING THE EXISTING SURVEY SHALL BE DIRECTED TO THE PARTIES LISTED ABOVE.
- BEFORE PROCEEDING WITH ANY UTILITY CONSTRUCTION, CONTRACTOR SHALL EXCAVATE EACH EXISTING LATERAL TO BE CONNECTED TO VERIFYING ELEVATION, LOCATION AND SIZE. SHOULD THE EXISTING UTILITY NOT BE AS INDICATED ON THE PLAN, THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY FOR EVALUATION.
- ALL UTILITY CONSTRUCTION SHALL ADHERE TO THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN (2003), AS WELL AS, THE MUNICIPAL CONSTRUCTION STANDARDS AND THE DEPT. OF SAFETY AND PROFESSIONAL SERVICES SEC. 302-307.
- ALL PERMITS MUST BE RECEIVED FROM THE MUNICIPALITY AND WDNR (IF REQUIRED) PRIOR TO THE START OF CONSTRUCTION. IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE ALL APPLICABLE PERMITS ARE RECEIVED PRIOR TO STARTING CONSTRUCTION.
- NOTIFY THE PUBLIC WORKS INSPECTION DEPT. AT LEAST 48 HOURS BEFORE STARTING CONSTRUCTION.
- BACKFILL REQUIREMENTS AND ROADWAY/SIDEWALK RESTORATION SHALL ADHERE TO LOCAL STANDARDS (GRANULAR BACKFILL UNDER OR WITHIN 5' OF CURBS, SIDEWALK, OR PAVEMENT SPOIL MAY BE USED ELSEWHERE. SLURRY BACKFILL WILL BE REQUIRED IN PUBLIC ROADWAYS.)
- ALL BUILDING UTILITIES SHALL BE VERIFIED WITH THE ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION.
- ALL PROPOSED WATERMAIN SHALL BE PVC SDR 18, CLASS 150, AWWA C900 WITH ELASTOMERIC JOINTS (UNLESS OTHERWISE NOTED).
- PROPOSED SANITARY SEWER PIPE SHALL BE PVC, ASTM D-3034, SDR 35 WITH RUBBER GASKETED JOINTS CONFORMING TO ASTM D-3212 (UNLESS OTHERWISE NOTED).
- PROPOSED STORM SEWER SHALL BE PVC, ASTM D-3034, SDR 35 WITH RUBBER ELASTOMERIC JOINTS CONFORMING TO ASTM D-3212 (UNLESS OTHERWISE NOTED).
- A MEANS TO LOCATE BURIED UNDERGROUND EXTERIOR NONMETALLIC UTILITIES MUST BE PROVIDED. PROVIDE TRACER WIRE OR OTHER METHODS IN ORDER TO BE LOCATED IN ACCORD WITH THE PROVISIONS SECTIONS 182.0715(2R) OF THE STATE STATUTES.
- UTILITY TRENCHES SHALL BE MECHANICALLY COMPACTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN.
- ALL MANHOLES, CATCH BASINS, INLETS, VALVES BOXES, ETC WITHIN THE PROJECT AREA SHALL BE RESET AND ADJUSTED TO MATCH FINISH GRADE.
- ALL EXCAVATED OR STRIPPED MATERIALS NOT BEING REPLACED IN UTILITY TRENCHES OR BEING USED FOR FILL SHALL BE REMOVED FROM THE SITE, UNLESS OTHERWISE DIRECTED BY THE OWNER.
- SEE ARCHITECTURAL PLANS FOR EXACT BUILDING & FOUNDATION DETAILS AND ORIENTATION.
- ALL ON-SITE CONCRETE CURB AND GUTTER TO BE 18" WIDE VERTICAL FACE, UNLESS OTHERWISE NOTED. REVERSE OR REGULAR STYLE CURB DENOTED ON PLANS.
- ALL CURB ELEVATIONS ARE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED. SEE CURB DETAIL FOR TOP OF CURB ELEVATIONS.
- ALL CURB RADII ARE MEASURED TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL MATCH PROPOSED CONCRETE CURB AND GUTTER, SIDEWALK AND PAVEMENT TO EXISTING IN ELEVATION AND ALIGNMENT.
- REMOVAL OF CURB AND GUTTER, SIDEWALK AND PAVEMENT SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE WISCONSIN D.O.T.
- ALL CONCRETE FOR CURB AND GUTTER, ROADWAY AND SIDEWALKS MUST CONFORM TO THE STANDARD SPECIFICATIONS FOR READY MIXED CONCRETE. MINIMUM 28 DAY COMPRESSIVE STRENGTH TEST MUST EQUAL 4000 PSI.
- CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL PROPERTY CORNERS.
- CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING UTILITIES OR SITE IMPROVEMENTS. CONTRACTOR SHALL DOCUMENT ALL EXISTING DAMAGE PRIOR TO START OF CONSTRUCTION AND NOTIFY CONSTRUCTION MANAGER OF ANY FINDINGS.
- PROJECT SAFETY ON-SITE SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING SOIL CONDITIONS. CONSTRUCTION MANAGER MAY HAVE SOILS REPORT FOR MORE INFO.
- CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE OWNER WITH A SET OF MARKED UP PLANS (AS-BUILTS) SHOWING ANY CHANGES DURING CONSTRUCTION.

CIVIL SHEET INDEX:

No.	Date	Description
C1.10		PROJECT LOCATION AND GENERAL NOTES
C1.11		SITE PLAN
C1.20		GRADING PLAN - OVERALL
C1.21		GRADING PLAN - NORTH
C1.22		GRADING PLAN - SOUTH
C1.30		EROSION CONTROL PLAN
C1.40		EXISTING SURVEY
C5.00		CONSTRUCTION DETAILS

Sheet:
PROJECT LOCATION AND GENERAL NOTES

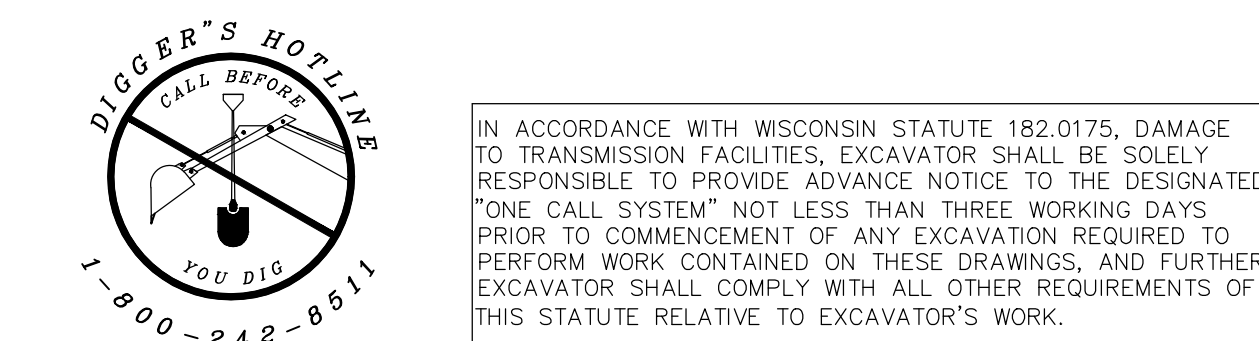
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No.	Date	Description
11/1/22		SHOWS PLAN COMPLETION SUBMITTAL

Date:
November 1, 2022

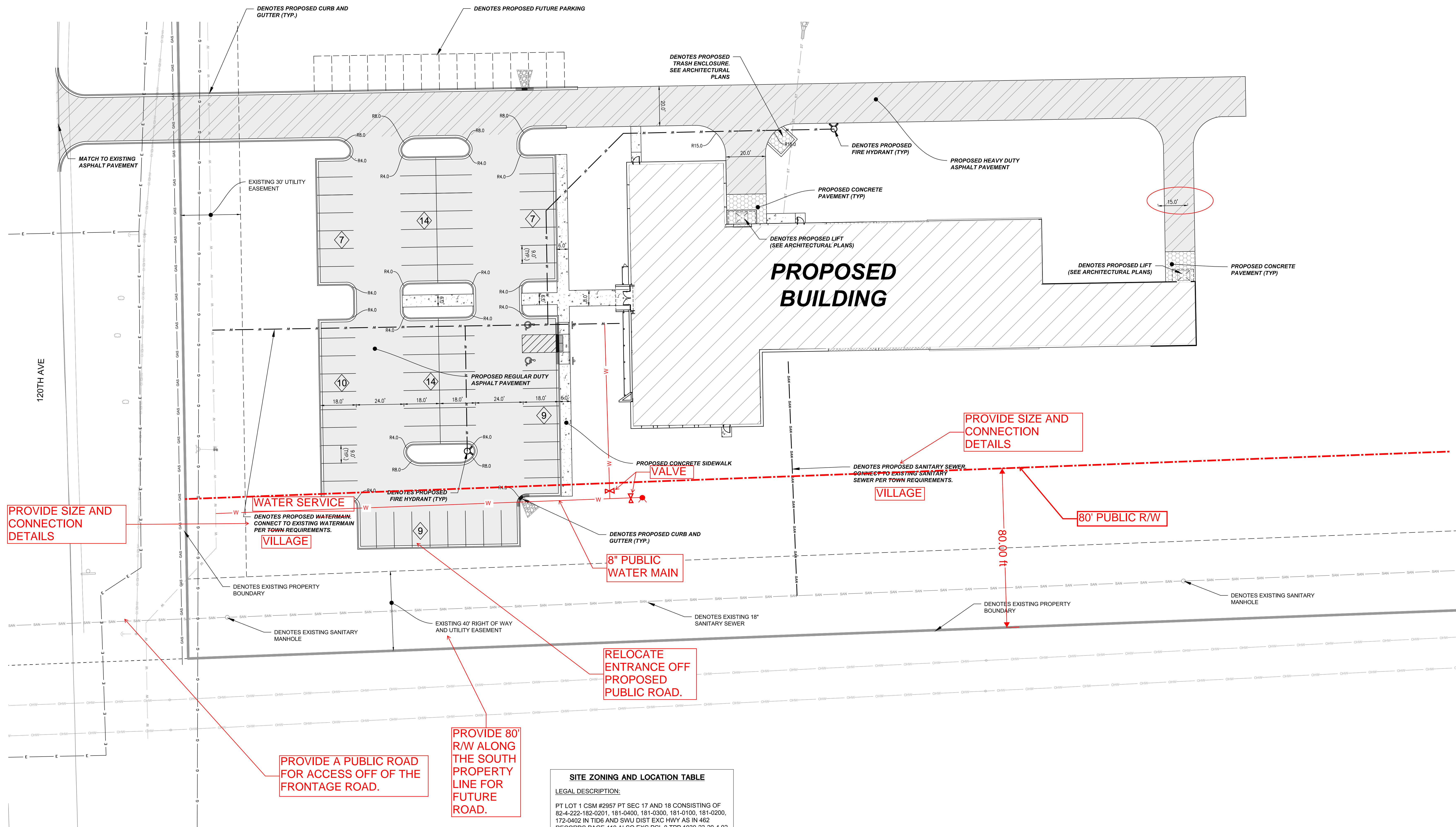
Project No.:
210048.00

Sheet No.:
C1.10





No.	Date:	Description:
11/1/22		ISSUES PLAN COMMISSION SUBMITTAL



SITE ZONING AND LOCATION TABLE

LEGAL DESCRIPTION:
PT LOT 1 CSM #2957 PT SEC 17 AND 18 CONSISTING OF 82-4-222-182-0201, 181-0400, 181-0300, 181-0100, 181-0200, 172-0402 IN T1D6 AND SW1/4 DIST EXC HWY AS IN 482 RECORDS PAGE 410 ALSO EXC PCL 8 TPP 1030-23-20-4.02 DOC# 1544082 ALSO EXC PCL LYG W OF W LN OF RELOCATED EAST FRONTAGE RD V 1522 P 73 243.33 ACS EX RD DOC1012309 DOCH1567020 (2009 SPLIT FROM -0200 SEE NEW -0201 & -0202) (2016 INCORPORATION TO VILLAGE OF SOMERS SEE OLD 80-4-222-182-0201 ORD #15-014 DOC#1762708) DOC#1823748 DOC#1861118 (2021 COMB 82-4-222-182-0201, 181-0400, 181-0300, 181-0100, 181-0200, AND 172-0402 INTO 82-4-222-181-0201 SEE OTHER PARCELS FOR CSM#2957 AT 82-4-222-172-0405 AND 172-0206) DOCH1882107

PROPERTY LOCATION:
- 10475 12TH ST
- KENOSHA, WI 53144

EXISTING ZONING: - PARK-RECREATION DISTRICT
PROPOSED ZONING: - PARK-RECREATION DISTRICT

ZONING SETBACKS:
BUILDING SETBACK: - 65 FEET (FRONT)
- 40 FEET (SIDE & REARS YARD)
PARKING SETBACK: - 20 FEET (FRONT YARD)
- 10 FEET (OTHER YARDS)

PROPERTY OWNER: - ARCHIVES & ARMORY
PMML WISCONSIN LLC

SITE CALCULATION TABLE

TOTAL SITE AREA	243.91 AC
TOTAL DISTURBED AREA*	5.22 AC
EXISTING IMPERVIOUS AREA*	0.00 AC
PROPOSED IMPERVIOUS AREA*	1.36 AC
PROPOSED GREENSPACE*	3.86 AC
	(74% OF SITE)
PROPOSED REGULAR PARKING SPACES*	68
PROPOSED HANDICAP PARKING*	2
PROPOSED TOTAL PARKING*	70

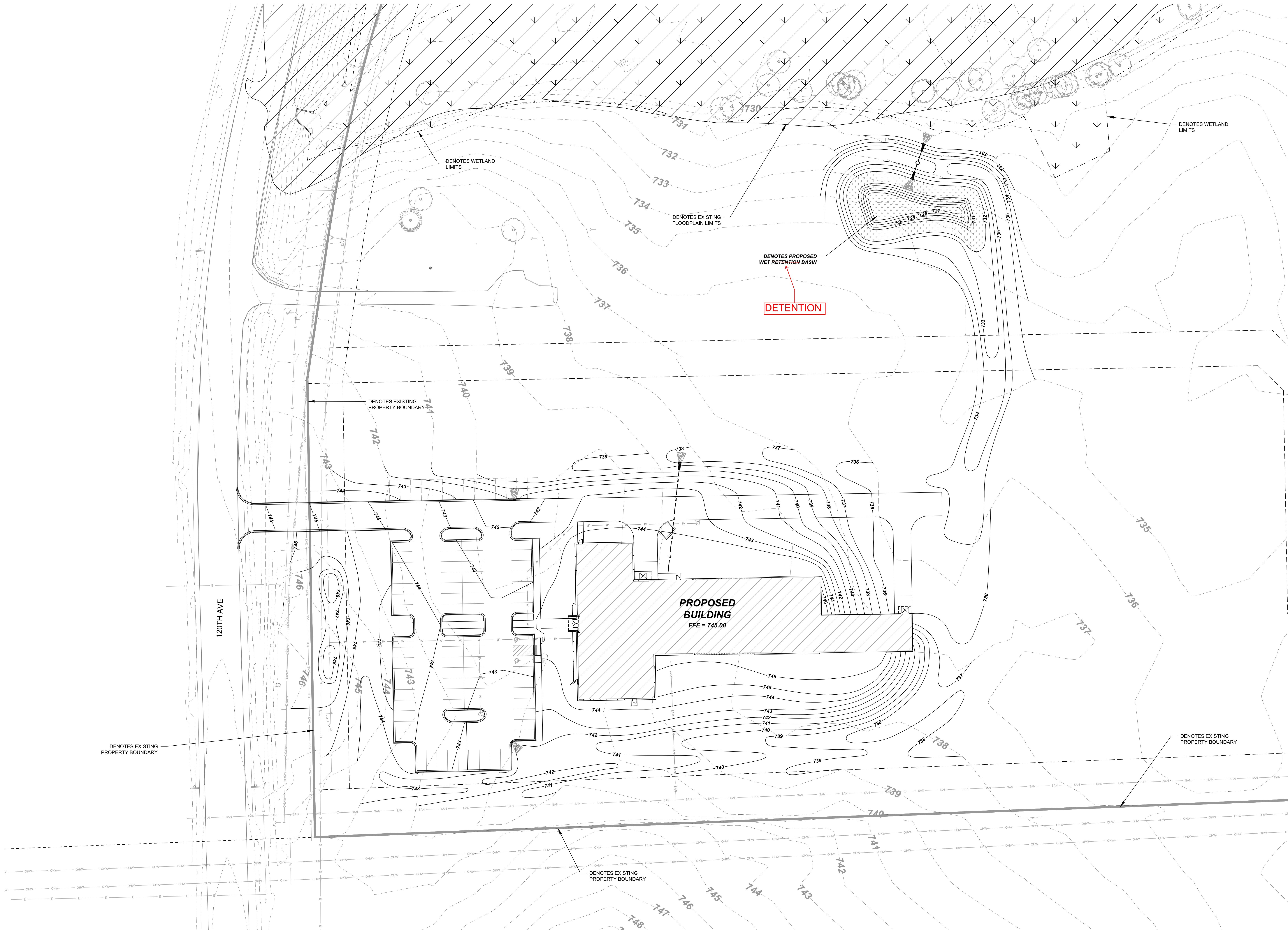
* BASED ON DISTURBED AREA

HATCH LEGEND


[Hatch Pattern]	PROPOSED CONCRETE SIDEWALK
[Hatch Pattern]	PROPOSED CONCRETE PAVEMENT
[Hatch Pattern]	PROPOSED REGULAR DUTY ASPHALT PAVEMENT
[Hatch Pattern]	PROPOSED HEAVY DUTY ASPHALT PAVEMENT
[Hatch Pattern]	PROPOSED DEPRESSED CURB
[Hatch Pattern]	PROPOSED TAPER CURB

DIGGER'S HOPE
CALL BEFORE YOU DIG
1-800-242-8811

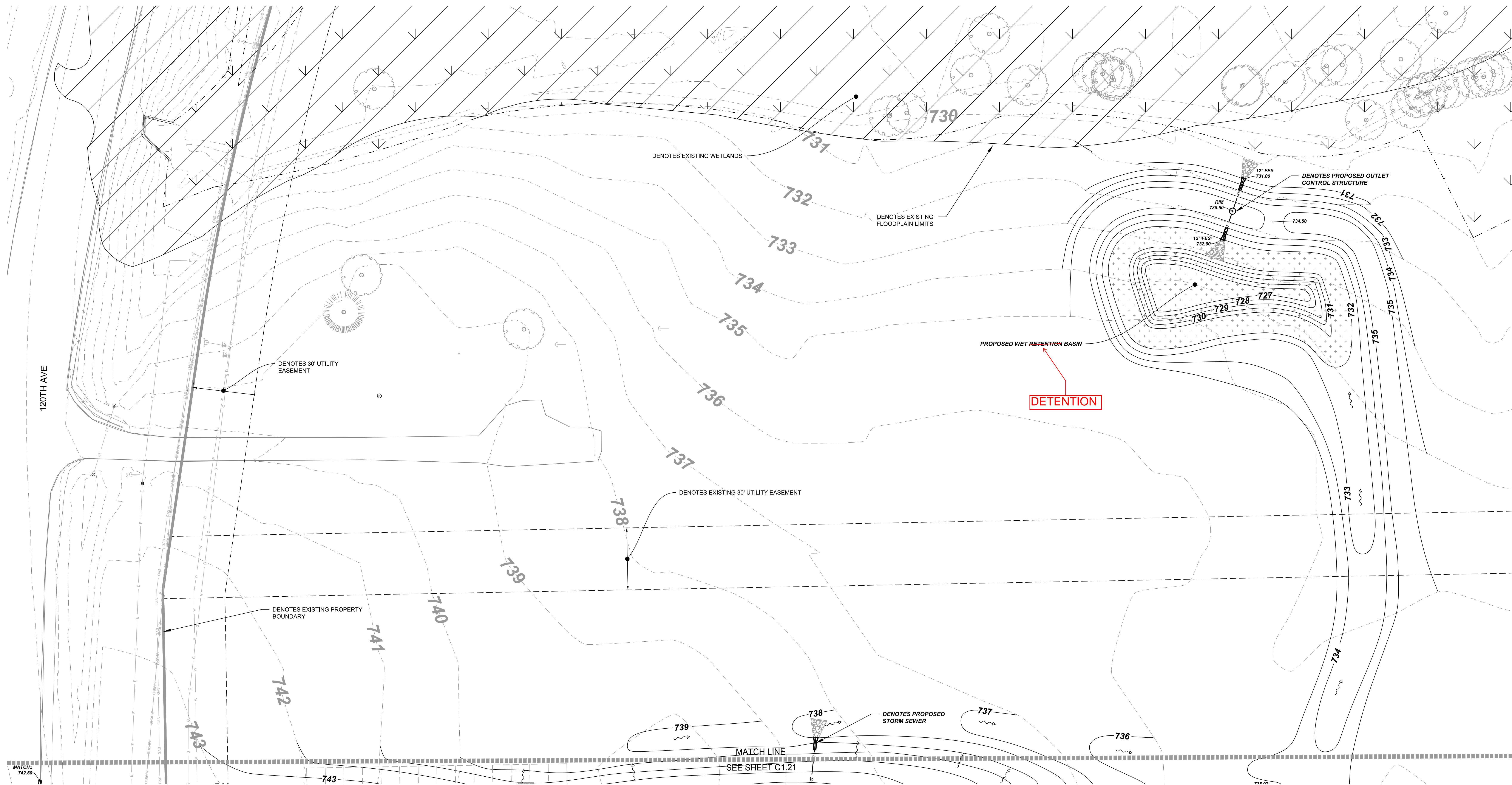
IN ACCORDANCE WITH WISCONSIN STATUTE 182.0175, DAMAGE TO TRANSMISSION FACILITIES, EXCAVATOR SHALL BE SOLELY RESPONSIBLE TO PROVIDE ADVANCE NOTICE TO THE DESIGNATED "ONE CALL SYSTEM" NOT LESS THAN THREE WORKING DAYS PRIOR TO COMMENCEMENT OF ANY EXCAVATION REQUIRED TO PERFORM WORK CONTAINED ON THESE DRAWINGS, AND FURTHER, EXCAVATOR SHALL COMPLY WITH ALL OTHER REQUIREMENTS OF THIS STATUTE RELATIVE TO EXCAVATOR'S WORK.



No.	Date	Description
1	11/1/22	ISSUES PLAN COMMISSION SUBMITTAL

 **DIGGER'S HOTLINE**
CALL BEFORE YOU DIG
1-800-242-8811

IN ACCORDANCE WITH WISCONSIN STATUTE 182.0175, DAMAGE TO TRANSMISSION FACILITIES, EXCAVATOR SHALL BE SOLELY RESPONSIBLE TO PROVIDE ADVANCE NOTICE TO THE DESIGNATED "ONE CALL SYSTEM" NOT LESS THAN THREE WORKING DAYS PRIOR TO COMMENCEMENT OF ANY EXCAVATION REQUIRED TO PERFORM WORK CONTAINED ON THESE DRAWINGS, AND FURTHER, EXCAVATOR SHALL COMPLY WITH ALL OTHER REQUIREMENTS OF THIS STATUTE RELATIVE TO EXCAVATOR'S WORK.



Consultant:



Project:
MISSION94 FIREARMS EDUCATION CENTER

Location:
120th Ave.
Somers, WI 53171

Key Plan:



Sheet:

GRADING PLAN - NORTH

Scale: SCALE: 1" = 20'

No.	Date	Description
1	11/1/22	ISSUES PLAN COMMISSION SUBMITTAL

Date:

November 1, 2022

Project No.:

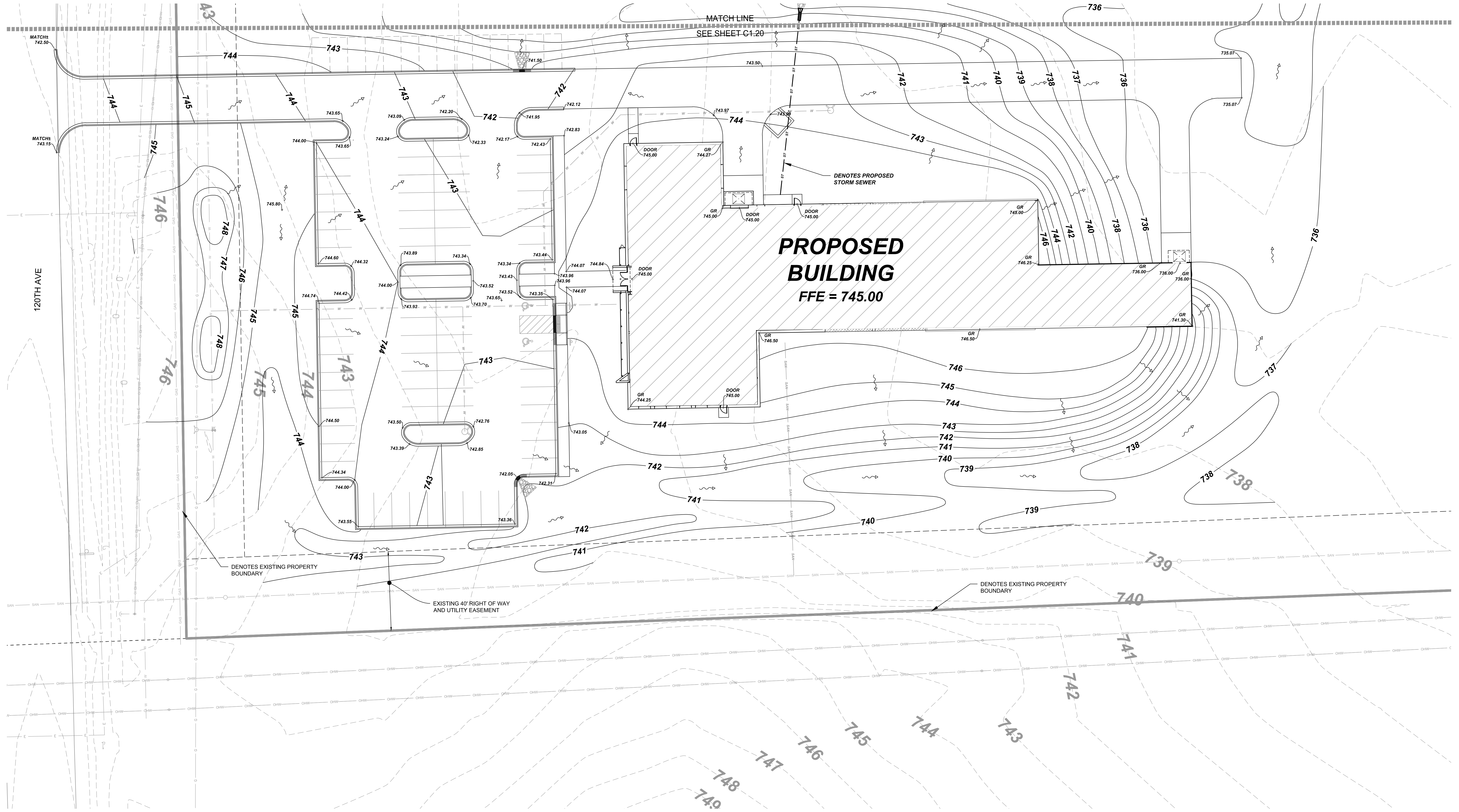
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Sheet No.:

C1.21



IN ACCORDANCE WITH WISCONSIN STATUTE 192.0175, DAMAGE TO TRANSMISSION FACILITIES, EXCAVATOR SHALL BE SOLELY RESPONSIBLE TO PROVIDE ADVANCE NOTICE TO THE DESIGNATED "ONE CALL SYSTEM" NOT LESS THAN THREE WORKING DAYS PRIOR TO COMMENCEMENT OF ANY EXCAVATION REQUIRED TO PERFORM WORK CONTAINED ON THESE DRAWINGS, AND FURTHER, EXCAVATOR SHALL COMPLY WITH ALL OTHER REQUIREMENTS OF THIS STATUTE RELATIVE TO EXCAVATOR'S WORK.



**PROPOSED
BUILDING**
FFE = 745.00

DENOTES PROPOSED
STORM SEWER

DENOTES EXISTING PROPERTY
BOUNDARY

EXISTING 40' RIGHT OF WAY
AND UTILITY EASEMENT

DENOTES EXISTING PROPERTY
BOUNDARY

MATCH LINE
SEE SHEET C1.20

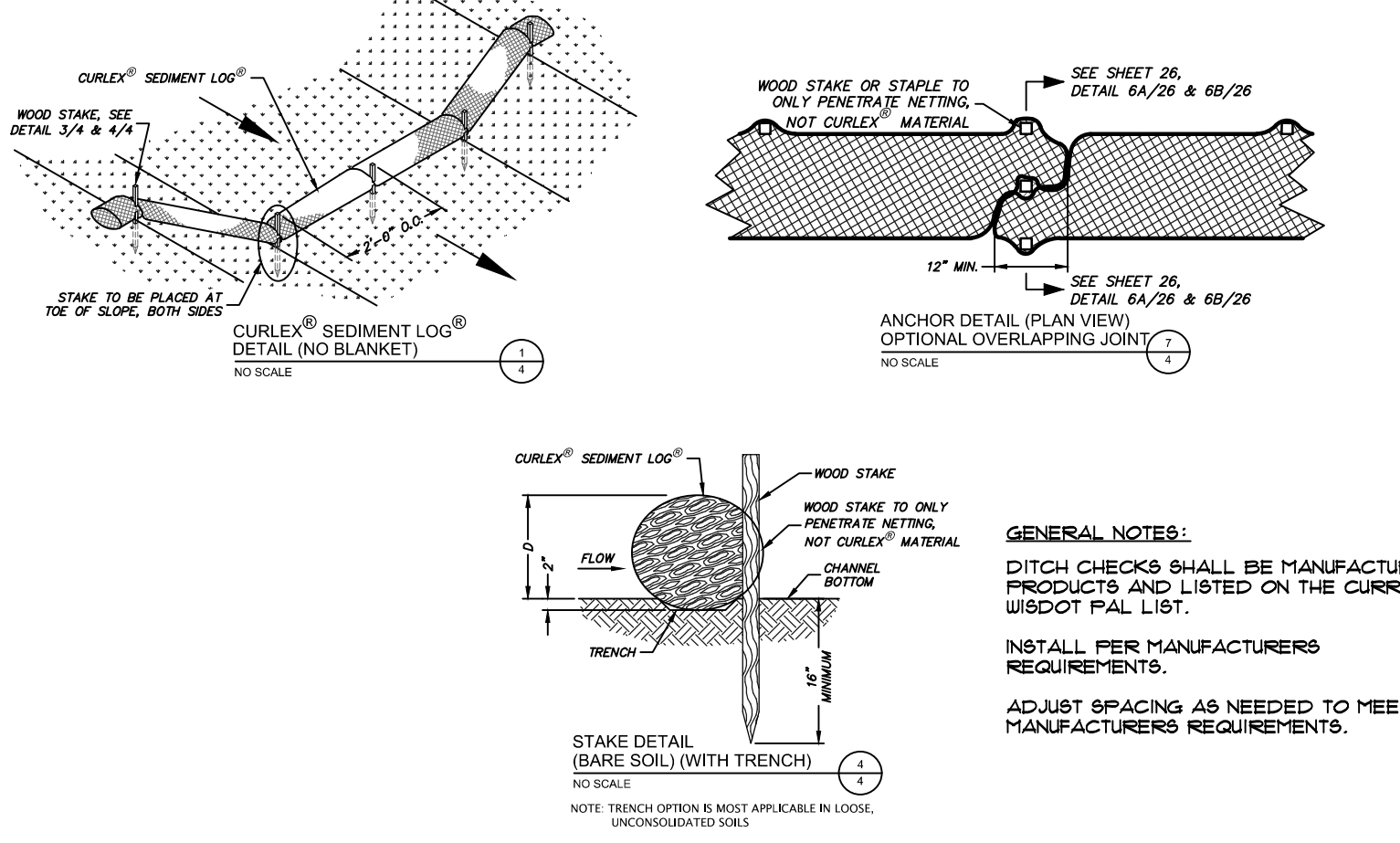
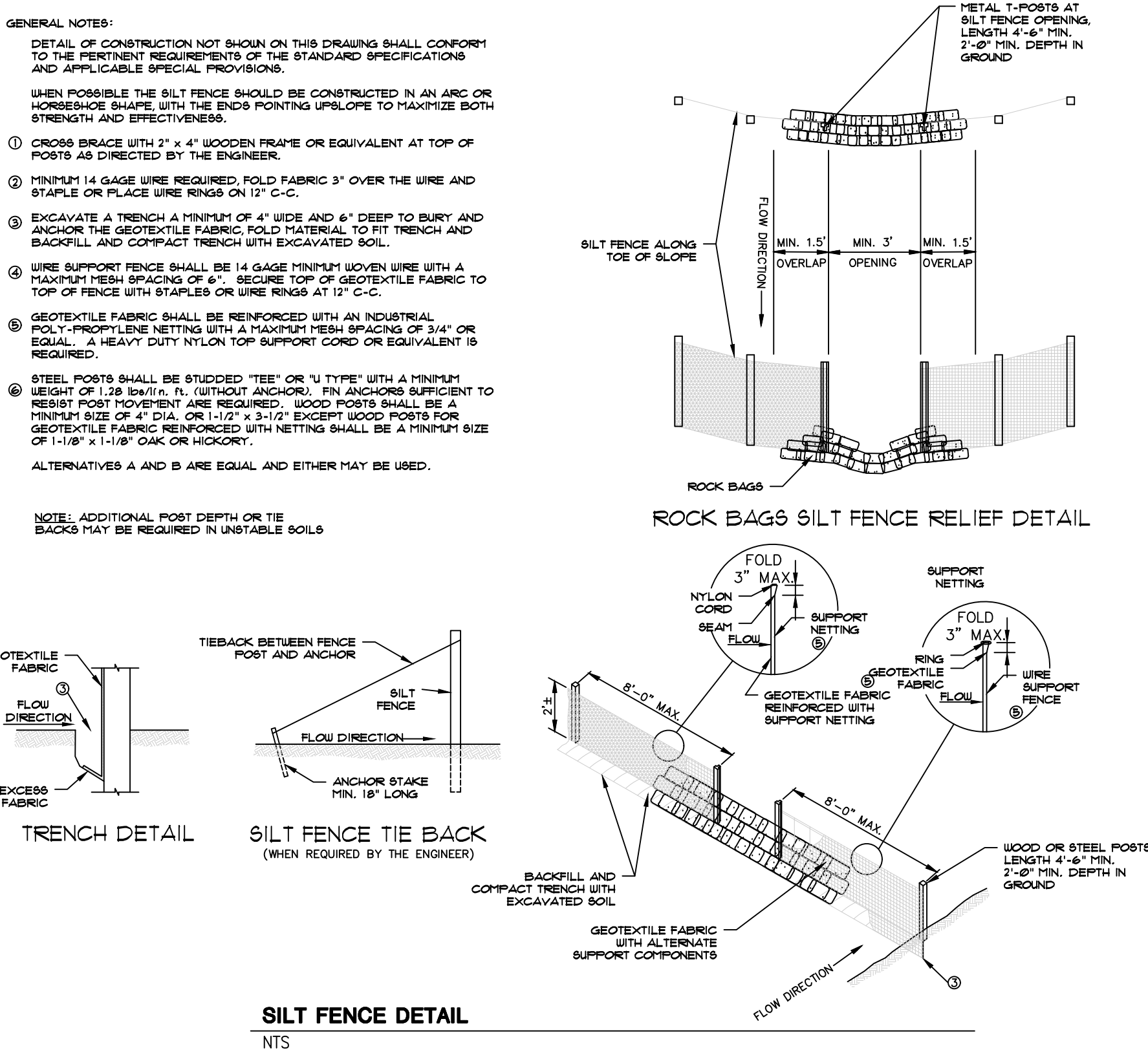
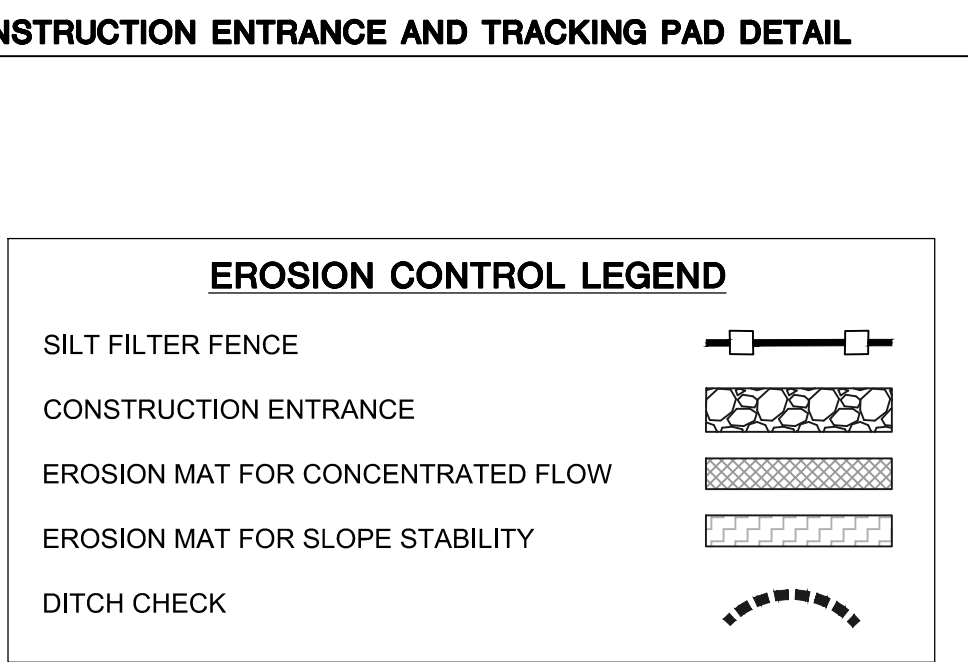
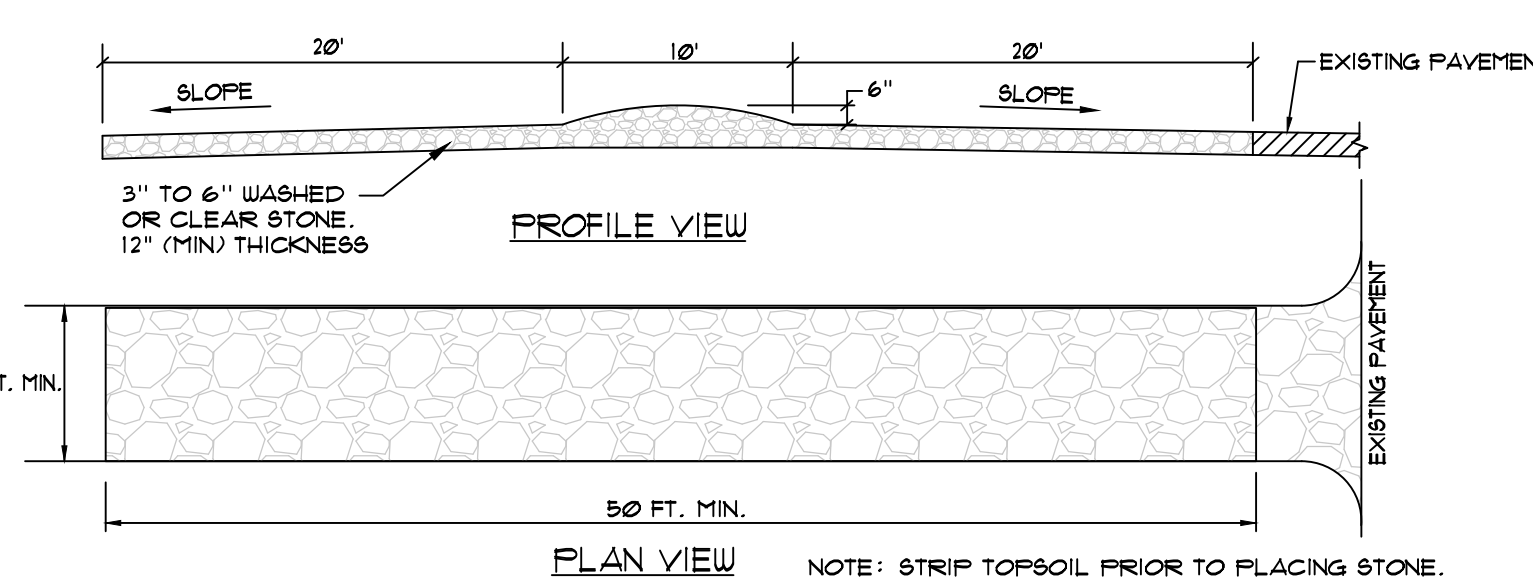
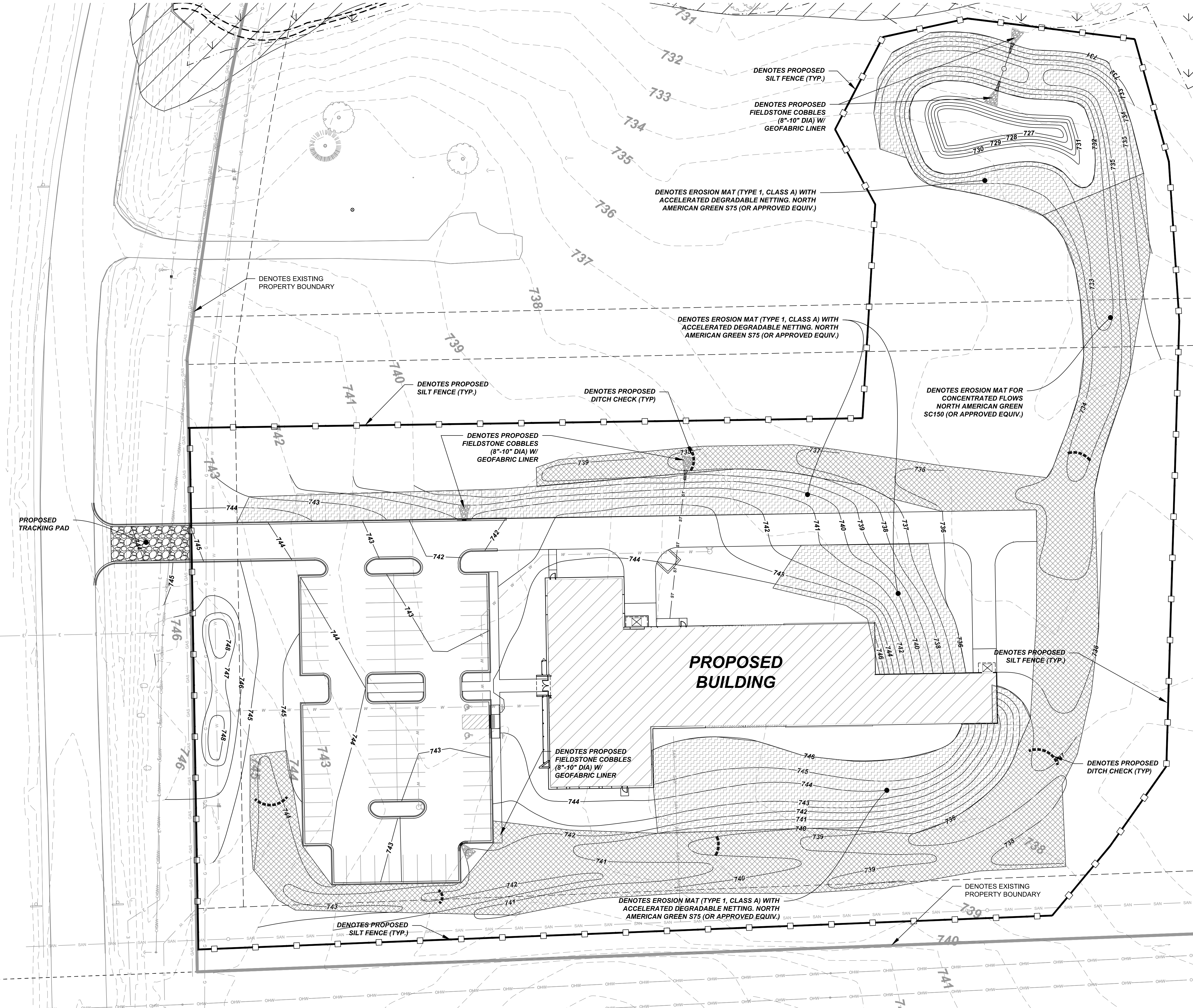
120TH AVE

No.	Date	Description
1	11/1/22	ISSUES PLAN COMMISSION SUBMITTAL



IN ACCORDANCE WITH WISCONSIN STATUTE 182.0175, DAMAGE TO TRANSMISSION FACILITIES, EXCAVATOR SHALL BE SOLELY RESPONSIBLE TO PROVIDE ADVANCE NOTICE TO THE DESIGNATED "ONE CALL SYSTEM" NOT LESS THAN THREE WORKING DAYS PRIOR TO COMMENCEMENT OF ANY EXCAVATION REQUIRED TO PERFORM WORK CONTAINED ON THESE DRAWINGS, AND FURTHER, EXCAVATOR SHALL COMPLY WITH ALL OTHER REQUIREMENTS OF THIS STATUTE RELATIVE TO EXCAVATOR'S WORK.

- ### EROSION CONTROL NOTES AND PHASING
1. WDNR PERMIT COVERAGE IS REQUIRED. POST WDNR CERTIFICATE OF PERMIT COVERAGE ON SITE AND MAINTAIN UNTIL CONSTRUCTION ACTIVITIES HAVE CEASED. THE SITE IS STABILIZED, AND A NOTICE OF TERMINATION IS FILED WITH WDNR.
 2. KEEP A COPY OF THE CURRENT EROSION CONTROL PLAN ON SITE THROUGHOUT THE DURATION OF THE PROJECT.
 3. SUBMIT PLAN REVISIONS OR AMENDMENTS TO THE ENGINEER AT LEAST 5 DAYS PRIOR TO FIELD IMPLEMENTATION.
 4. CONTRACTOR IS RESPONSIBLE FOR ROUTINE SITE INSPECTIONS AT LEAST ONCE EVERY 7 DAYS AND WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5 INCHES OR GREATER. KEEP INSPECTION REPORTS ON-SITE AND MAKE THEM AVAILABLE UPON REQUEST.
 5. INSPECT AND MAINTAIN ALL INSTALLED EROSION CONTROL PRACTICES UNTIL THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED.
 6. WHEN POSSIBLE, PRESERVE EXISTING VEGETATION (ESPECIALLY ADJACENT TO SURFACE WATERS), MINIMIZE LAND-DISTURBING CONSTRUCTION ACTIVITY ON SLOPES OF 20% OR MORE, MINIMIZE SOIL COMPACTION, AND PRESERVE TOPSOIL.
 7. REFER TO THE WDNR STORMWATER CONSTRUCTION TECHNICAL STANDARDS AT <http://dnr.wisconsin.gov/topic/water/StormwaterConstructionStandards.htm>.
 8. INSTALL PERIMETER EROSION CONTROLS, (IF REQUIRED) AND TRACKOUT CONTROL PRACTICES PRIOR TO ANY LAND-DISTURBING ACTIVITIES, INCLUDING CLEARING AND GRUBBING. USE WDNR TECHNICAL STANDARD 1057 FOR TRACKOUT CONTROL AT CONSTRUCTION ENTRANCE(S) (IF REQUIRED).
 9. INSTALL INLET PROTECTION PRIOR TO LAND-DISTURBING ACTIVITIES IN THE CONTRIBUTING DRAINAGE AREA AND/OR IMMEDIATELY UPON INLET INSTALLATION. COMPLY WITH WDNR TECHNICAL STANDARD STORM DRAIN INLET PROTECTION FOR CONSTRUCTION SITES #1060.
 10. STAGE CONSTRUCTION GRADING ACTIVITIES TO MINIMIZE THE CUMULATIVE EXPOSED AREA, CONDUCT TEMPORARY GRADING FOR EROSION CONTROL PER WDNR TECHNICAL STANDARD TEMPORARY GRADING PRACTICES FOR EROSION CONTROL #1067.
 11. PERMITTING OF GROUNDWATER DEWATERING IS THE RESPONSIBILITY OF THE CONTRACTOR. GROUNDWATER DEWATERING IS SUBJECT TO A DNR WASTEWATER DISCHARGE PERMIT AND A DNR HIGH CAPACITY WELL APPROVAL IF CUMULATIVE PUMP CAPACITY IS 70 GPM OR MORE.
 12. PROVIDE ANTI-SCOUR PROTECTION AND MAINTAIN NON-EROSIVE FLOW DURING DEWATERING. PERFORM DEWATERING OF ACCUMULATED SURFACE RUNOFF IN ACCORDANCE WITH WDNR TECHNICAL STANDARD DE-WATERING #1061.
 13. COMPLETE AND STABILIZE WET POND PRIOR TO MASS LAND DISTURBANCE TO CONTROL RUNOFF DURING CONSTRUCTION. REMOVE SEDIMENT AS NEEDED TO MAINTAIN 3 FEET OF DEPTH TO THE OUTLET, AND PROPERLY DISPOSE OF SEDIMENT REMOVED DURING MAINTENANCE (REFER TO NR 528). CONSTRUCT AND MAINTAIN THE SEDIMENT BASIN PER WDNR TECHNICAL STANDARD SEDIMENT BASIN #1094 AND SEDIMENT TRAP # 1093.
 14. INSTALL AND MAINTAIN SILT FENCING PER WDNR TECHNICAL STANDARD SILT FENCE #1056. REMOVE SEDIMENT FROM BEHIND SILT FENCES AND SEDIMENT BARRIERS BEFORE SEDIMENT REACHES A DEPTH THAT IS EQUAL TO ONE-HALF OF THE FENCE AND/OR BARRIER HEIGHT.
 15. REPAIR BREAKS AND GAPS IN SILT FENCES AND BARRIERS IMMEDIATELY. REPLACE DECOMPOSING STRAW BALES (TYPICAL BALE LIFE IS 3 MONTHS), LOCATE, INSTALL, AND MAINTAIN STRAW BALES PER WDNR TECHNICAL STANDARD DITCH CHECKS #1055.
 16. INSTALL AND MAINTAIN FILTER SOCKS IN ACCORDANCE WITH WDNR TECHNICAL STANDARD INTERIM MANUFACTURED PERIMETER CONTROL AND SLOPE INTERRUPTION PRODUCTS # 1071.
 17. IMMEDIATELY STABILIZE STOCKPILES AND SURROUND STOCKPILES AS NEEDED WITH SILT FENCE OR OTHER PERIMETER CONTROL IF STOCKPILES WILL REMAIN INACTIVE FOR 7 DAYS OR LONGER.
 18. IMMEDIATELY STABILIZE ALL DISTURBED AREAS THAT WILL REMAIN INACTIVE FOR 14 DAYS OR LONGER. STABILIZE WITH MULCH, TACKIFIER, AND A PERENNIAL SEED MIXED WITH WINTER WHEAT, ANNUAL OATS, OR ANNUAL RYE. AS APPROPRIATE FOR REGION AND SOIL TYPE. OCTOBER IS THROUGH COLD WEATHER; STABILIZE WITH A POLYMER AND DORMANT SEED MIX, AS APPROPRIATE FOR REGION AND SOIL TYPE.
 19. STABILIZE AREAS OF FINAL GRADING WITHIN 7 DAYS OF REACHING FINAL GRADE.
 20. SWEEP/CLEAN UP ALL SEDIMENT/TRASH THAT MOVES OFF-SITE DUE TO CONSTRUCTION ACTIVITY OR STORM EVENTS BEFORE THE END OF THE SAME WORKDAY OR AS DIRECTED BY THE WDNR/MUNICIPALITY. SEPARATE SWEEP MATERIALS (SOILS AND TRASH) AND DISPOSE OF APPROPRIATELY.
 21. CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST PER WDNR TECHNICAL STANDARD DUST CONTROL ON CONSTRUCTION SITES # 1058.
 22. PROPERLY DISPOSE OF ALL WASTE AND UNUSED BUILDING MATERIALS (INCLUDING GARBAGE, DEBRIS, CLEANING WASTES, OR OTHER CONSTRUCTION MATERIALS) AND DO NOT ALLOW THESE MATERIALS TO BE CARRIED BY RUNOFF INTO THE RECEIVING CHANNEL.
 23. FOR NON-CHANNELIZED FLOW ON DISTURBED OR CONSTRUCTED SLOPES 4:1 OR GREATER (OR AS SHOWN ON THE PLAN), PROVIDE CLASS 1 TYPE TYP A WITH ACCELERATED DEGRADABLE NETTING EROSION CONTROL MATTING. SELECT EROSION MATTING FROM WDOT'S PRODUCT ACCEPTABILITY LIST (PAL). INSTALL AND MAINTAIN PER WDNR TECHNICAL STANDARD NON-CHANNEL EROSION MAT #1052.
 24. FOR CHANNELIZED FLOW ON DISTURBED OR CONSTRUCTED AREAS (OR AS SHOWN ON THE PLANS), PROVIDE NORTH AMERICAN GREEN SC150 (OR APPROVED EQUAL) EROSION CONTROL MATTING. INSTALL AND MAINTAIN PER WDNR TECHNICAL STANDARD CHANNEL EROSION MAT #1053.
 25. MAKE PROVISIONS FOR WATERING DURING THE FIRST 8 WEEKS FOLLOWING SEEDING OR PLANTING OF DISTURBED AREAS WHENEVER MORE THAN 7 CONSECUTIVE DAYS OF DRY WEATHER OCCUR.
 26. NOTICE OF TERMINATION: WHEN THE SITE HAS BEEN FULLY STABILIZED AND ALL STORMWATER DISCHARGES FROM THE SITE AUTHORIZED UNDER THE NOI PERMIT HAVE BEEN ELIMINATED, A NOTICE OF TERMINATION SHALL BE FILED WITH THE DNR. CONTRACTOR SHALL SUBMIT A COMPLETED NOTICE OF TERMINATION APPLICATION IN ACCORDANCE WITH THE PERMIT REQUIREMENTS PRIOR TO FINAL PAYMENT.

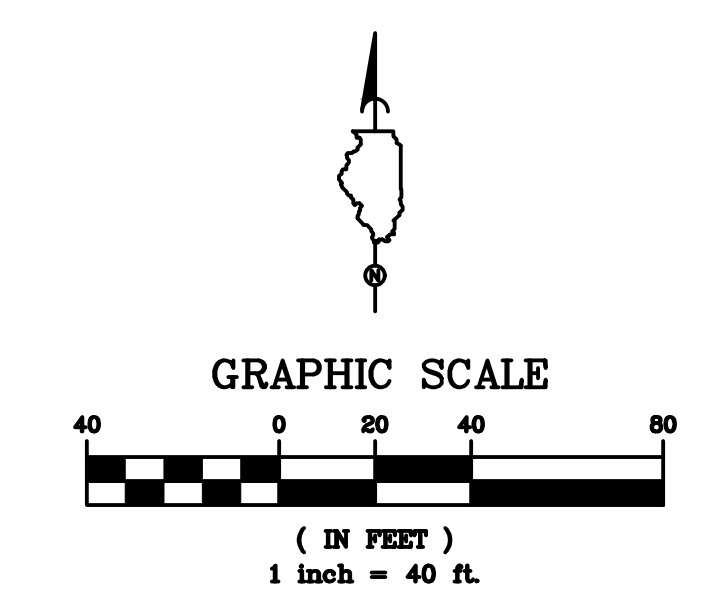


DITCH CHECK
 NTS

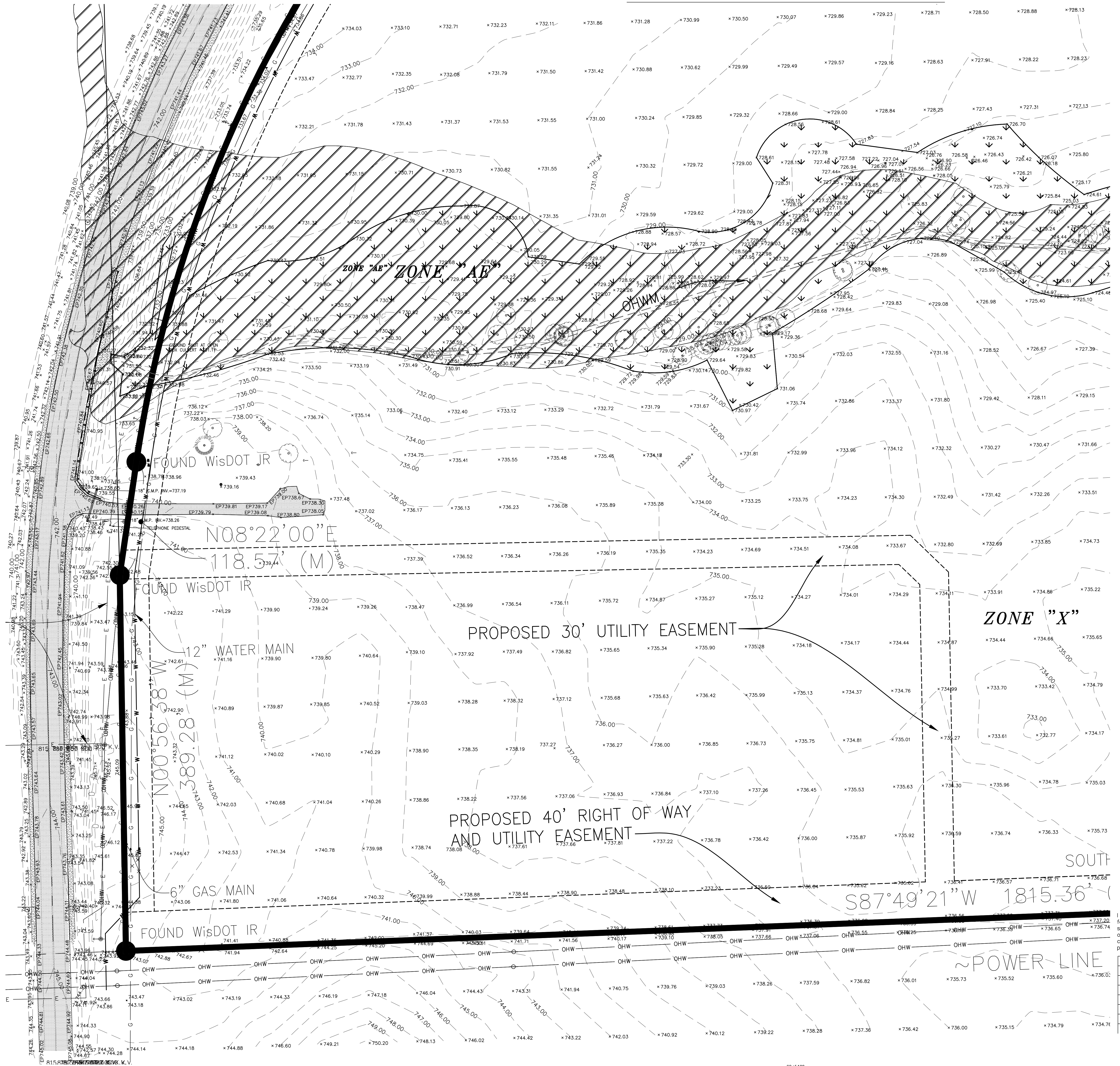
DIGGER'S HOPLING
 1-800-242-8811

IN ACCORDANCE WITH WISCONSIN STATUTE 182.0175, DAMAGE TO TRANSMISSION FACILITIES, EXCAVATOR SHALL BE SOLELY RESPONSIBLE TO PROVIDE ADVANCE NOTICE TO THE DESIGNATED "ONE CALL SYSTEM" NOT LESS THAN THREE WORKING DAYS PRIOR TO COMMENCEMENT OF ANY EXCAVATION REQUIRED TO PERFORM WORK CONTAINED ON THESE DRAWINGS, AND FURTHER, EXCAVATOR SHALL COMPLY WITH ALL OTHER REQUIREMENTS OF THIS STATUTE RELATIVE TO EXCAVATOR'S WORK.

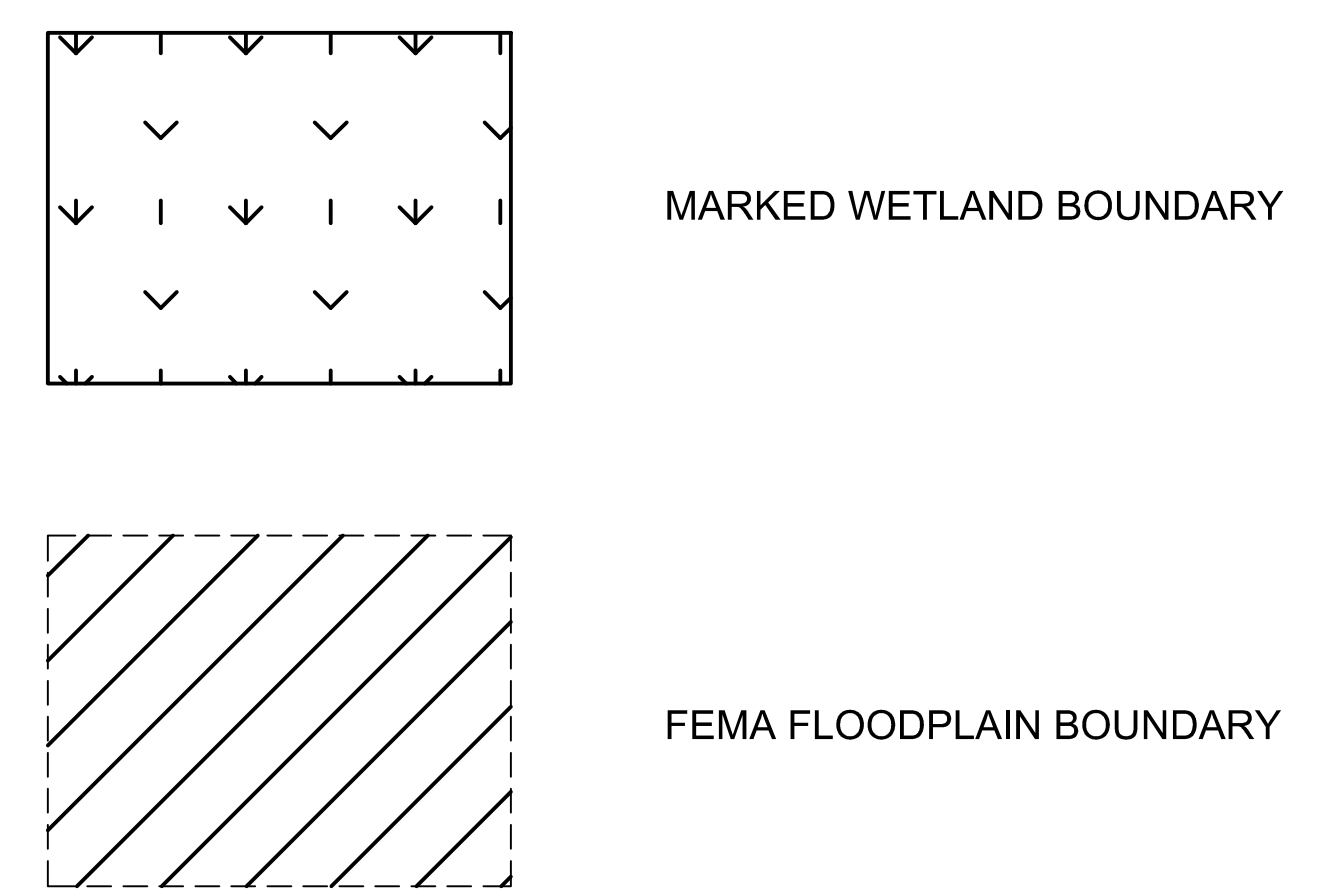
TOPOGRAPHIC SURVEY



- LEGEND AND ABBREVIATIONS:**
- PROPERTY LINE
 - BUILDING
 - CONCRETE
 - ASPHALT
 - GRAVEL
 - DEPRESSED CURB
 - CHAIN LINK FENCE
 - IRON FENCE
 - WOOD FENCE
 - GUARDRAIL
 - FOUND PK NAIL
 - FOUND REBAR
 - SET IRON ROD/PIPE
 - SET MAC NAIL
 - SET/FOUND CUT CROSS
 - COMBINATION SEWER
 - SANITARY SEWER
 - STORM SEWER
 - WATER LINE
 - GAS LINE
 - COMMUNICATION LINE
 - TELEPHONE LINE
 - UNDERGROUND WIRE LINE
 - BACK OF CURB ELEVATION
 - FLOW LINE ELEVATION
 - EDGE OF PAVEMENT ELEVATION
 - FINISH FLOOR ELEVATION
 - MANHOLE
 - WATER MANHOLE
 - ELECTRIC MANHOLE
 - TELEPHONE MANHOLE
 - CURB INLET
 - CATCH BASIN
 - AREA DRAIN
 - UTILITY POLE
 - POWER POLE W/LIGHT
 - POWER POLE W/TRANSFORMER
 - LIGHT POLE
 - FIRE HYDRANT
 - GAS VALVE
 - GAS METER
 - ELECTRIC METER
 - BUFFALO BOX
 - WATER VALVE
 - TREE-DECIDUOUS
 - TREE-EVERGREEN
 - BUSH
 - POST
 - SIGN
 - BOLLARD
 - SPRINKLER
 - CLEANOUT



SEE SHEET 3 OF 3



NOTE: SURVEY COMPLETED BY TERRA ENGINEERING LTD. THE ENGINEER MAKES NO WARRANTY OR REPRESENTATION WITH REFERENCE TO THE ACCURACY AND COMPLETENESS OF THE EXISTING CONDITIONS INDICATED OR NOT INDICATED ON THE ENGINEERING PLANS PROVIDED.

I FURTHER STATE that the accompanying plat is a scaled representation of the physical situation which I found in the field and shows the location of visible evidence of utilities which I found at the time of my survey of these premises, and underground based on supplied plans. No attempt has been made as part of this survey to excavate, uncover or expose those facilities to field check the existence, size, depth, condition, capacity or exact location of those facilities. For more information concerning those utilities, please contact the appropriate public agencies or utility company.

#	Date	Description
1	7-5-21	Issued
2	7-19-21	Comments

TERRA ENGINEERING LTD.
225 W. Ohio Street
4th Floor
Chicago, IL 60654

TEL: (312) 467-0123
FAX: (312) 467-0220
www.terraengineering.com

Project Information
PROJECT #: 18-265
DRAWN BY: RZ
CHECKED BY: TB
APPROVED BY: TB

PMML MFETC
2 of 3

Zimmerman
ARCHITECTURAL STUDIOS, INC.

2122 W. Mount Vernon Avenue | Milwaukee, WI 53233 | zstudios.com
TELEPHONE (414) 476-8800
FACSIMILE (414) 476-8892

Consultant:
Harwood Engineering Consultants
255 North 21st Street | Milwaukee, WI 53233
P (414) 333-1000 | www.hc.com

Project:
MISSION94 FIREARMS EDUCATION CENTER

Location:
120th Ave.
Somers, WI 53171

Key Plan:

Sheet:
EXISTING SURVEY

Scale: SCALE: 1" = 40'

No.	Date	Description
1	11/1/22	ISSUES PLAN CORRECTIONS SUBMITTED

Date: November 1, 2022

Project No.: 210048.00

Sheet No.: **C1.40**

Consultant:



Project:
MISSION94 FIREARMS EDUCATION CENTER

Location:
 120th Ave.
 Somers, WI 53171

Key Plan:



Sheet:

CONSTRUCTION DETAILS

Scale:

No.	Date	Description
11/22		ISSUES PLAN COMMISSION SUBMITTAL

Date:

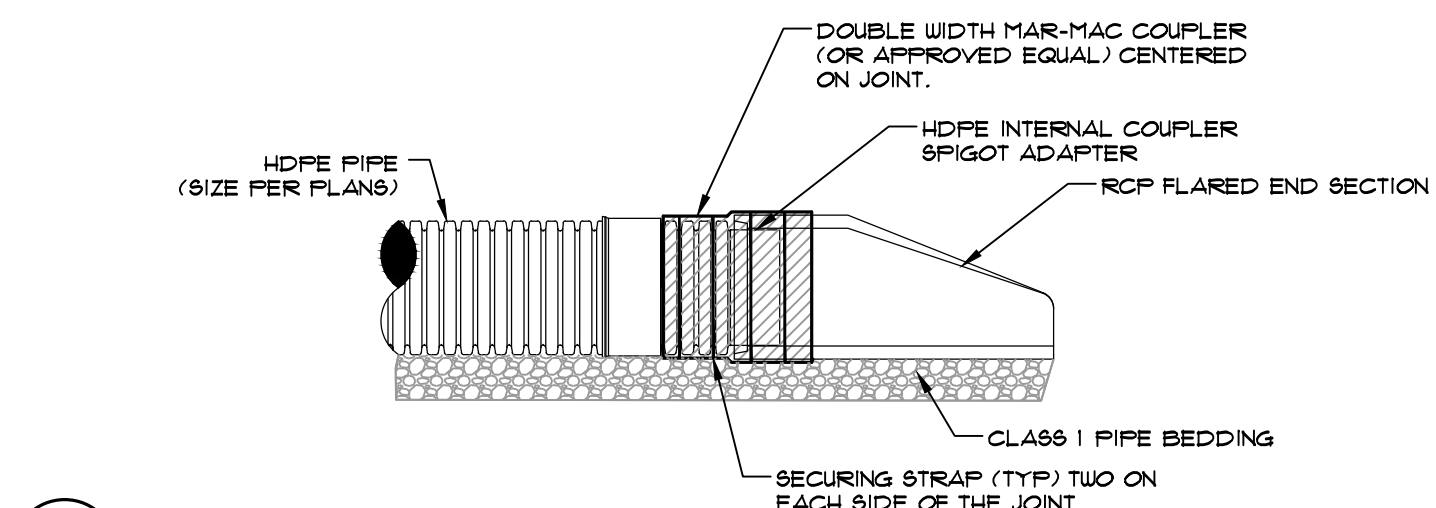
November 1, 2022

Project No.:

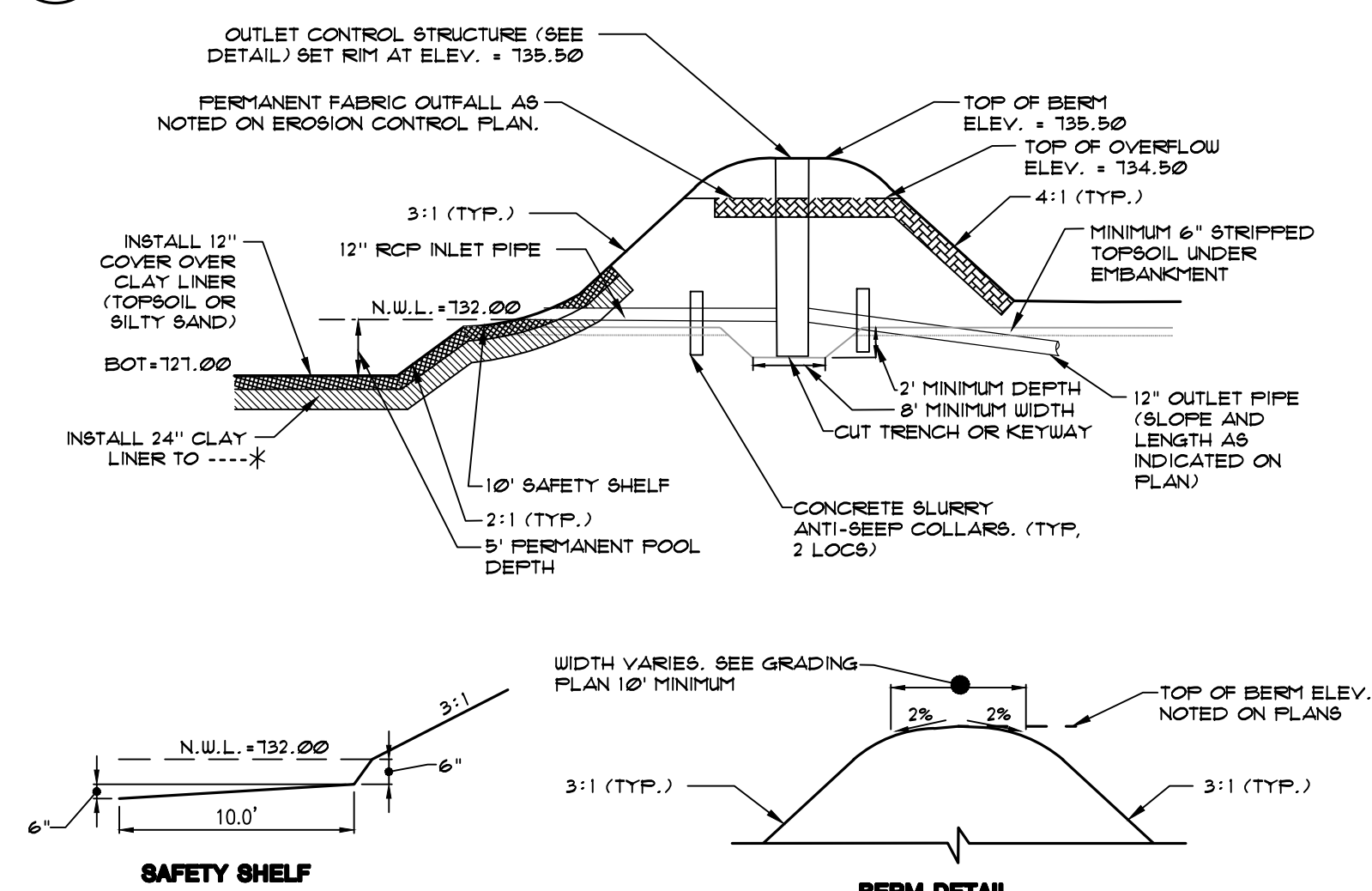
210048.00

Sheet No.:

C5.00



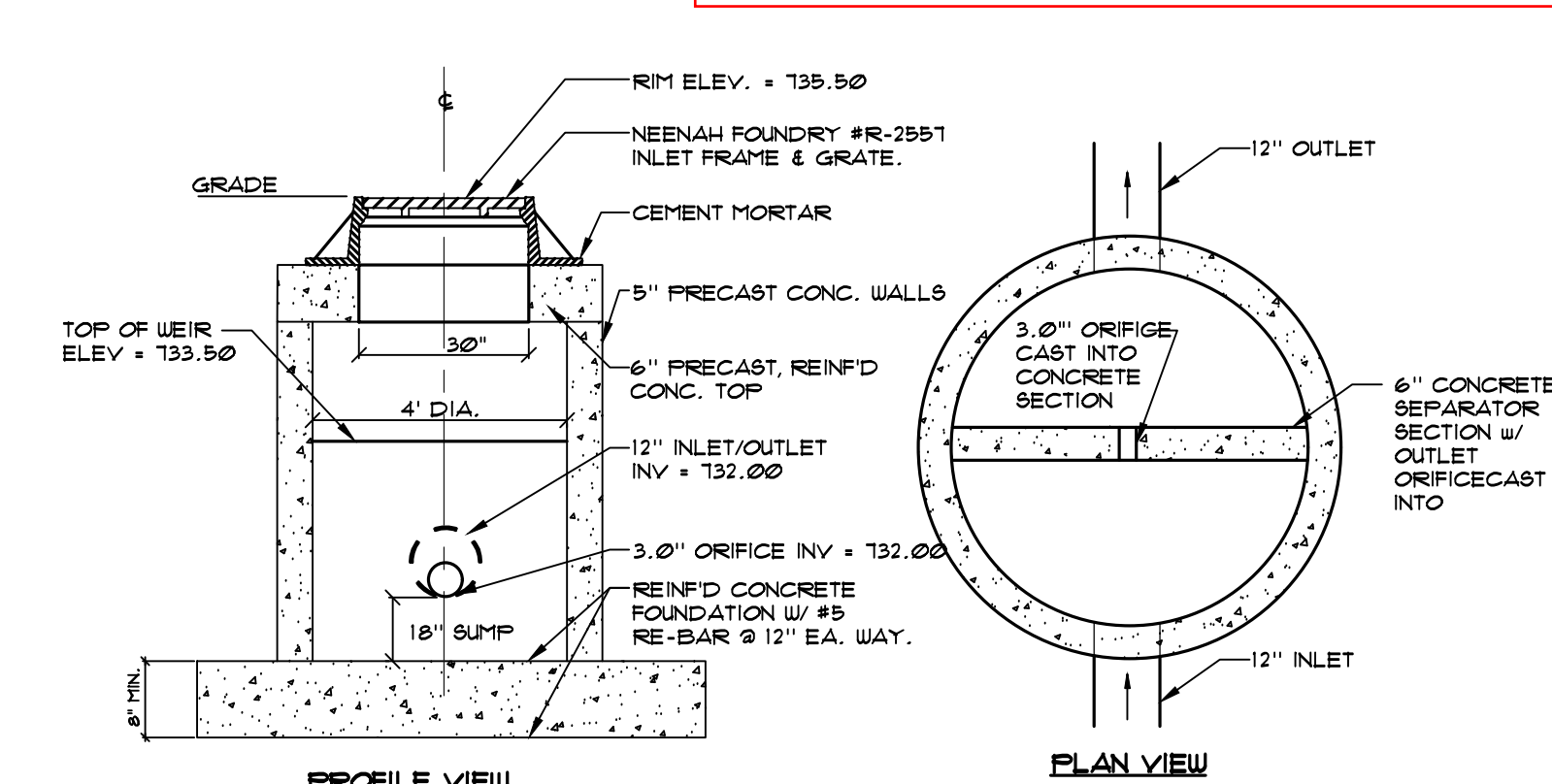
01 FLARED END SECTION
 NTS



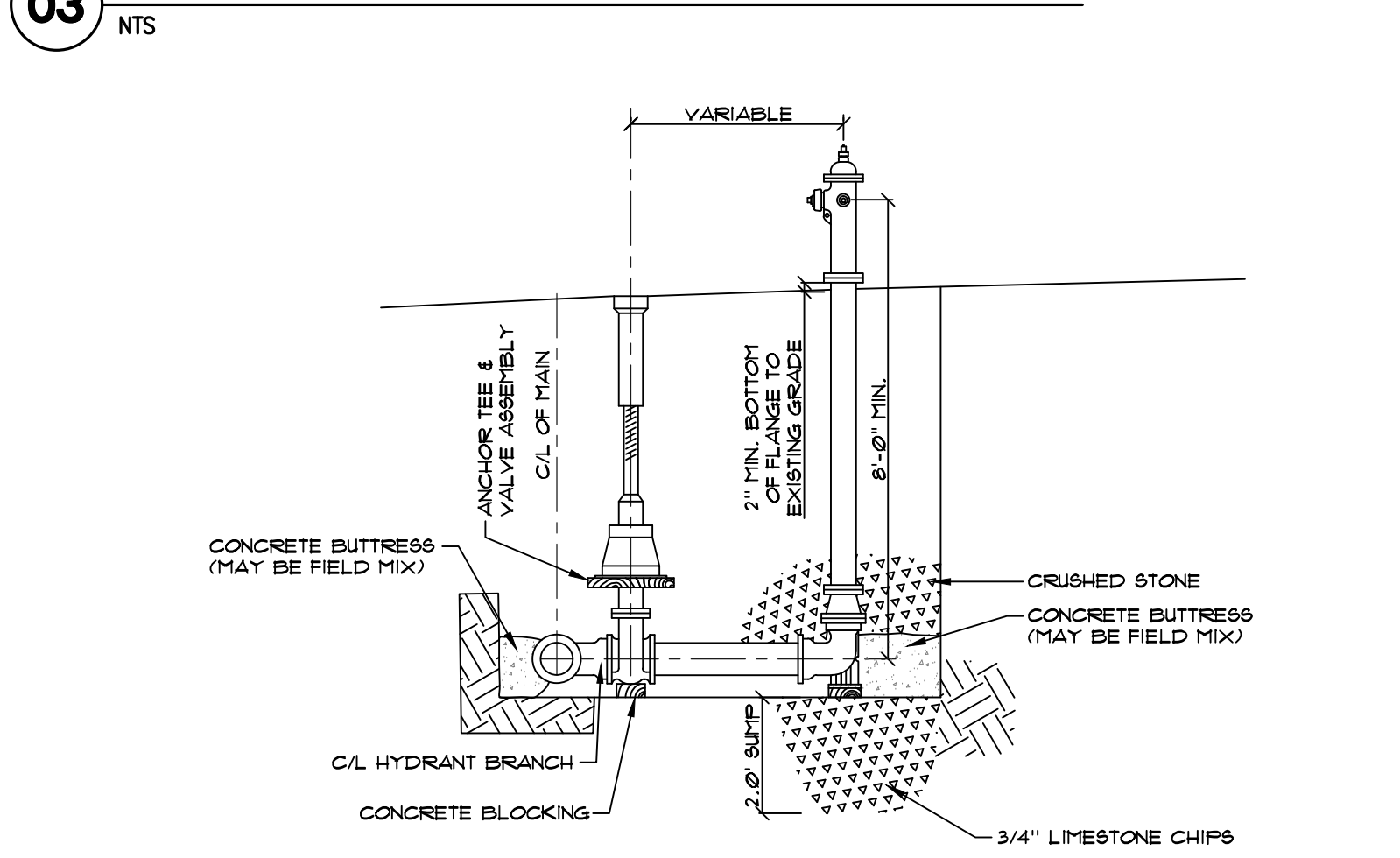
NOTE: FOR AREAS WHERE THE IN-SITU SOILS ARE NOT SUITABLE AS A LINER (PER A GEOTECHNICAL REPRESENTATIVE), THE CONTRACTOR SHALL INSTALL A LINER PER THE DETAIL WITH THE FOLLOWING PROPERTIES:
 CLAY LINER TO HAVE THE FOLLOWING PROPERTIES: PI > 12 ; LL > 25
 MOISTURE CONTENT < 8-2% ABOVE OPTIMUM
 PLACE LINER IN 8' LIFTS, COMPACT TO 98% MODIFIED PROCTOR

02 WET RETENTION-BASIN
 NTS

DETENTION. RETENTION IMPLIES THAT THE POND WILL BE USED FOR INFILTRATION.

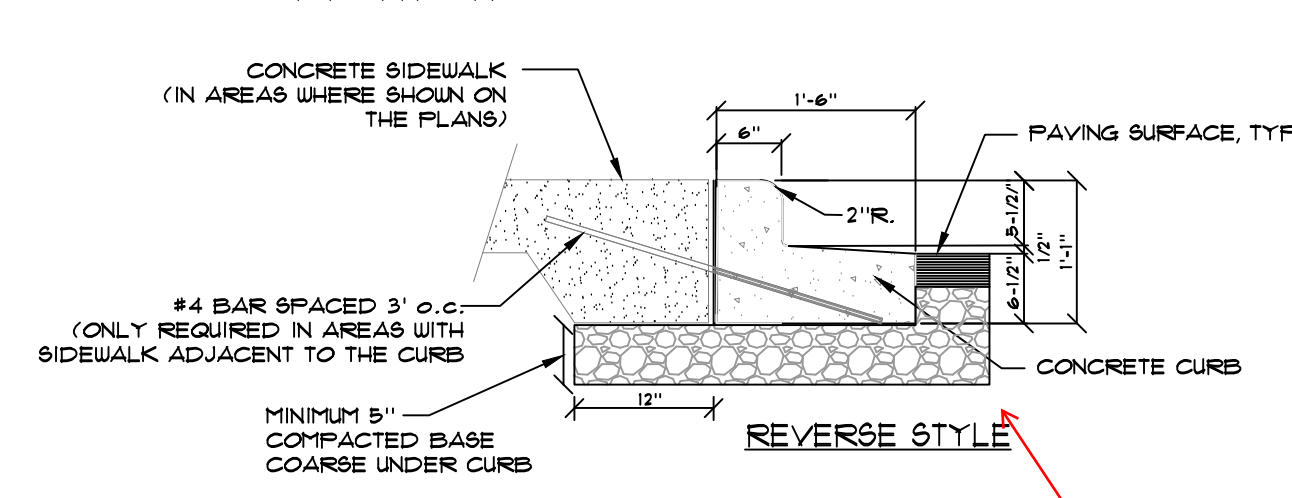
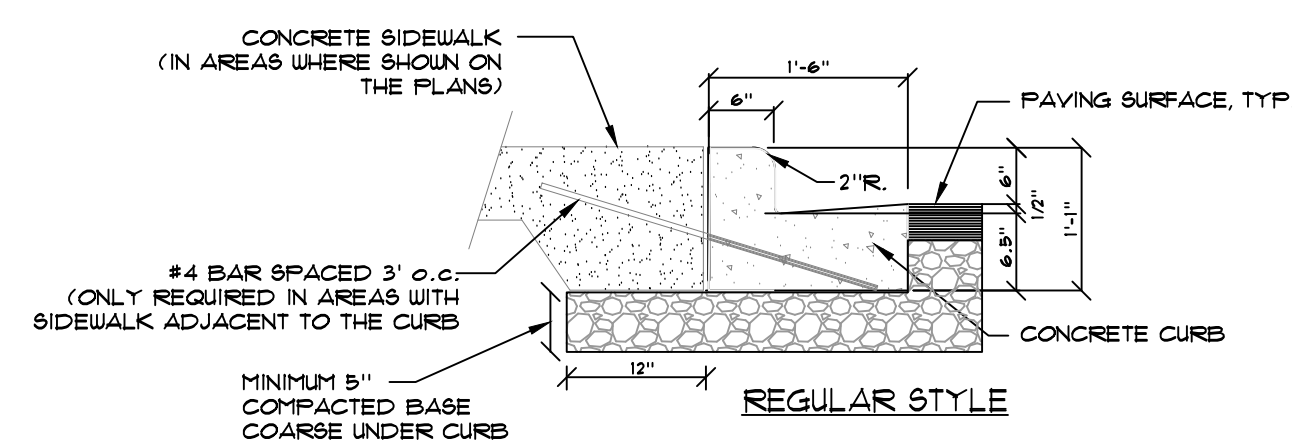


03 OUTLET CONTROL STRUCTURE
 NTS

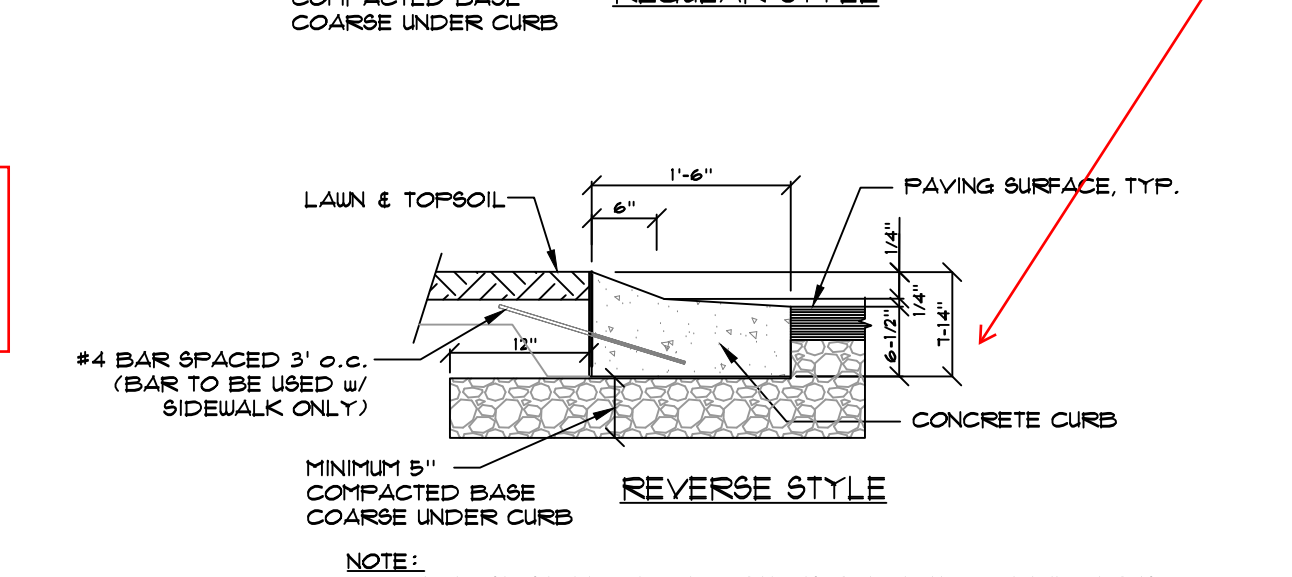
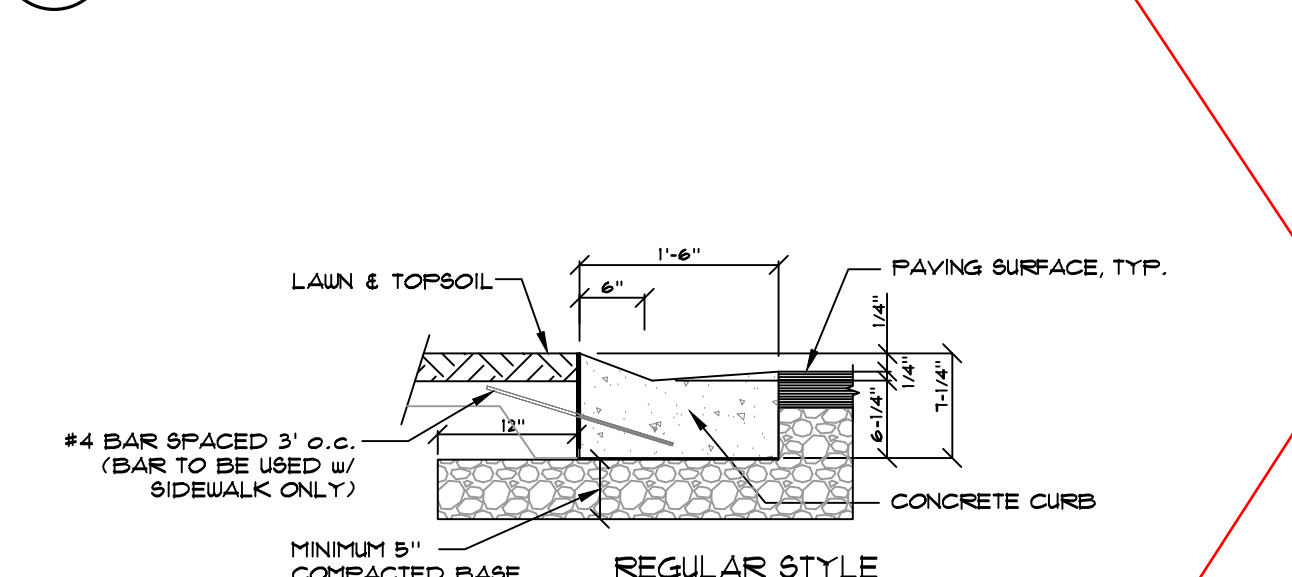


NOTE:
 1) MEGALUG RESTRAINING GLANDS ON ALL MECHANICAL JOINTS, THE BOLTS & NUTS ARE TO BE HIGH STRENGTH LOW ALLOY STEEL (COR-TEN) AS PER SECTION 11.6 B OF A.I.A.A., C-111.
 2) THE FOLLOWING HYDRANTS SHALL BE ALLOWED:
 • MUELLER SUPER CENTURION 250 3-WAY FIRE HYDRANT
 • U.S. FIRE METROPOLITAN 1.54 DUCTILE IRON FIRE HYDRANT
 • WATERLOO 5 1/4" FACER FIRE HYDRANT

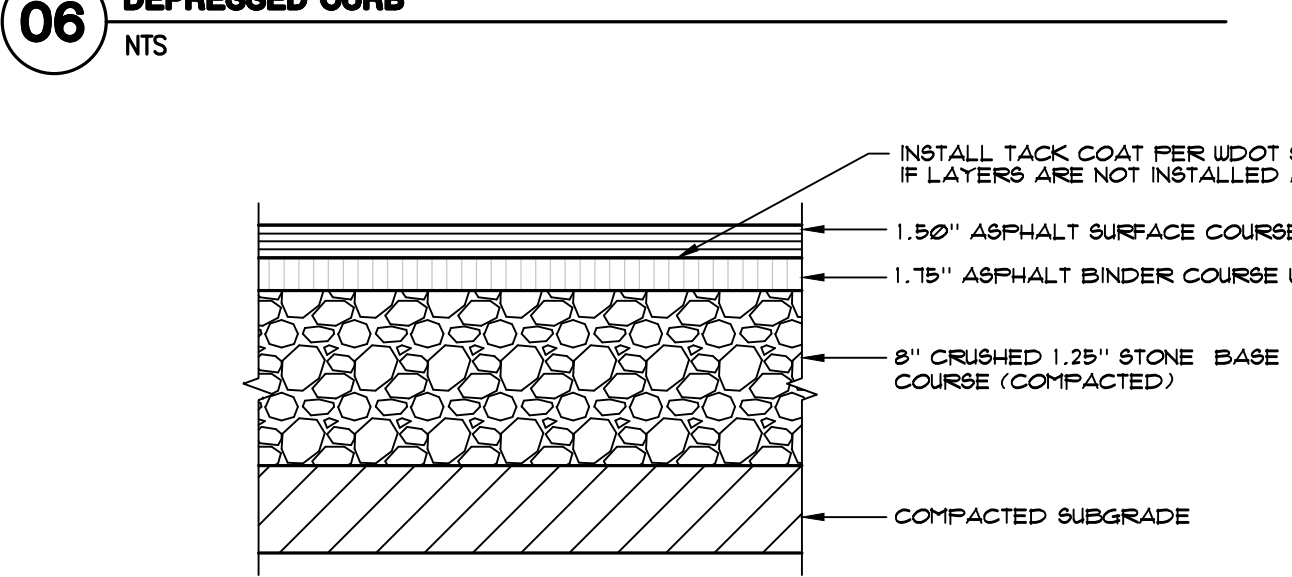
04 TYPICAL HYDRANT
 NTS



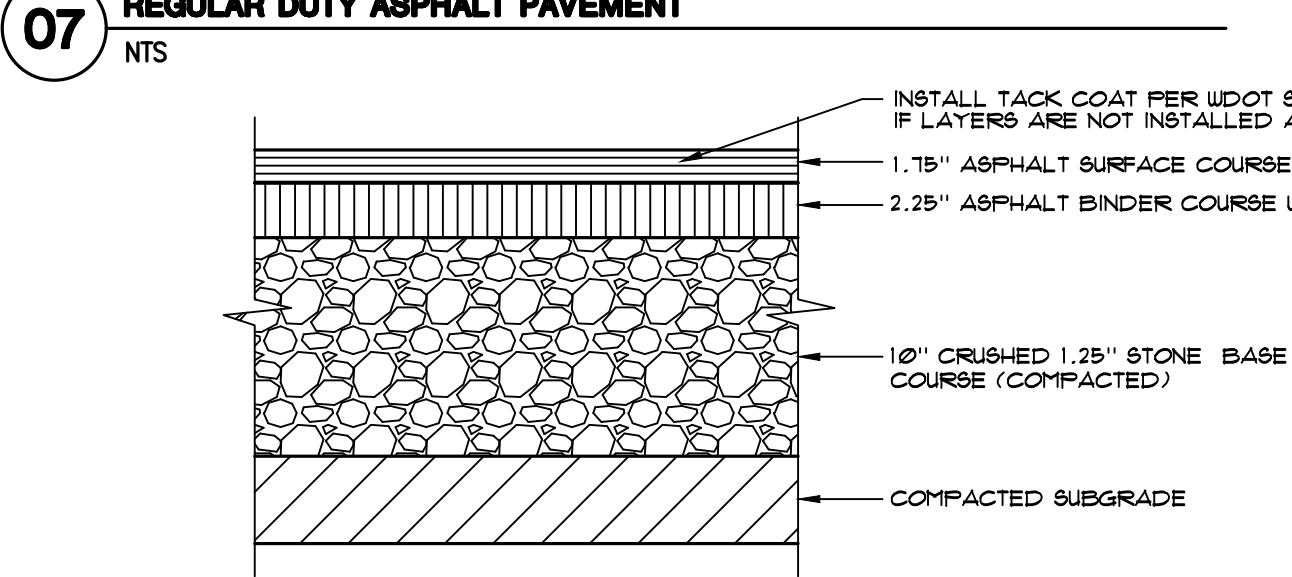
05 18 INCH VERTICAL FACE CURB
 NTS



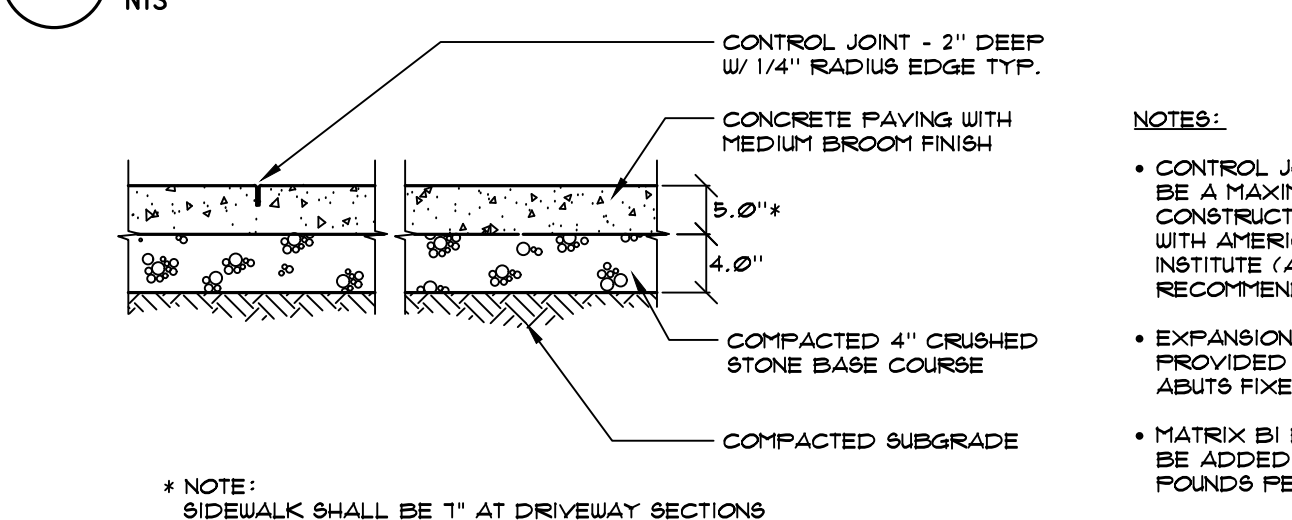
06 DEPRESSED CURB
 NTS



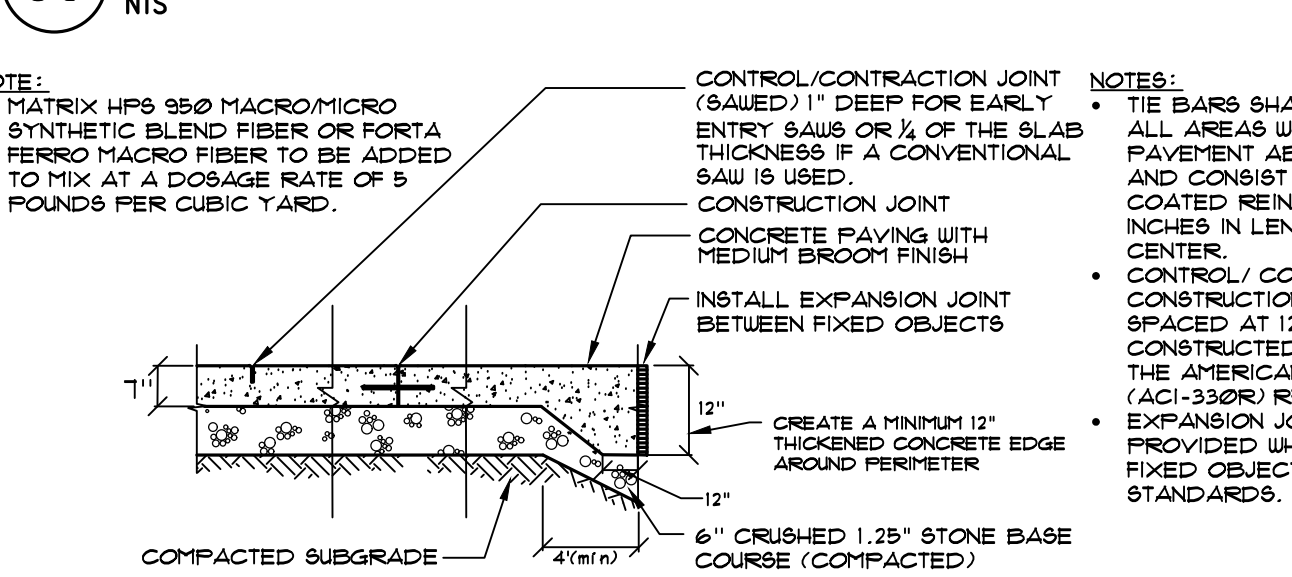
07 REGULAR DUTY ASPHALT PAVEMENT
 NTS



08 HEAVY DUTY ASPHALT PAVEMENT
 NTS



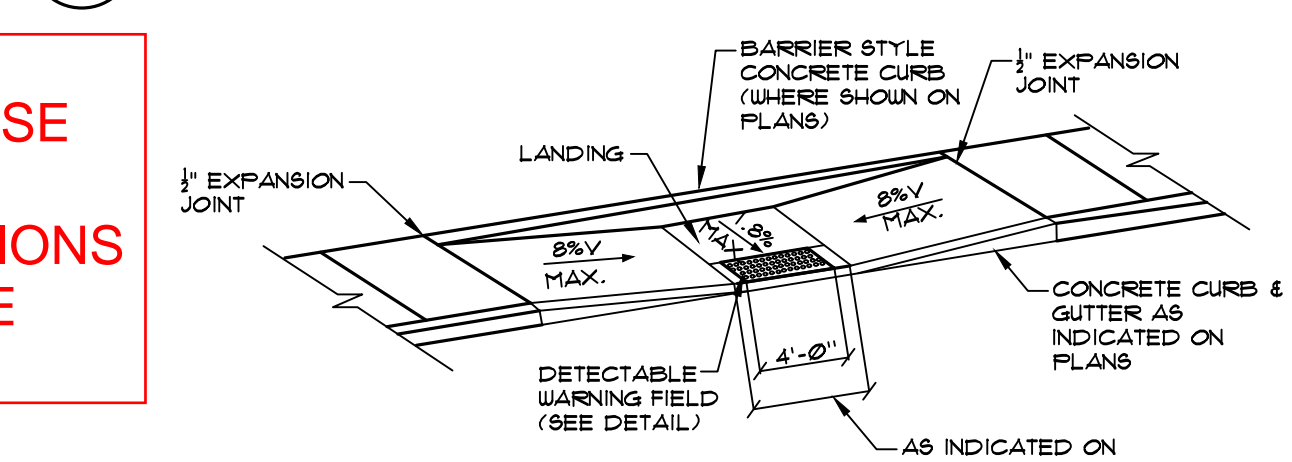
09 CONCRETE SIDEWALK DETAIL
 NTS



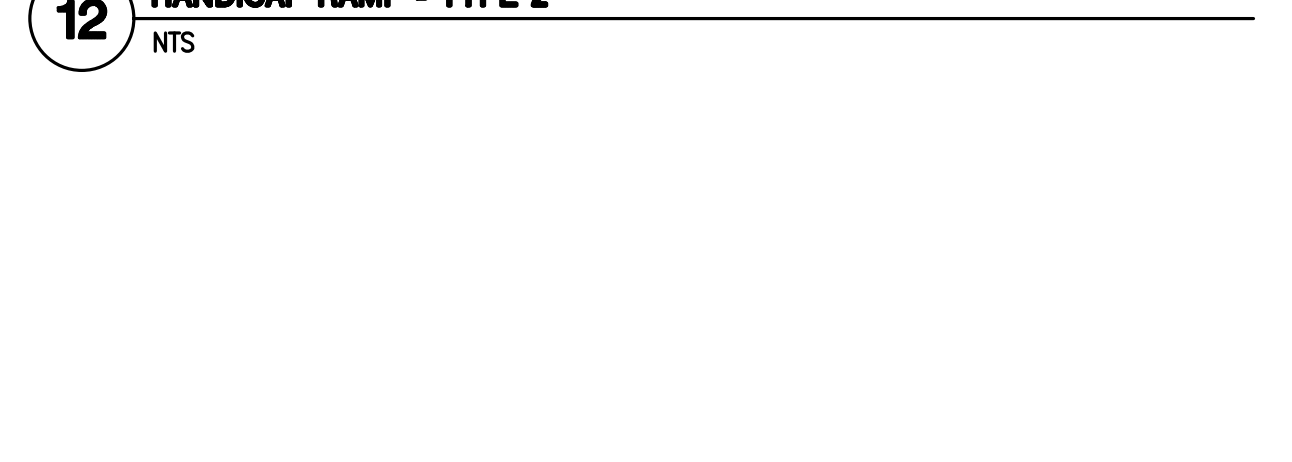
10 CONCRETE PAVEMENT DETAIL
 NTS

NOTE REVERSE SLOPE LOCATIONS ON THE PLANS

11 HANDICAP SIGN
 NTS



12 HANDICAP RAMP - TYPE 2
 NTS





**Village of Somers
Proceeding from the Village Plan Commission Meeting
December 12, 2022**

1. Call to Order

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

Present: Chairman George Stoner, as well as Commissioners Aiello, Gardinier, Boxx, Lee, Grimes, and Fredrick.

Staff Present in person: Administrator Jason Peters, Clerk/Treasurer Brandi Baker, and Fire Chief Ben Andersen.

Kenosha County Planners: Luke Godshall

2. Pledge of Allegiance

Chairman Stoner led everyone in stating the Pledge of Allegiance.

3. Approve Minutes of June 13, 2022

Commissioner Boxx moved to approve to the Minutes from the October 10, 2022 Meeting. Seconded by Commissioner Fredric. Motion carried. 6-0 vote.

4. Correspondence

None

5. Citizen Comments

None.

6. Land Division (Certified Survey Map):

Discussion and Action on Request by: Turn Key Real Estate, LLC, 9815 15th Street, Kenosha, WI 53144 (Owner), Jon Oelke, 9815 15th Street, Kenosha, WI 53144 (Agent), requests approval of a Certified Survey Map (dated October 10, 2022 by Jeffrey K. Rampart of J.K.R. Surveying, Inc.) to create one (1) 22,045 sq. ft. Lot and one (1) 15,000 sq. ft. Lot from Tax Parcel #82-4-222-162-0125, Part of the Northwest Quarter of Section 16, Township 2 North, Range 22 East, Village of Somers.

Commissioner Boxx moved to approve the request by Turn Key Real Estate, LLC, 9815 15th Street, Kenosha, WI 53144 (Owner), Jon Oelke, 9815 15th Street, Kenosha, WI 53144 (Agent), requests approval of a Certified Survey Map (dated October 10, 2022 by Jeffrey K. Rampart of

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Seconded by Commissioner Fredrick. Motion carried 7-0 vote.

7. Comp. Plan Amendment:

Public Hearing and Action on Request by: GRACE35 LLC, 8315 18th St, Kenosha, WI 53144 (Owner), William A. Morris, 5313 87th Pl., Pleasant Prairie, WI 53158 (Agent), requests an amendment to the land use plan map for the Village of Somers (Map 80) as adopted in the Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035 from "Mixed Use" to "Governmental and Institutional", on Tax Parcel #82-4-222-161-0106, located in the NE 1/4 of Section 16, T2N, R22E, Village of Somers.

Chairman Stoner open the public hearing at 5:34 p.m.

No Discussion

Chairman Stoner closed the public hearing at 5:34 p.m.

Commissioner Boxx moved to approve the request by GRACE35 LLC, 8315 18th St, Kenosha, WI 53144 (Owner), William A. Morris, 5313 87th Pl., Pleasant Prairie, WI 53158 (Agent), requests an amendment to the land use plan map for the Village of Somers (Map 80) as adopted in the Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035 from "Mixed Use" to "Governmental and Institutional", on Tax Parcel #82-4-222-161-0106, located in the NE 1/4 of Section 16, T2N, R22E, Village of Somers.

Seconded by Commissioner Fredrick. Motion carried 7-0 vote.

8. Rezone:

Public Hearing and Action on Request by: GRACE35 LLC, 8315 18th St, Kenosha, WI 53144 (Owner), William A. Morris, 5313 87th Pl., Pleasant Prairie, WI 53158 (Agent), requests a rezoning from B-2 Community Business Dist. to I-1 Institutional Dist., on Tax Parcel #82-4-222-161-0106, located in the NE 1/4 of Section 16, T2N, R22E, Village of Somers.

Chairman Stoner open the public hearing at 5:35 p.m.

No Discussion

Chairman Stoner closed the public hearing at 5:35 p.m.

Commissioner Boxx moved to approve the request by GRACE35 LLC, 8315 18th St, Kenosha, WI 53144 (Owner), William A. Morris, 5313 87th Pl., Pleasant Prairie, WI 53158 (Agent), requests a rezoning from B-2 Community Business Dist. to I-1

Institutional Dist., on Tax Parcel #82-4-222-161-0106, located in the NE 1/4 of Section 16, T2N, R22E, Village of Somers.

Seconded by Commissioner Fredrick. Motion carried 7-0 vote.

9. Site Plan Review & Exterior Fenestration:

Action on Request by: GRACE35 LLC, 8315 18th St, Kenosha, WI 53144 (Owner), William A. Morris, 5313 87th Pl., Pleasant Prairie, WI 53158 (Agent), requests site plan and exterior fenestration review on Tax Parcel #82-4-222-161-0106, located in the NE 1/4 of Section 16, T2N, R22E, Village of Somers.

Commissioner Fredrick moved to approve the request by GRACE35 LLC, 8315 18th St, Kenosha, WI 53144 (Owner), William A. Morris, 5313 87th Pl., Pleasant Prairie, WI 53158 (Agent), requests site plan and exterior fenestration review on Tax Parcel #82-4-222-161-0106, located in the NE 1/4 of Section 16, T2N, R22E, Village of Somers.

Seconded by Commissioner Aiello. Motion carried. 7-0 vote.

Commission Discussion:

Chairman Stoner asked about the photometric plan and the need for stop signs on Village Center Road.

Architect William Morris guaranteed that there will be stop signs.

Commissioner Gardinier commented that everything from the engineer needs to be met.

10. Site Plan Review & Exterior Fenestration:

Action on Request by: Archives and Armory PMML Wisconsin LLC, 104 S Michigan Ave Ste 500, Chicago, IL 60603 (Owner), Mark Wershay, Zimmerman Architectural Studios, Inc., 2122 West Mt. Vernon Ave., Milwaukee, WI 53233 (Agent), for Site Plan Review and Exterior Fenestration on Tax Parcel #82-4-222-181-0201, located in the NE 1/4 of Section 18, T2N, R22E, Village of Somers.

Commissioner Boxx moved to approve the request by Archives and Armory PMML Wisconsin LLC, 104 S Michigan Ave Ste 500, Chicago, IL 60603 (Owner), Mark Wershay, Zimmerman Architectural Studios, Inc., 2122 West Mt. Vernon Ave., Milwaukee, WI 53233 (Agent), for Site Plan Review and Exterior Fenestration on Tax Parcel #82-4-222-181-0201, located in the NE 1/4 of Section 18, T2N, R22E, Village of Somers.

Seconded by Commissioner Fredrick. Motion carried. 7-0 vote.

Commission Discussion:

Chairman Stoner inquired about the retention ponds, and the berms/ landscaping. He also inquired about what gun education and safety will be available.

Archives and Armory representative Chris Meter explained that gun safety and education will be the primary cornerstone. There will be instruction in proper safety rules and storage, and there will be Children's safety education available. Education on the history of firearms in this Country. The qualifications required to shoot was discussed.

Commissioner Fredrick inquired about Hunter safety classes that will be offered.

Commissioner Gardiner discussed the design, calling it tasteful and modern, and discussed the solar panels. Asked about exits in the lower level. It was explained that there are two exits, one to the north and one to the south.

11. Plan Commission Conceptual Approval:

Discussion and Action on Request by: RPF-Somers Multi Family Phase II LLC, 430 Park St., Suite 2A, Highland Park, IL 60035 (Owner), Keith Fanelli, Ravine Park Partners, 413 North Carpenter Street, Suite 1E, Chicago, IL 60642 (Agent), requesting conceptual approval of a multi-family residential development on Tax Parcel #82-4-222-104-0102, located in the SE 1/4 of Section 10, T2N, R22E, Village of Somers. Said conceptual approval is subject to receiving formal approvals by the Village Board of a comprehensive land use plan amendment, rezoning, land division, overall site plan & building fenestration review and stormwater management plans.

Commissioner Boxx moved to approve the request by RPF-Somers Multi Family Phase II LLC, 430 Park St., Suite 2A, Highland Park, IL 60035 (Owner), Keith Fanelli, Ravine Park Partners, 413 North Carpenter Street, Suite 1E, Chicago, IL 60642 (Agent), requesting conceptual approval of a multi-family residential development on Tax Parcel #82-4-222-104-0102, located in the SE 1/4 of Section 10, T2N, R22E, Village of Somers. Said conceptual approval is subject to receiving formal approvals by the Village Board of a comprehensive land use plan amendment, rezoning, land division, overall site plan & building fenestration review and stormwater management plans.

Seconded by Commissioner Lee. Motion carried 7-0 vote

Commission Discussion:

Chairman Stoner inquired about the removal of the Clubhouse from plans.

It was explained that not many people use the current Clubhouse, and a second might not be needed. That space would just remain greenspace.

Commissioner Fredrick commented that the 1st phase was done well, and they can revisit the Clubhouse as needs increases.

Commissioner Gardiner commented on liking the greenspace.

Adjourn

Commissioner Boxx moved to adjourn at 6:04 p.m.

Seconded by Commissioner Aiello. Motion carried 7-0 vote

Drafted this 13th day of December 2022. These minutes are not official until approved by the Plan Commission. Submitted by Brandi Baker, Clerk/Treasurer.

VILLAGE OF SOMERS

Department of Planning and Development

VILLAGE OF SOMERS SITE PLAN REVIEW PROCEDURES

1. Contact the Kenosha County Department of Planning & Development and check with staff to determine if your proposed zoning change meets the requirements of the Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035, Village of Somers General Zoning and Shoreland/Floodplain Zoning Ordinance and the Village of Somers Land Division and Platting Control Ordinance.

2. Contact the Kenosha County Department of Planning & Development and schedule a pre-conference meeting, which is required for all site plan review requests.

Meeting Date: _____

3. Contact the Village of Somers to determine if your site plan review application requires concept review by the Village Plan Commission. If so, contact the Village of Somers clerk to schedule a concept meeting with the Village Plan Commission.

Meeting Date: _____

4. Complete and submit to the Kenosha County Department of Planning & Development the Village of Somers Site Plan Review Application by the filing deadline.

Filing Deadline: _____

5. Upon submission you will be given two copies of the date-stamped application. Submit a copy of the date-stamped application to the Village of Somers clerk for placement on the agendas of the Village of Somers Plan Commission and the Village of Somers Board. Keep the other copy for your records.

7. Attend the Village Plan Commission and the Village Board meetings. **NOTE:** You must attend or the Village will not be able to act on your request. At these meetings you will be asked to brief the committee on your request.

Village Plan Commission meeting date (tentative): _____

Village Board meeting date (tentative): _____

8. Village clerk will provide written notice of final action to property owner/applicant.

SITE PLAN REVIEW
CHECKLIST

Owner: _____ Date _____

Mailing Address: _____ Phone # _____

_____ Phone # _____

Agent: _____ Phone # _____

Mailing Address: _____ Phone # _____

Architect/Engineer: _____ Phone # _____

Mailing Address: _____ Phone # _____

Tax Parcel Number(s): _____ Acreage of Project: _____

Existing Zoning: _____ Proposed Zoning: _____

Conditional Use Permit: _____

Description of Project: (include the following when applicable):

Description of project: _____

Size of existing building(s): _____

Size of new building(s) and/or addition(s): _____

Number of current and projected full-time and part-time employees, number of shifts: _____

Number of proposed units: _____ Description of units: _____

Density: _____

Plat of Survey Submitted:

Covenants and Restrictions Submitted

A. BUILDING PLANS SUBMITTED? (BUILDING APPEARANCE)

No building shall be permitted the design or exterior appearance of which is of such unorthodox or abnormal character in relation to its surroundings as to be unsightly or offensive to generally accepted taste and community standards.

No building shall be permitted the design or exterior appearance of which is so identical with those adjoining as to create excessive monotony or drabness.

No building shall be permitted where any exposed facade is not constructed or faced with a finished material which is aesthetically compatible with the other facades and presents an attractive appearance to the public and to surrounding properties.

Building Scale and Mass. The relative proportion of a building to its neighboring buildings, to pedestrians and observers, or to other existing buildings shall be maintained or enhanced when new buildings are built or when existing buildings are remodeled or altered.

Building Rooflines and Roof Shapes. The visual continuity of roofs and their contributing elements (parapet walls, coping, and cornices) shall be maintained in building development and redevelopment.

Since the selection of building colors has a significant impact upon the public and neighboring properties, color shall be selected in general harmony with existing neighborhood buildings.

No building or sign shall be permitted to be sited on the property in a manner which would unnecessarily destroy or substantially damage the natural beauty of the area, particularly insofar as it would adversely affect values incident to ownership of land in that area, or which would unnecessarily have an adverse effect on the beauty and general enjoyment of existing structures on adjoining properties.

The facade of all buildings which face upon a street right-of-way shall be finished with an aesthetically pleasing material. A minimum of 50 percent of a facade facing an existing or future street shall be finished with a combination of brick, decorative masonry material, decorative pre-cast concrete panels, decorative glass panels, wood, or decorative metal or vinyl siding. Such finished material shall extend for a distance of at least 10 feet along the sides of the structure. All buildings on corner lots shall have the required finished facade facing each street.

B. SITE PLAN SUBMITTED?

Building locations shall maintain required setbacks from property lines and road rights-of-way.

Buildings and uses shall provide for safe traffic circulation and safe driveway locations.

Buildings and uses shall be provided with adequate public services as approved by the appropriate utility.

**SITE PLAN REVIEW
CHECKLIST**

Buildings and uses shall provide adequate parking and loading areas. No loading dock or overhead doors shall face upon a street right-of-way without approval of the zoning administrator.

Parking areas shall maintain required setbacks and parking spaces shall be of minimum required size (10' x 20'). Aisle widths within parking lots shall be a minimum of 24' between the ends of the parking spaces.

9'x18' spaces provided per current Kenosha County General Zoning & Shoreland/Floodplain Zoning Ordinance

Each parking space shall be on the same lot or parcel as the principal use, and all parking lots shall have the same zoning district as the principal use. Parking spaces and driveways shall be a minimum of 20 feet from the established highway right-of-way and a minimum of 10 feet from all rear and side lot lines. Curbs or barriers shall be installed so as to prevent vehicles from extending beyond designated parking or driving areas.

Parking areas for five or more vehicles adjoining a residential use, shall be screened from such use by a solid wall, fence, evergreen planting of equivalent visual density or other effective means, and built and maintained at a minimum height of four feet at the time of planting or installation.

Adequate access to a public or private roadway shall be provided for each parking space. For all non-residential properties, driveways for vehicular ingress and egress shall be a minimum of 10 feet in width and not exceed 35 feet in width at the property line.

All off-street parking of more than five vehicles shall be graded and surfaced with asphalt or concrete.

C. LANDSCAPING AND LIGHTING PLAN SUBMITTED?

Buildings and uses shall make appropriate use of open spaces. The zoning administrator or Village Board may require appropriate landscaping and planting screens. A landscaping maintenance program, together with appropriate assurances, shall be submitted.

Dumpsters and other trash receptacles shall be fenced and/or screened from view from street rights-of-way and adjacent residential uses.

Exterior lighting used for parking lots, recreation facilities, product display, and security shall not spill-over on operators of motor vehicles, pedestrians, and/or adjacent residential property (cut-off type luminaries only).

Appropriate buffers shall be provided between dissimilar uses.

D. SEWER VERIFICATION/SANITATION EVALUATION OR APPLICATION SUBMITTED?

E. UTILITY PLANS SUBMITTED?

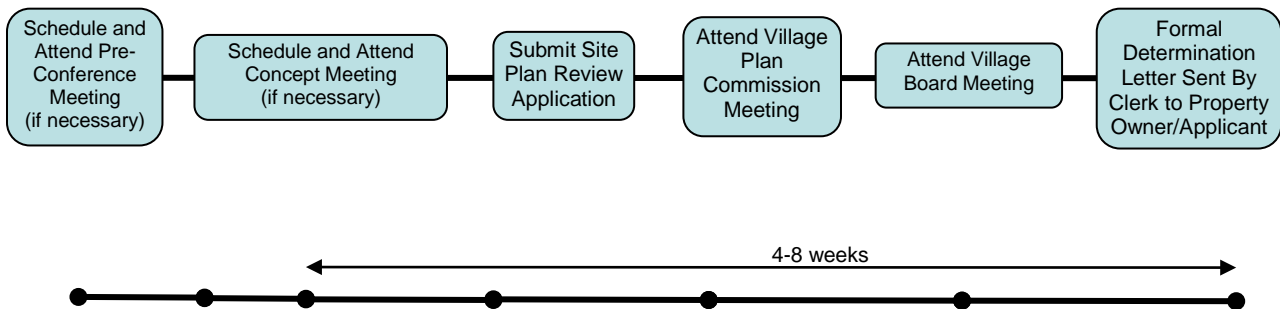
F. STORMWATER DRAINAGE AND EROSION CONTROL PLAN SUBMITTED?

Appropriate erosion control and stormwater management measures shall be utilized in all new development. Buildings and uses shall maintain existing topography, drainage patterns, and vegetative cover insofar as is practical. The zoning administrator or Village Board may require that drainage easements be executed.

IMPORTANT TELEPHONE NUMBERS

Kenosha County Center	
Department of Planning & Development	
19600 - 75 th Street, Post Office, Suite 185-3	
Bristol, Wisconsin 53104-9772	
Division of County Development (including Sanitation & Land Conservation).....	857-1895
Facsimile #.....	857-1920
Public Works Division of Highways	857-1870
Administration Building	
Division of Land Information.....	653-2622
Village of Somers	859-2822
Wisconsin Department of Natural Resources - Sturtevant Office	884-2300
Wisconsin Department of Transportation - Waukesha Office	548-8722

Site Plan Review Procedure Timeline



For Reference Purposes

Mission94 (M94) Business Plan of Operations

November 2022

The referenced is our proposed business plan for Mission 94 and is subject to change based on business needs to performance, and market conditions.

Mission Statement:

As a premier facility the Mission 94 Firearms Education Center's mission is to provide state of the art training and education in a family friendly environment with safety as the top priority. Programs and services are tailored for every experience level, from the beginner or novice to the professional, with a unique integrated element of military history for those with a passion for learning.

Facility:

The Mission 94 Firearms Education Center (M94) is a proposed indoor sport shooting, training, and retail facility targeting firearm owners living in the regional area.

M94 will provide 15 indoor shooting lanes, ten 25-yard and five 50-yard. Licensed and certified in-house instructors will be available to provide training for beginners as well as advanced students.

The concept is to create an environment dedicated to providing our patrons a safe, clean, and upscale facility to buy, learn and train. M94 will be the first of its kind in the local community offering a ten 25-yard and five 50-yard indoor range, two classrooms, 3,500 square feet of retail space, with state-of-the-art bullet traps, the use of black powder arms and a modern air filtration system. Encompassing all of this will be a robust and membership program.

Training will include concealed carry, home defense, firearm safety, distance shooting and modern sporting rifle amongst other offerings. M94 will also offer historical packages to provide familiarity of particular firearms from certain eras of conflict and select countries. Patrons will have the opportunity to operate historical replicas and modern firearms to better understand the Citizen Soldier experiences. Black powder firearms, which will be replicas made of modern metals including modern safety features will be used. The experience of firing replicas will be nearly identical to the firing of original black powder firearms. Original black powder firearms cannot be used due to risk of damaging the firearm and safety issues that could result in serious bodily harm or death. M94 will also serve as a training facility for Law Enforcement, Military Reserve and National Guard units.

Product/Service Description of services offered at M94 will include:

- Access to the fifteen indoor shooting lanes
- Two classrooms
- A full-service retail shop
- Rental firearms
- Armorer services

- Private and group instruction by certified instructors
- Weekly shooting leagues
- The use of black powder arms
- Monthly nationally sanctioned competitions
- A viewing area with vending machines
- Memberships for individuals, families, and corporations

The facility is being designed to meet or exceed all known health and occupational standards. All lead bullets will be mined annually and treated as recycled waste. HEPA filters will be changed annually and recycled. All recycled materials will be handled by contract licensed professionals.

Following is the proposed staffing needed to support this operational plan:

- General Manager 1
 - Operations Manager 1
 - Sales Manager 1
 - Firearms Instructor 1
 - Membership Coordinator 1
 - Back of House Clerk 1
 - Range Safety Officer* 2-4
 - Full-Time Sales Team Member 4
 - Part-Time Sales Team Member* 4 - 8
 - Total Employees 16 - 22
- *Depending on time of year

Membership:

We will be open to the public as well as have a membership option. Prior to opening we will offer Charter Memberships. This will be limited time only, and only offered during pre-opening.

Upon opening, we will offer a monthly membership with benefits that include free range time, half price guest lane usage, guest passes, discounts off rentals, training, and services.

Hours of Operation

M94 will be open seven days per week.

Monday through Saturday hours of operation will be 11:00 am – 7:00 pm.

Sunday hours of operation will be 12:00 pm – 6:00 pm.

Vending/Concessions

M94 will explore and partner with a third-party provider of concessions of which the revenue generated by this space will be shared between the third-party provider and M94.

VIP Room

The M94 facility design includes a VIP Room which will be available for reservation, hosting events, parties, etc.



MISSION94 FIREARMS EDUCATION CENTER

EXTERIOR CONCEPT - AERIAL VIEW FROM SOUTHWEST

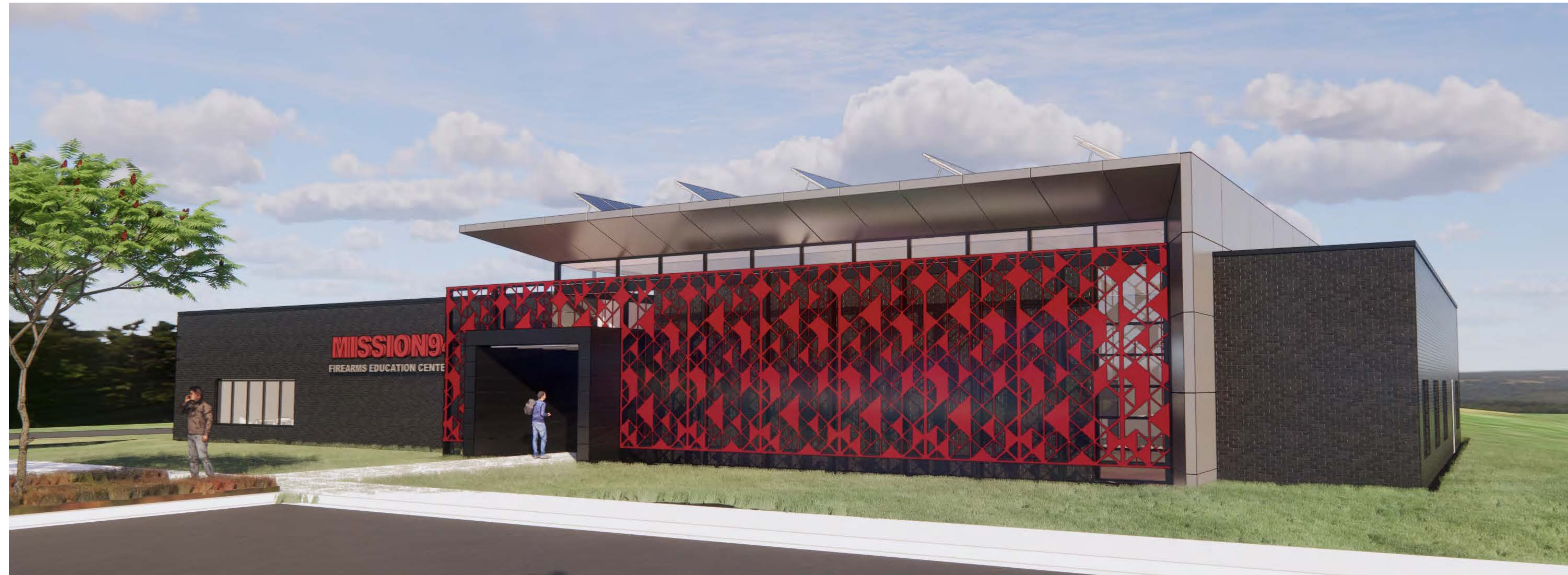
10.10.2022



MISSION94 FIREARMS EDUCATON CENTER

EXTERIOR CONCEPT - AERIAL VIEW FROM NORTHEAST

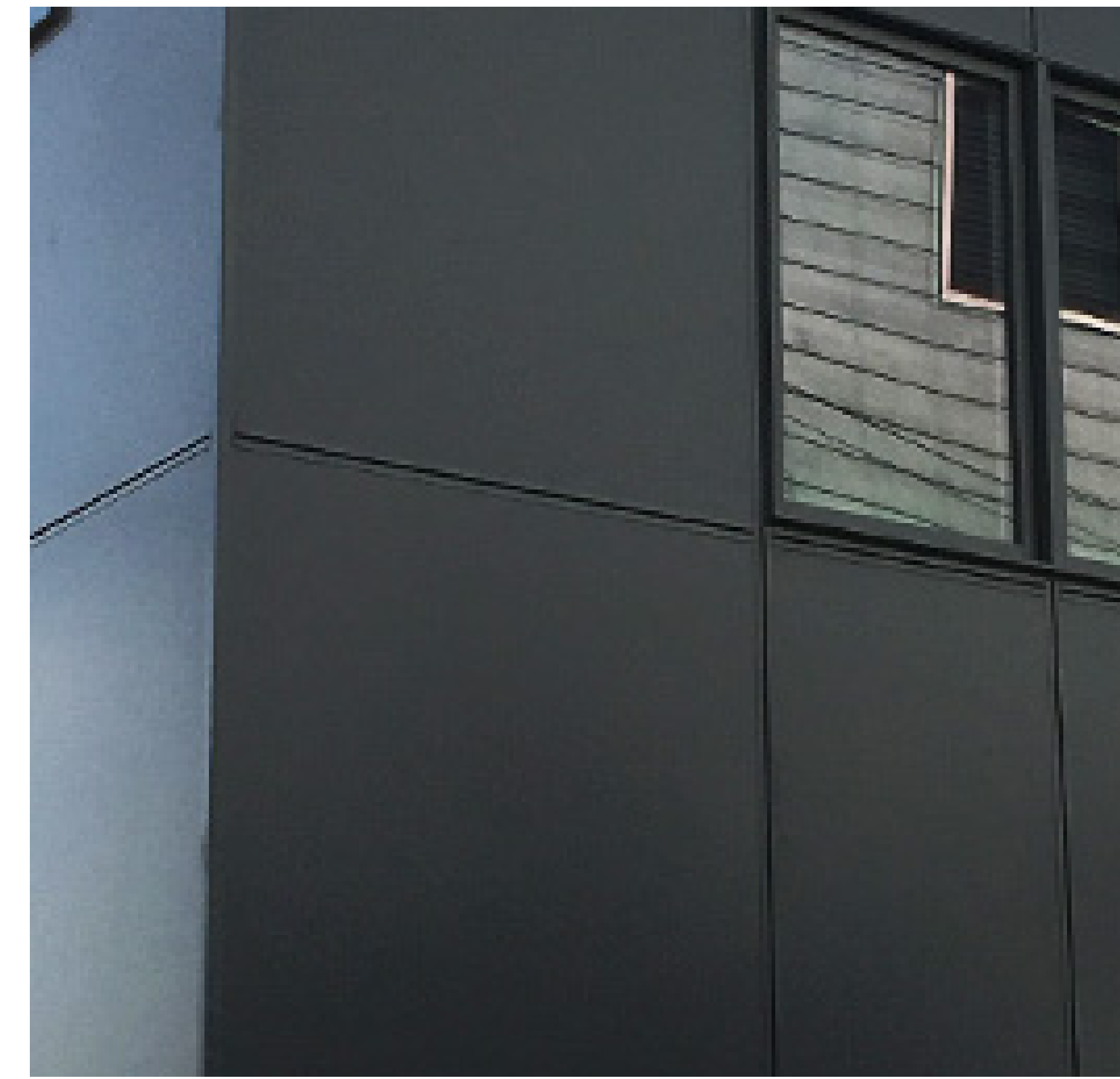
10.10.2022



DARK IRON SPOT BRICK VENEER



SILVER METALLIC METAL PANEL



CARBONITE METALLIC METAL PANEL



ALUMINUM LASER CUT SCREEN



WINDOW AND DOOR FRAMES

MISSION94 FIREARMS EDUCATON CENTER

EXTERIOR CONCEPT - VIEW AT ENTRY



LEGEND:

UTILITY	GRADING	SITE
EXISTING: WATERMAIN BURIED ELECTRIC OVERHEAD WIRE GAS LINE SANITARY SEWER STORM SEWER UTILITY POLE LIGHT POLE SANITARY MANHOLE FIRE HYDRANT WATER VALVE STORM SEWER STRUCTURE PROPOSED: WATERMAIN ELECTRICAL LINE GAS LINE SANITARY SEWER STORM SEWER WATER VALVE STORM SEWER STRUCTURE FLARED END SECTION	EXISTING: MAJOR CONTOUR MINOR CONTOUR EXISTING SPOT ELEVATION PROPOSED: MAJOR CONTOUR MINOR CONTOUR SPOT ELEVATION (FINISHED GRADE, TOP OF PAVEMENT, FLANGE OF CURB) DOOR ELEVATION GROUND GRADE AT BUILDING SPOT ELEVATION (T/C - TOP OF CURB, S/P - EDGE OF PAVEMENT) RETAINING WALL SPOT ELEVATION (T/W - TOP OF WALL, B/W - GROUND GRADE AT BOTTOM) FLARED END SECTION (PIPE SIZE, INVERT ELEVATION) DRAINAGE FLOW DIRECTION EMERGENCY OVERFLOW ROUTE	EXISTING: EXISTING PARKING COUNT EXISTING SIGN EXISTING ADA PARKING SPACE PROPOSED: PARKING COUNT ADA PARKING SPACE SIGN TRUNCATED DOMES PAVEMENT MARKING DIRECTIONAL ARROWS

GENERAL NOTES AND SPECIFICATIONS:

- THE EXISTING SITE INFORMATION ON THIS PLAN WAS TAKEN FROM A SITE SURVEY PROVIDED BY TERRA ENGINEERING LTD. THE ENGINEER MAKES NO WARRANTY OR REPRESENTATION WITH REFERENCE TO THE ACCURACY AND COMPLETENESS OF THE EXISTING CONDITIONS INDICATED OR NOT INDICATED ON THE ENGINEERING PLANS PROVIDED. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING SITE CONDITIONS INCLUDING UNDERGROUND UTILITIES, UNDERGROUND UTILITY ELEVATIONS, BUILDING SETBACKS AND EXISTING BUILDING LOCATIONS. THE CONTRACTOR SHALL INFORM THE OWNER AND ENGINEER OF ANY DISCREPANCIES PRIOR TO COMMENCING WITH WORK. QUESTIONS REGARDING THE EXISTING SURVEY SHALL BE DIRECTED TO THE PARTIES LISTED ABOVE.
- BEFORE PROCEEDING WITH ANY UTILITY CONSTRUCTION, CONTRACTOR SHALL EXCAVATE EACH EXISTING LATERAL TO BE CONNECTED TO VERIFYING ELEVATION, LOCATION AND SIZE. SHOULD THE EXISTING UTILITY NOT BE AS INDICATED ON THE PLAN, THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY FOR EVALUATION.
- ALL UTILITY CONSTRUCTION SHALL ADHERE TO THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN (2003), AS WELL AS, THE MUNICIPAL CONSTRUCTION STANDARDS AND THE DEPT. OF SAFETY AND PROFESSIONAL SERVICES SEC. 302-307.
- ALL PERMITS MUST BE RECEIVED FROM THE MUNICIPALITY AND WDNR (IF REQUIRED) PRIOR TO THE START OF CONSTRUCTION. IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE ALL APPLICABLE PERMITS ARE RECEIVED PRIOR TO STARTING CONSTRUCTION.
- NOTIFY THE PUBLIC WORKS INSPECTION DEPT. AT LEAST 48 HOURS BEFORE STARTING CONSTRUCTION.
- BACKFILL REQUIREMENTS AND ROADWAY/SIDEWALK RESTORATION SHALL ADHERE TO LOCAL STANDARDS (GRANULAR BACKFILL UNDER OR WITHIN 5' OF CURBS, SIDEWALK, OR PAVEMENT SPOIL MAY BE USED ELSEWHERE. SLURRY BACKFILL WILL BE REQUIRED IN PUBLIC ROADWAYS.)
- ALL BUILDING UTILITIES SHALL BE VERIFIED WITH THE ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION.
- ALL PROPOSED WATERMAIN SHALL BE PVC SDR 18, CLASS 150, AWWA C900 WITH ELASTOMERIC JOINTS (UNLESS OTHERWISE NOTED).
- PROPOSED SANITARY SEWER PIPE SHALL BE PVC, ASTM D-3034, SDR 35 WITH RUBBER GASKETED JOINTS CONFORMING TO ASTM D-3212 (UNLESS OTHERWISE NOTED).
- PROPOSED STORM SEWER SHALL BE PVC, ASTM D-3034, SDR 35 WITH RUBBER ELASTOMERIC JOINTS CONFORMING TO ASTM D-3212 (UNLESS OTHERWISE NOTED).
- A MEANS TO LOCATE BURIED UNDERGROUND EXTERIOR NONMETALLIC UTILITIES MUST BE PROVIDED. PROVIDE TRACER WIRE OR OTHER METHODS IN ORDER TO BE LOCATED IN ACCORD WITH THE PROVISIONS SECTIONS 182.0715(2R) OF THE STATE STATUTES.
- UTILITY TRENCHES SHALL BE MECHANICALLY COMPACTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN.
- ALL MANHOLES, CATCH BASINS, INLETS, VALVES BOXES, ETC WITHIN THE PROJECT AREA SHALL BE RESET AND ADJUSTED TO MATCH FINISH GRADE.
- ALL EXCAVATED OR STRIPPED MATERIALS NOT BEING REPLACED IN UTILITY TRENCHES OR BEING USED FOR FILL SHALL BE REMOVED FROM THE SITE, UNLESS OTHERWISE DIRECTED BY THE OWNER.
- SEE ARCHITECTURAL PLANS FOR EXACT BUILDING & FOUNDATION DETAILS AND ORIENTATION.
- ALL ON-SITE CONCRETE CURB AND GUTTER TO BE 18" WIDE VERTICAL FACE, UNLESS OTHERWISE NOTED. REVERSE OR REGULAR STYLE CURB DENOTED ON PLANS.
- ALL CURB ELEVATIONS ARE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED. SEE CURB DETAIL FOR TOP OF CURB ELEVATIONS.
- ALL CURB RADII ARE MEASURED TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL MATCH PROPOSED CONCRETE CURB AND GUTTER, SIDEWALK AND PAVEMENT TO EXISTING IN ELEVATION AND ALIGNMENT.
- REMOVAL OF CURB AND GUTTER, SIDEWALK AND PAVEMENT SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE WISCONSIN D.O.T.
- ALL CONCRETE FOR CURB AND GUTTER, ROADWAY AND SIDEWALKS MUST CONFORM TO THE STANDARD SPECIFICATIONS FOR READY MIXED CONCRETE. MINIMUM 28 DAY COMPRESSIVE STRENGTH TEST MUST EQUAL 4000 PSI.
- CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL PROPERTY CORNERS.
- CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING UTILITIES OR SITE IMPROVEMENTS. CONTRACTOR SHALL DOCUMENT ALL EXISTING DAMAGE PRIOR TO START OF CONSTRUCTION AND NOTIFY CONSTRUCTION MANAGER OF ANY FINDINGS.
- PROJECT SAFETY ON-SITE SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING SOIL CONDITIONS. CONSTRUCTION MANAGER MAY HAVE SOILS REPORT FOR MORE INFO.
- CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE OWNER WITH A SET OF MARKED UP PLANS (AS-BUILTS) SHOWING ANY CHANGES DURING CONSTRUCTION.

CIVIL SHEET INDEX:

No.	Date	Description
C1.10		PROJECT LOCATION AND GENERAL NOTES
C1.11		SITE PLAN
C1.20		GRADING PLAN - OVERALL
C1.21		GRADING PLAN - NORTH
C1.22		GRADING PLAN - SOUTH
C1.30		EROSION CONTROL PLAN
C1.40		EXISTING SURVEY
C5.00		CONSTRUCTION DETAILS

Sheet:
PROJECT LOCATION AND GENERAL NOTES

Scale: SCALE: 1" = 100'

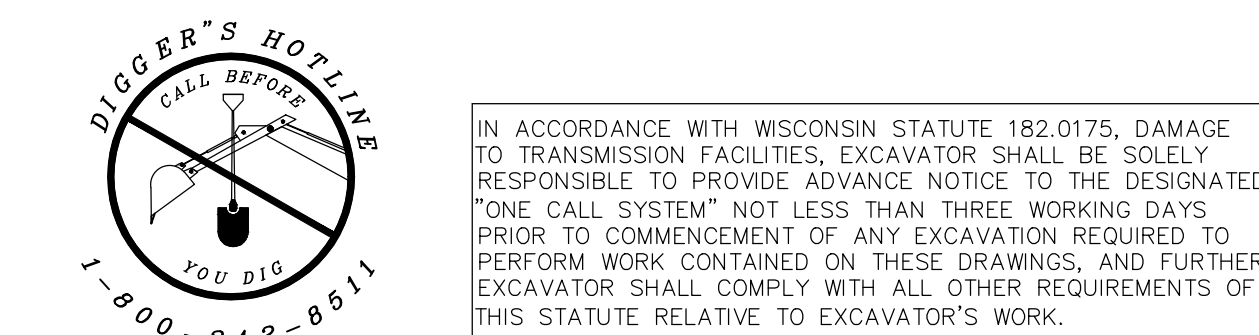
No.	Date	Description
11/1/22		SHOWS PLAN COMPLETION SUBMITTAL

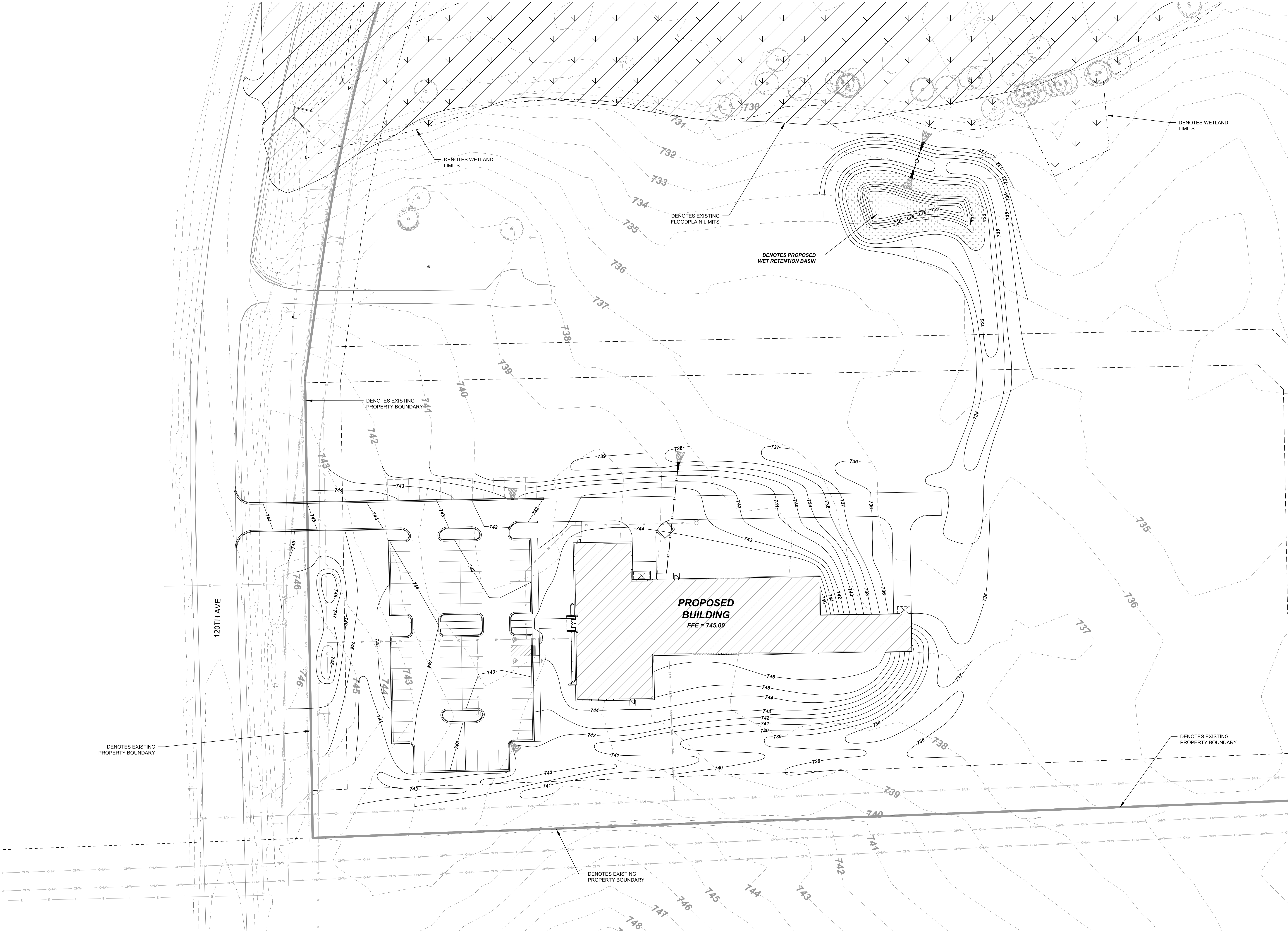
Date:
November 1, 2022

Project No.:
210048.00

Sheet No.:

C1.10





Sheet:
GRADING PLAN - OVERALL

Scale: SCALE: 1" = 30'


No.	Date	Description
1	11/1/22	ISSUES PLAN COMMISSION SUBMITTAL

Date:
November 1, 2022

Project No.:
210048.00

Sheet No.:

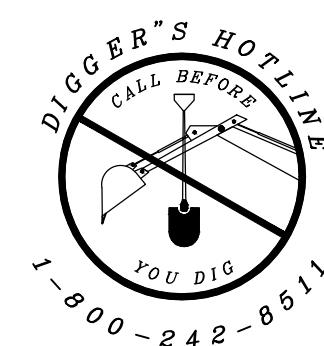
C1.20

 **DIGGER'S HOTLINE**
CALL BEFORE YOU DIG
1-800-242-8811

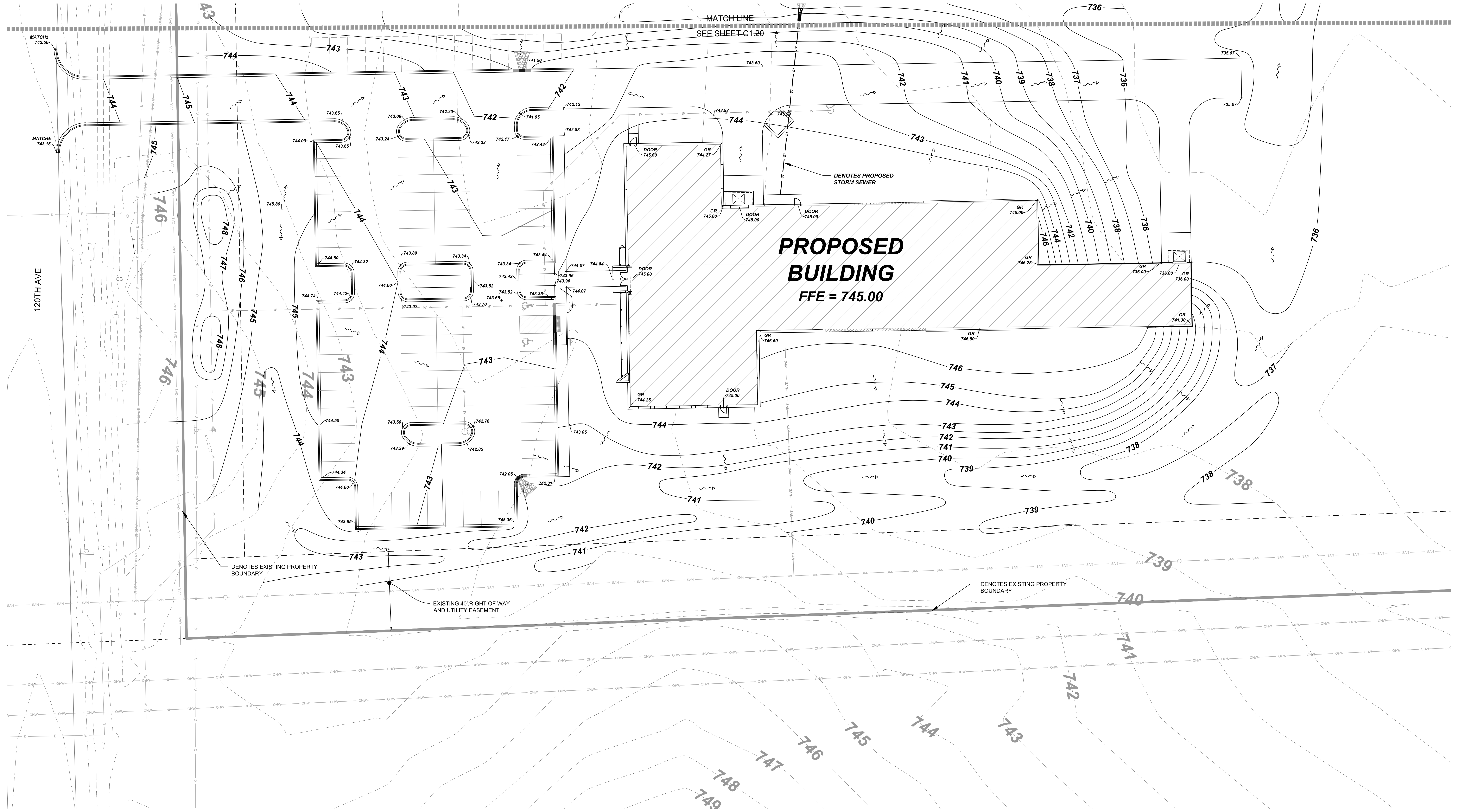
IN ACCORDANCE WITH WISCONSIN STATUTE 182.0175, DAMAGE TO TRANSMISSION FACILITIES, EXCAVATOR SHALL BE SOLELY RESPONSIBLE TO PROVIDE ADVANCE NOTICE TO THE DESIGNATED "ONE CALL SYSTEM" NOT LESS THAN THREE WORKING DAYS PRIOR TO COMMENCEMENT OF ANY EXCAVATION REQUIRED TO PERFORM WORK CONTAINED ON THESE DRAWINGS, AND FURTHER, EXCAVATOR SHALL COMPLY WITH ALL OTHER REQUIREMENTS OF THIS STATUTE RELATIVE TO EXCAVATOR'S WORK.



No.	Date	Description
1	11/1/22	ISSUES PLAN COMMISSION SUBMITTAL



IN ACCORDANCE WITH WISCONSIN STATUTE 192.0175, DAMAGE TO TRANSMISSION FACILITIES, EXCAVATOR SHALL BE SOLELY RESPONSIBLE TO PROVIDE ADVANCE NOTICE TO THE DESIGNATED "ONE CALL SYSTEM" NOT LESS THAN THREE WORKING DAYS PRIOR TO COMMENCEMENT OF ANY EXCAVATION REQUIRED TO PERFORM WORK CONTAINED ON THESE DRAWINGS, AND FURTHER, EXCAVATOR SHALL COMPLY WITH ALL OTHER REQUIREMENTS OF THIS STATUTE RELATIVE TO EXCAVATOR'S WORK.



120TH AVE

MATCH LINE
SEE SHEET C1.20

**PROPOSED
BUILDING**
FFE = 745.00

DENOTES PROPOSED
STORM SEWER

DENOTES EXISTING PROPERTY
BOUNDARY

EXISTING 40' RIGHT OF WAY
AND UTILITY EASEMENT

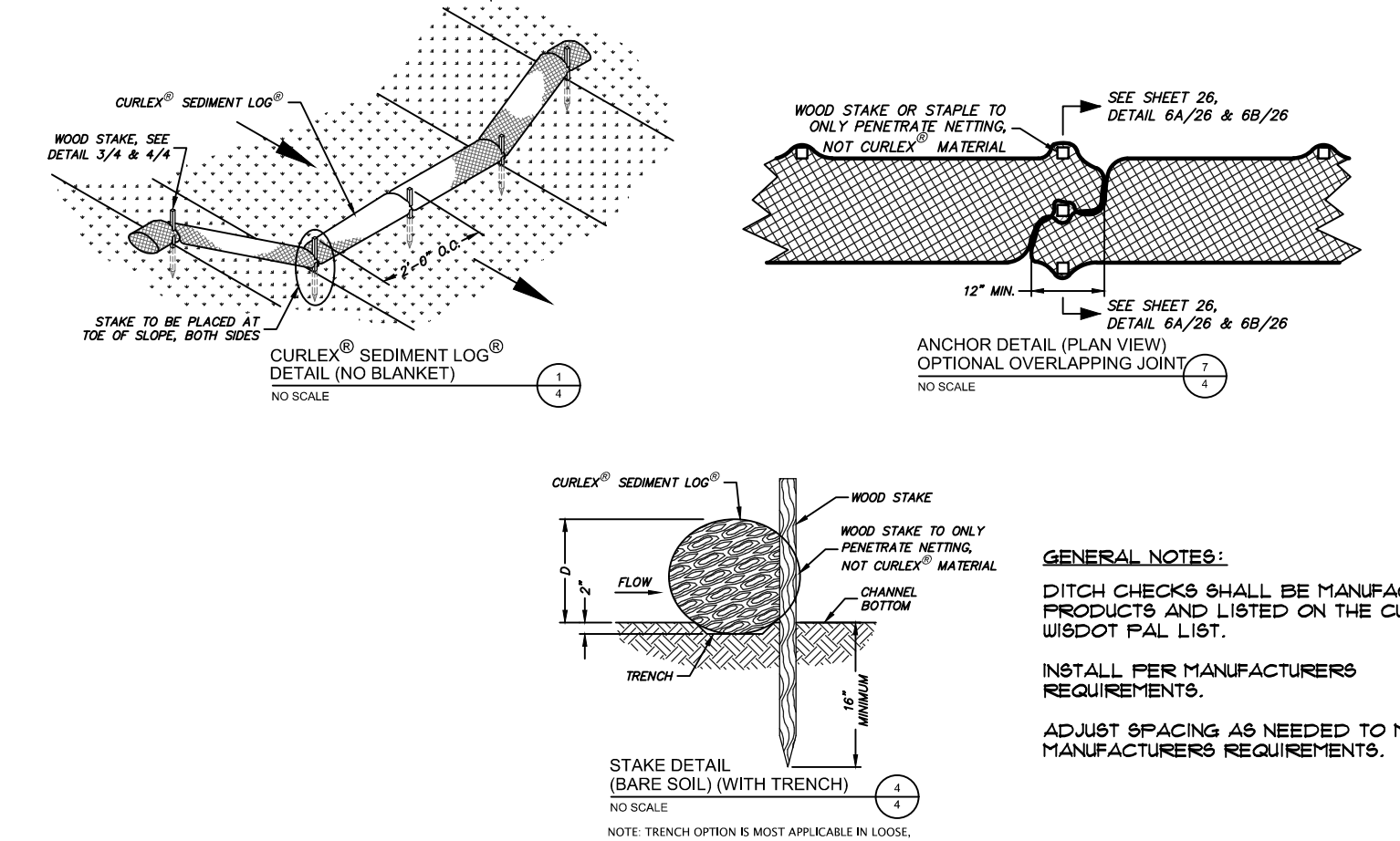
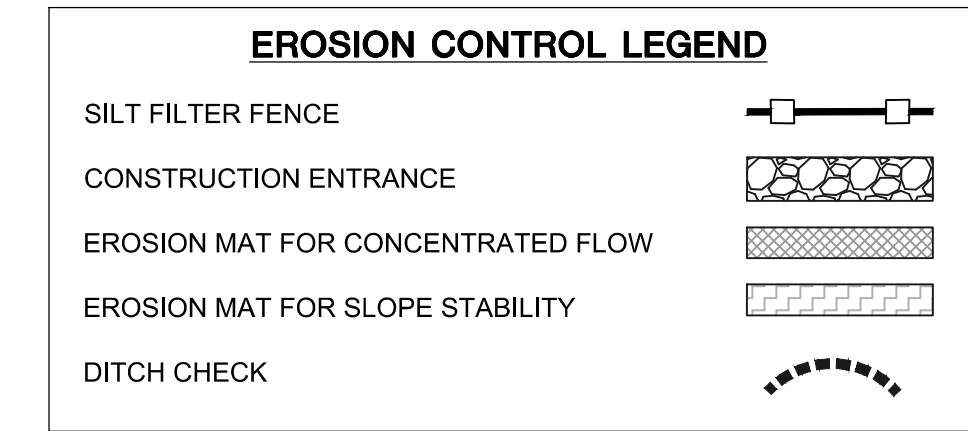
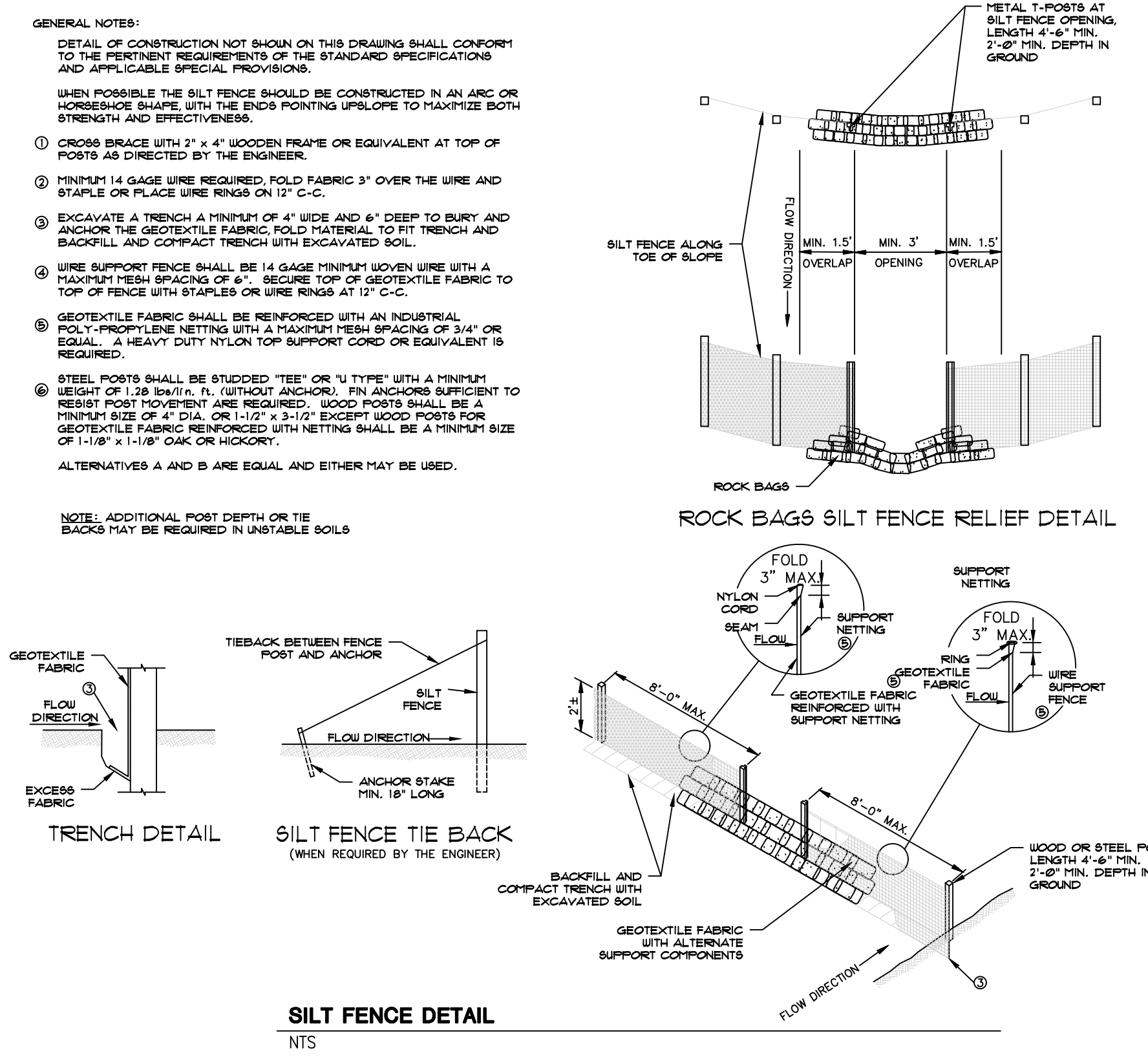
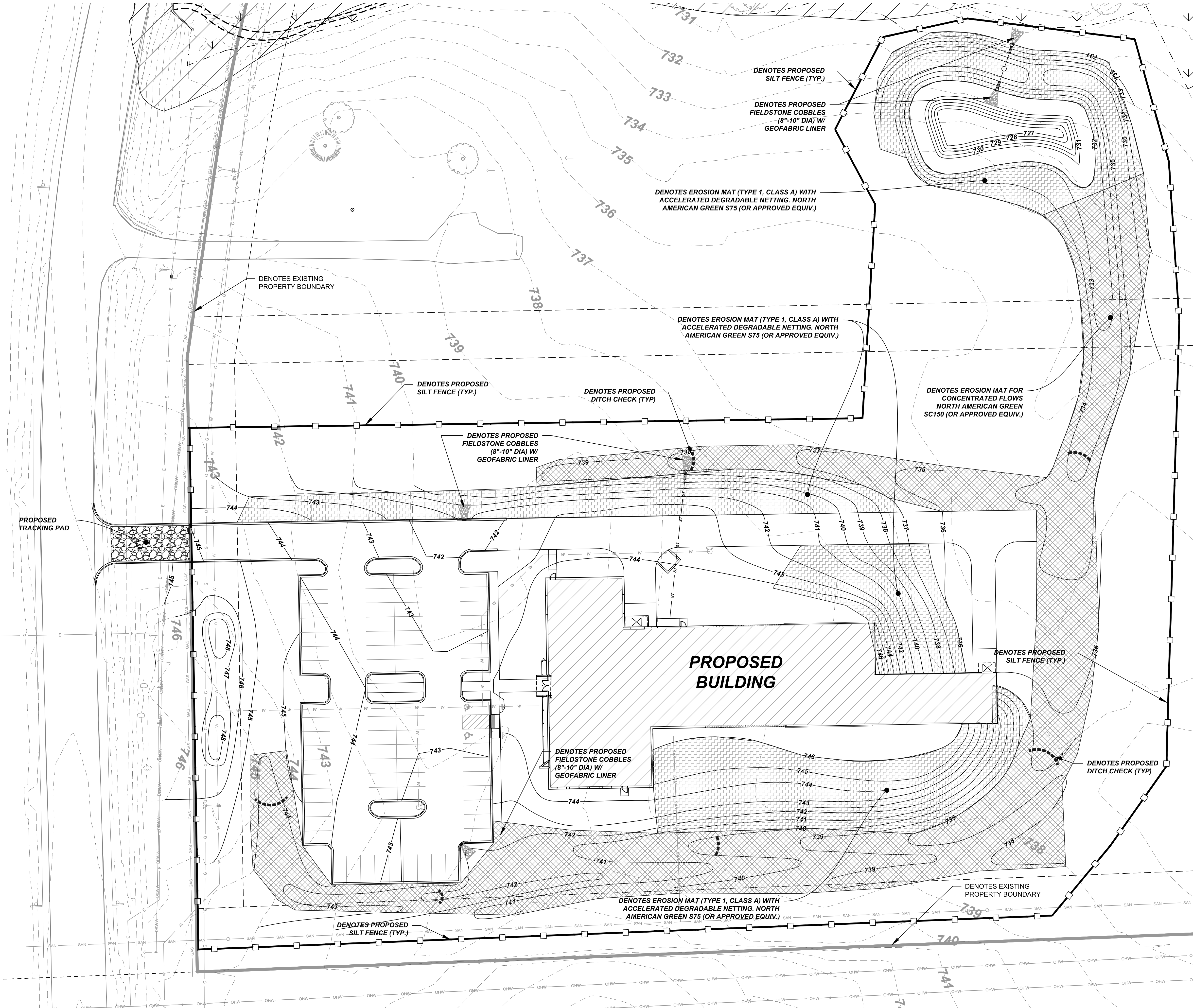
DENOTES EXISTING PROPERTY
BOUNDARY

No.	Date:	Description:
1	11/1/22	ISSUES PLAN COMMISSION SUBMITAL



IN ACCORDANCE WITH WISCONSIN STATUTE 182.0175, DAMAGE TO TRANSMISSION FACILITIES, EXCAVATOR SHALL BE SOLELY RESPONSIBLE TO PROVIDE ADVANCE NOTICE TO THE DESIGNATED "ONE CALL SYSTEM" NOT LESS THAN THREE WORKING DAYS PRIOR TO COMMENCEMENT OF ANY EXCAVATION REQUIRED TO PERFORM WORK CONTAINED ON THESE DRAWINGS, AND FURTHER, EXCAVATOR SHALL COMPLY WITH ALL OTHER REQUIREMENTS OF THIS STATUTE RELATIVE TO EXCAVATOR'S WORK.

- ### EROSION CONTROL NOTES AND PHASING
1. WDNR PERMIT COVERAGE IS REQUIRED. POST WDNR CERTIFICATE OF PERMIT COVERAGE ON SITE AND MAINTAIN UNTIL CONSTRUCTION ACTIVITIES HAVE CEASED. THE SITE IS STABILIZED, AND A NOTICE OF TERMINATION IS FILED WITH WDNR.
 2. KEEP A COPY OF THE CURRENT EROSION CONTROL PLAN ON SITE THROUGHOUT THE DURATION OF THE PROJECT.
 3. SUBMIT PLAN REVISIONS OR AMENDMENTS TO THE ENGINEER AT LEAST 5 DAYS PRIOR TO FIELD IMPLEMENTATION.
 4. CONTRACTOR IS RESPONSIBLE FOR ROUTINE SITE INSPECTIONS AT LEAST ONCE EVERY 7 DAYS AND WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5 INCHES OR GREATER. KEEP INSPECTION REPORTS ON-SITE AND MAKE THEM AVAILABLE UPON REQUEST.
 5. INSPECT AND MAINTAIN ALL INSTALLED EROSION CONTROL PRACTICES UNTIL THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED.
 6. WHEN POSSIBLE, PRESERVE EXISTING VEGETATION (ESPECIALLY ADJACENT TO SURFACE WATERS), MINIMIZE LAND-DISTURBING CONSTRUCTION ACTIVITY ON SLOPES OF 20% OR MORE, MINIMIZE SOIL COMPACTION, AND PRESERVE TOPSOIL.
 7. REFER TO THE WDNR STORMWATER CONSTRUCTION TECHNICAL STANDARDS AT <http://dnr.wisconsin.gov/topic/water/StormwaterConstructionStandards.htm>.
 8. INSTALL PERIMETER EROSION CONTROLS, (IF REQUIRED) AND TRACKOUT CONTROL PRACTICES PRIOR TO ANY LAND-DISTURBING ACTIVITIES, INCLUDING CLEARING AND GRUBBING. USE WDNR TECHNICAL STANDARD 1057 FOR TRACKOUT CONTROL AT CONSTRUCTION ENTRANCE(S) (IF REQUIRED).
 9. INSTALL INLET PROTECTION PRIOR TO LAND-DISTURBING ACTIVITIES IN THE CONTRIBUTING DRAINAGE AREA AND/OR IMMEDIATELY UPON INLET INSTALLATION. COMPLY WITH WDNR TECHNICAL STANDARD STORM DRAIN INLET PROTECTION FOR CONSTRUCTION SITES #1060.
 10. STAGE CONSTRUCTION GRADING ACTIVITIES TO MINIMIZE THE CUMULATIVE EXPOSED AREA, CONDUCT TEMPORARY GRADING FOR EROSION CONTROL PER WDNR TECHNICAL STANDARD TEMPORARY GRADING PRACTICES FOR EROSION CONTROL #1067.
 11. PERMITTING OF GROUNDWATER DEWATERING IS THE RESPONSIBILITY OF THE CONTRACTOR. GROUNDWATER DEWATERING IS SUBJECT TO A DNR WASTEWATER DISCHARGE PERMIT AND A DNR HIGH CAPACITY WELL APPROVAL IF CUMULATIVE PUMP CAPACITY IS 70 GPM OR MORE.
 12. PROVIDE ANTI-SCOUR PROTECTION AND MAINTAIN NON-EROSIVE FLOW DURING DEWATERING. PERFORM DEWATERING OF ACCUMULATED SURFACE RUNOFF IN ACCORDANCE WITH WDNR TECHNICAL STANDARD DE-WATERING #1061.
 13. COMPLETE AND STABILIZE WET POND PRIOR TO MASS LAND DISTURBANCE TO CONTROL RUNOFF DURING CONSTRUCTION. REMOVE SEDIMENT AS NEEDED TO MAINTAIN 3 FEET OF DEPTH TO THE OUTLET, AND PROPERLY DISPOSE OF SEDIMENT REMOVED DURING MAINTENANCE (REFER TO NR 528). CONSTRUCT AND MAINTAIN THE SEDIMENT BASIN PER WDNR TECHNICAL STANDARD SEDIMENT BASIN #1094 AND SEDIMENT TRAP # 1093.
 14. INSTALL AND MAINTAIN SILT FENCING PER WDNR TECHNICAL STANDARD SILT FENCE #1056. REMOVE SEDIMENT FROM BEHIND SILT FENCES AND SEDIMENT BARRIERS BEFORE SEDIMENT REACHES A DEPTH THAT IS EQUAL TO ONE-HALF OF THE FENCE AND/OR BARRIER HEIGHT.
 15. REPAIR BREAKS AND GAPS IN SILT FENCES AND BARRIERS IMMEDIATELY. REPLACE DECOMPOSING STRAW BALES (TYPICAL BALE LIFE IS 3 MONTHS), LOCATE, INSTALL, AND MAINTAIN STRAW BALES PER WDNR TECHNICAL STANDARD DITCH CHECKS #1055.
 16. INSTALL AND MAINTAIN FILTER SOCKS IN ACCORDANCE WITH WDNR TECHNICAL STANDARD INTERIM MANUFACTURED PERIMETER CONTROL AND SLOPE INTERRUPTION PRODUCTS # 1071.
 17. IMMEDIATELY STABILIZE STOCKPILES AND SURROUND STOCKPILES AS NEEDED WITH SILT FENCE OR OTHER PERIMETER CONTROL IF STOCKPILES WILL REMAIN INACTIVE FOR 7 DAYS OR LONGER.
 18. IMMEDIATELY STABILIZE ALL DISTURBED AREAS THAT WILL REMAIN INACTIVE FOR 14 DAYS OR LONGER. STABILIZE WITH MULCH, TACKIFIER, AND A PERENNIAL SEED MIXED WITH WINTER WHEAT, ANNUAL OATS, OR ANNUAL RYE. AS APPROPRIATE FOR REGION AND SOIL TYPE. OCTOBER IS THROUGH COLD WEATHER; STABILIZE WITH A POLYMER AND DORMANT SEED MIX, AS APPROPRIATE FOR REGION AND SOIL TYPE.
 19. STABILIZE AREAS OF FINAL GRADING WITHIN 7 DAYS OF REACHING FINAL GRADE.
 20. SWEEP/CLEAN UP ALL SEDIMENT/TRASH THAT MOVES OFF-SITE DUE TO CONSTRUCTION ACTIVITY OR STORM EVENTS BEFORE THE END OF THE SAME WORKDAY OR AS DIRECTED BY THE WDNR/MUNICIPALITY. SEPARATE SWEEP MATERIALS (SOILS AND TRASH) AND DISPOSE OF APPROPRIATELY.
 21. CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST PER WDNR TECHNICAL STANDARD DUST CONTROL ON CONSTRUCTION SITES # 1054.
 22. PROPERLY DISPOSE OF ALL WASTE AND UNUSED BUILDING MATERIALS (INCLUDING GARBAGE, DEBRIS, CLEANING WASTES, OR OTHER CONSTRUCTION MATERIALS) AND DO NOT ALLOW THESE MATERIALS TO BE CARRIED BY RUNOFF INTO THE RECEIVING CHANNEL.
 23. FOR NON-CHANNELIZED FLOW ON DISTURBED OR CONSTRUCTED SLOPES 4:1 OR GREATER (OR AS SHOWN ON THE PLAN), PROVIDE CLASS 1 TYPE TYP A WITH ACCELERATED DEGRADABLE NETTING EROSION CONTROL MATTING. SELECT EROSION MATTING FROM WDOT'S PRODUCT ACCEPTABILITY LIST (PAL). INSTALL AND MAINTAIN PER WDNR TECHNICAL STANDARD NON-CHANNEL EROSION MAT #1052.
 24. FOR CHANNELIZED FLOW ON DISTURBED OR CONSTRUCTED AREAS (OR AS SHOWN ON THE PLANS), PROVIDE NORTH AMERICAN GREEN SC150 (OR APPROVED EQUAL) EROSION CONTROL MATTING. INSTALL AND MAINTAIN PER WDNR TECHNICAL STANDARD CHANNEL EROSION MAT #1053.
 25. MAKE PROVISIONS FOR WATERING DURING THE FIRST 8 WEEKS FOLLOWING SEEDING OR PLANTING OF DISTURBED AREAS WHENEVER MORE THAN 7 CONSECUTIVE DAYS OF DRY WEATHER OCCUR.
 26. NOTICE OF TERMINATION: WHEN THE SITE HAS BEEN FULLY STABILIZED AND ALL STORMWATER DISCHARGES FROM THE SITE AUTHORIZED UNDER THE NOI PERMIT HAVE BEEN ELIMINATED, A NOTICE OF TERMINATION SHALL BE FILED WITH THE DNR. CONTRACTOR SHALL SUBMIT A COMPLETED NOTICE OF TERMINATION APPLICATION IN ACCORDANCE WITH THE PERMIT REQUIREMENTS PRIOR TO FINAL PAYMENT.

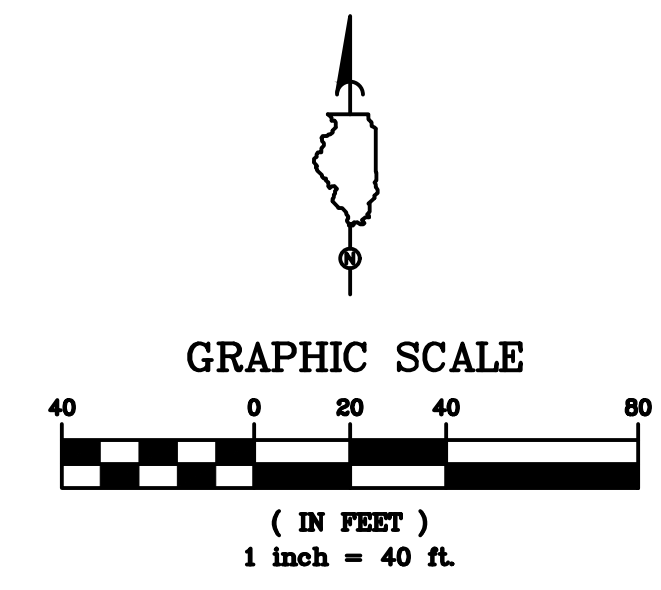


DITCH CHECK
 NTS



IN ACCORDANCE WITH WISCONSIN STATUTE 182.0175, DAMAGE TO TRANSMISSION FACILITIES, EXCAVATOR SHALL BE SOLELY RESPONSIBLE TO PROVIDE ADVANCE NOTICE TO THE DESIGNATED "ONE CALL SYSTEM" NOT LESS THAN THREE WORKING DAYS PRIOR TO COMMENCEMENT OF ANY EXCAVATION REQUIRED TO PERFORM WORK CONTAINED ON THESE DRAWINGS, AND FURTHER, EXCAVATOR SHALL COMPLY WITH ALL OTHER REQUIREMENTS OF THIS STATUTE RELATIVE TO EXCAVATOR'S WORK.

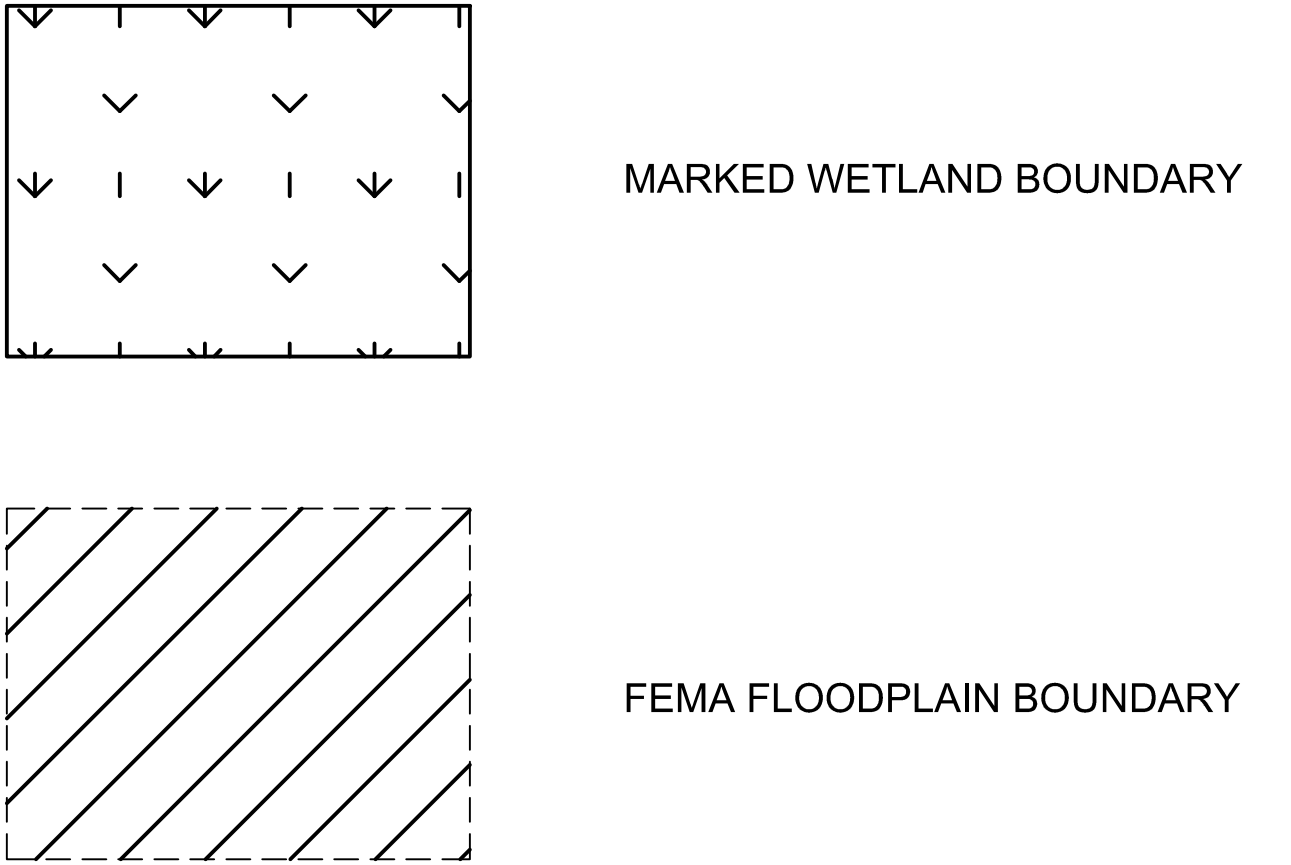
TOPOGRAPHIC SURVEY



LEGEND AND ABBREVIATIONS:

- PROPERTY LINE
- BUILDING
- CONCRETE
- ASPHALT
- GRAVEL
- DEPRESSED CURB
- CHAIN LINK FENCE
- IRON FENCE
- WOOD FENCE
- GUARDRAIL
- FOUND PK NAIL
- FOUND REBAR
- SET IRON ROD/PIPE
- SET MAC NAIL
- SET/FOUND CUT CROSS
- COMBINATION SEWER
- SANITARY SEWER
- STORM SEWER
- WATER LINE
- GAS LINE
- COMMUNICATION LINE
- TELEPHONE LINE
- UNDERGROUND WIRE LINE
- UNDERGROUND ELECTRIC LINE
- BACK OF CURB ELEVATION
- FLOW LINE ELEVATION
- EDGE OF PAVEMENT ELEVATION
- FINISH FLOOR ELEVATION
- MANHOLE
- WATER MANHOLE
- ELECTRIC MANHOLE
- TELEPHONE MANHOLE
- CURB INLET
- CATCH BASIN
- AREA DRAIN
- UTILITY POLE
- POWER POLE W/LIGHT
- POWER POLE W/TRANSFORMER
- LIGHT POLE
- FIRE HYDRANT
- GAS VALVE
- GAS METER
- ELECTRIC METER
- BUFFALO BOX
- WATER VALVE
- TREE-DECIDUOUS
- TREE-EVERGREEN
- BUSH
- POST
- SIGN
- BOLLARD
- SPRINKLER
- CLEANOUT

SEE SHEET 3 OF 3



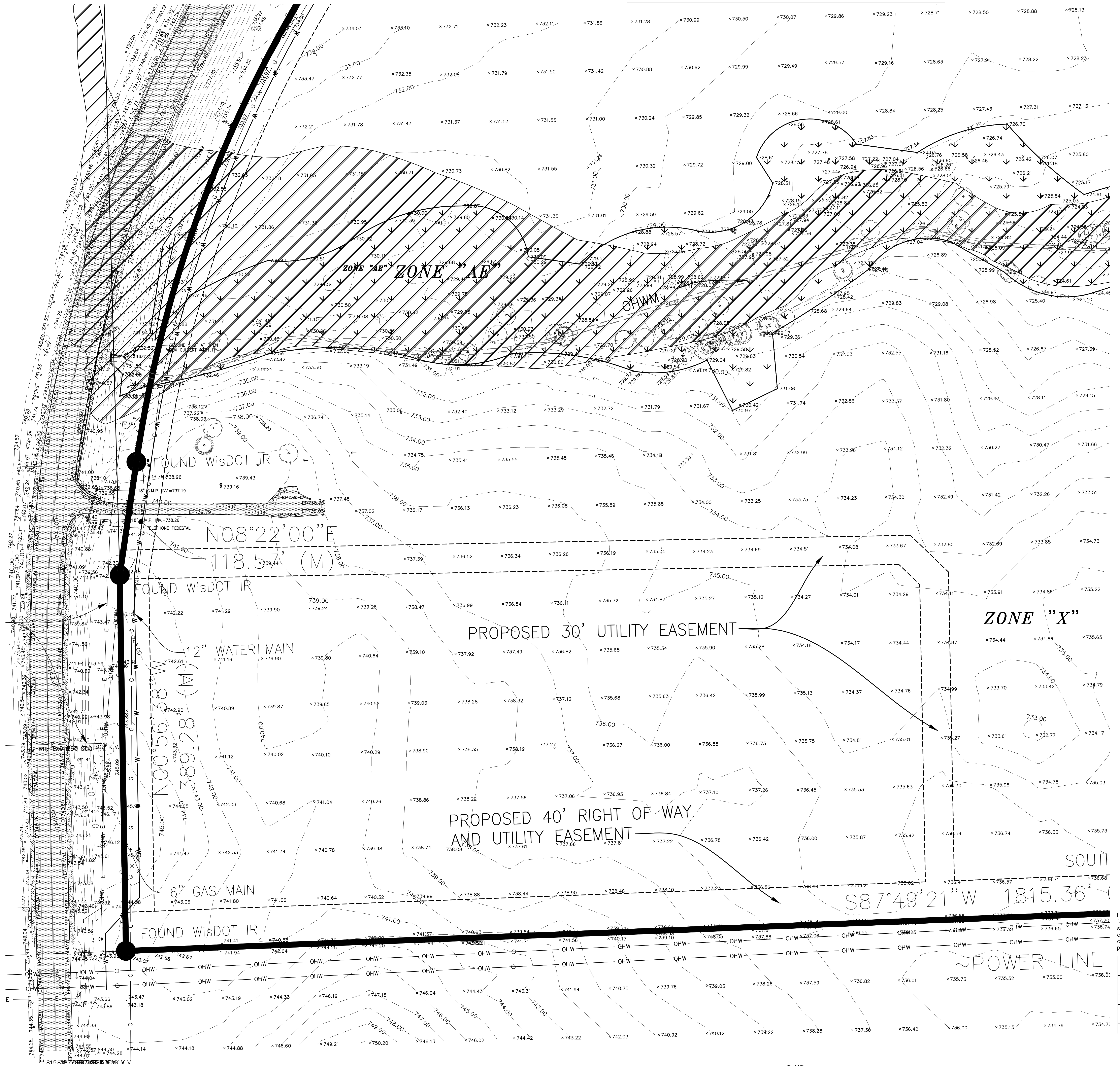
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#	Date	Description
1	7-5-21	Issued
2	7-19-21	Comments

TERRA ENGINEERING LTD.
 225 W. Ohio Street
 4th Floor
 Chicago, IL 60654
 TEL: (312) 467-0123
 FAX: (312) 467-0220
 www.terraengineering.com

Project Information
 PROJECT #: 18-265
 DRAWN BY: RZ
 CHECKED BY: TB
 APPROVED BY: TB

PMML MFETC
2 of 3



Zimmerman
 ARCHITECTURAL STUDIOS, INC.

2122 W. Mount Vernon Avenue | Milwaukee, WI 53233 | zstudios.com
 TELEPHONE (414) 476-8800
 FACSIMILE (414) 476-8892

Consultant:

 255 North 21st Street | Milwaukee, WI 53233
 P 414.333.1000

Project:
MISSION94 FIREARMS EDUCATION CENTER

Location:
 120th Ave.
 Somers, WI 53171

Key Plan:

Sheet:
EXISTING SURVEY

Scale: SCALE: 1" = 40'

No.	Date	Description
1	11/1/22	ISSUES PLAN CORRECTIONS SUBMITTED

Date:
 November 1, 2022

Project No.:
 210048.00

Sheet No.:
C1.40

Consultant:



Project:
MISSION94 FIREARMS EDUCATION CENTER

Location:
 120th Ave.
 Somers, WI 53171

Key Plan:

Sheet:
CONSTRUCTION DETAILS

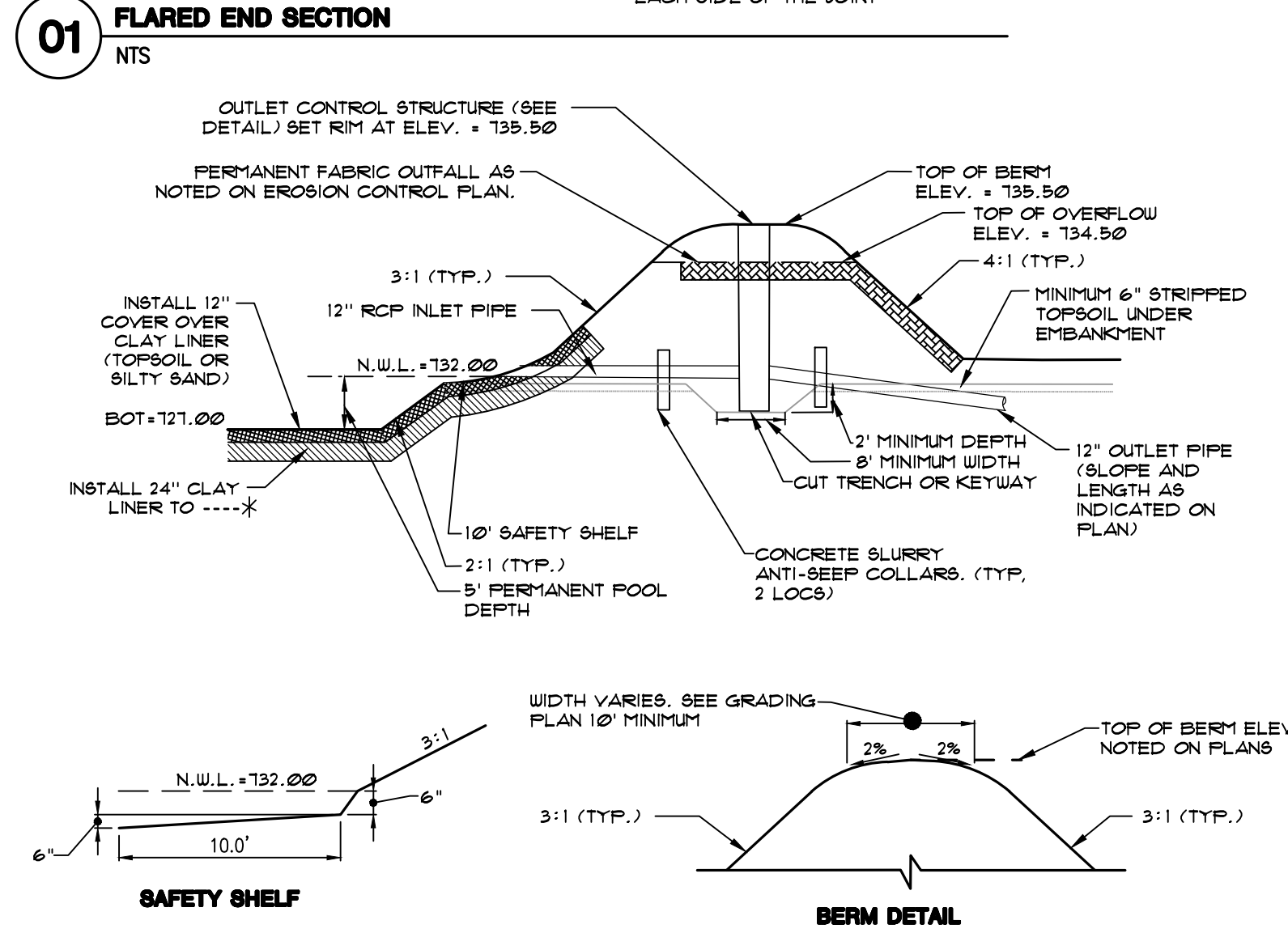
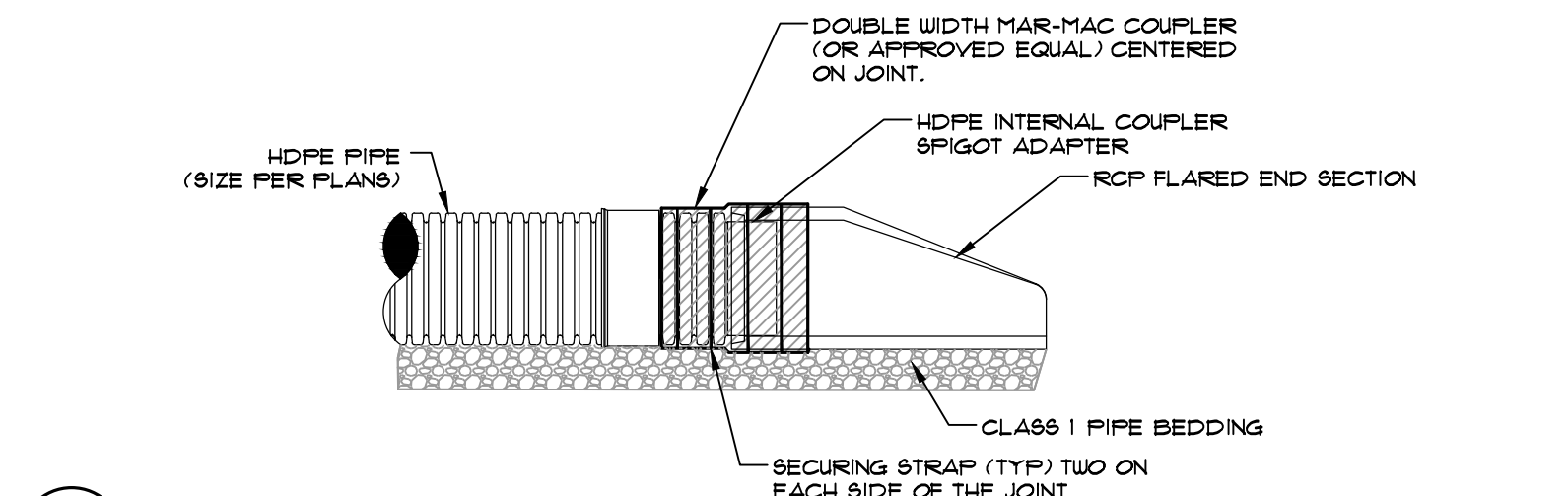
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11/22		ISSUES PLAN COMMISSION SUBMITAL

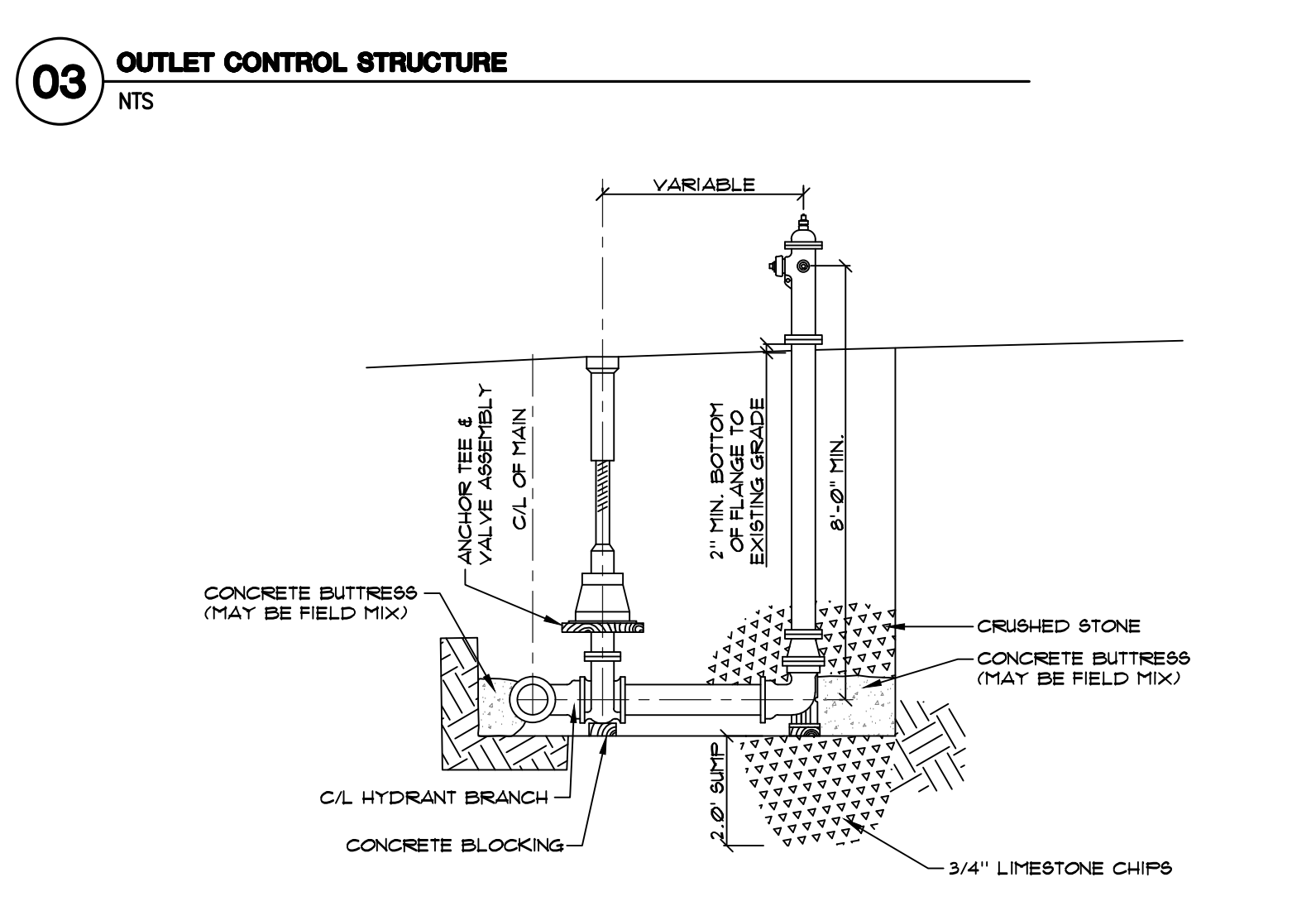
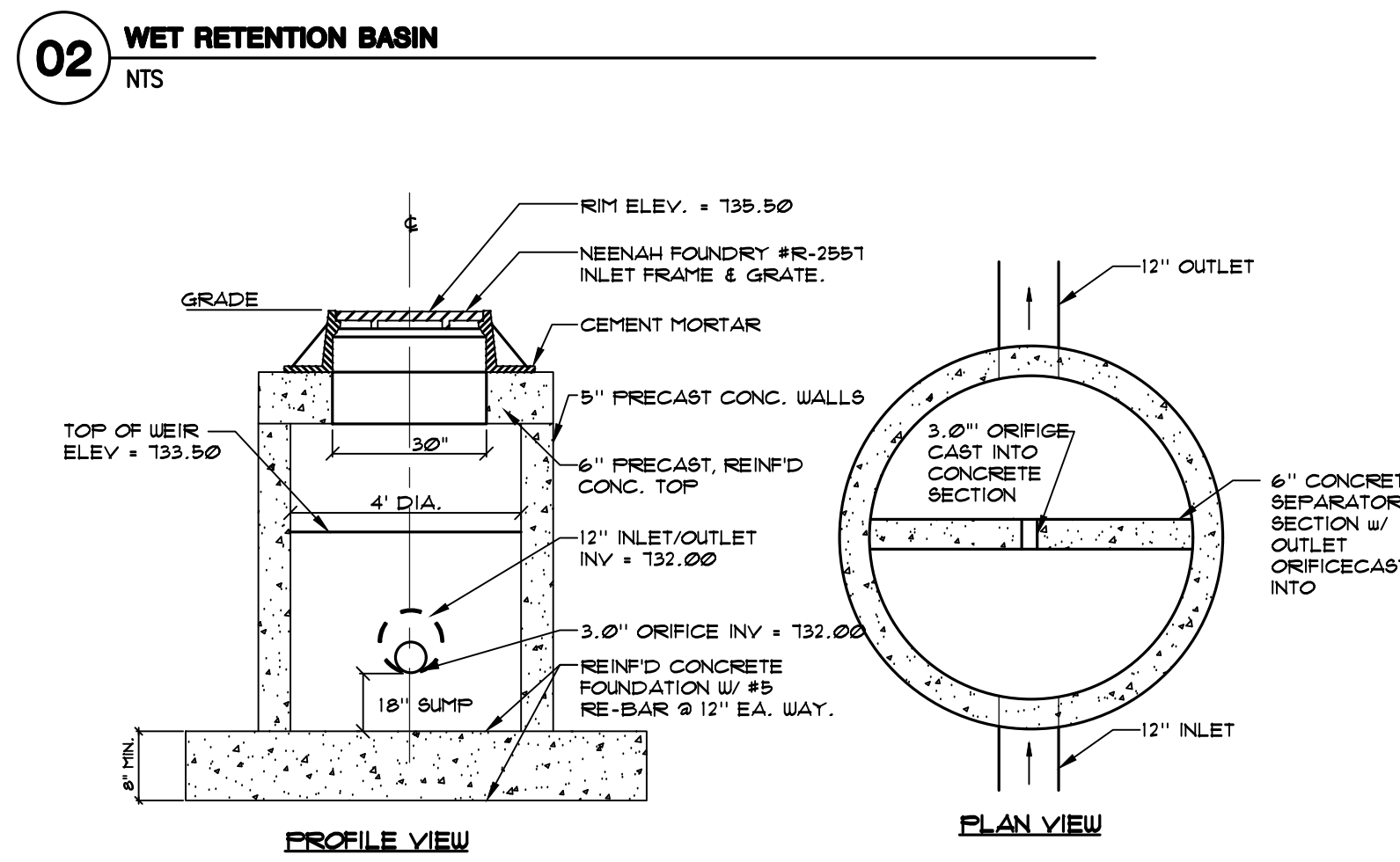
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Project No.:
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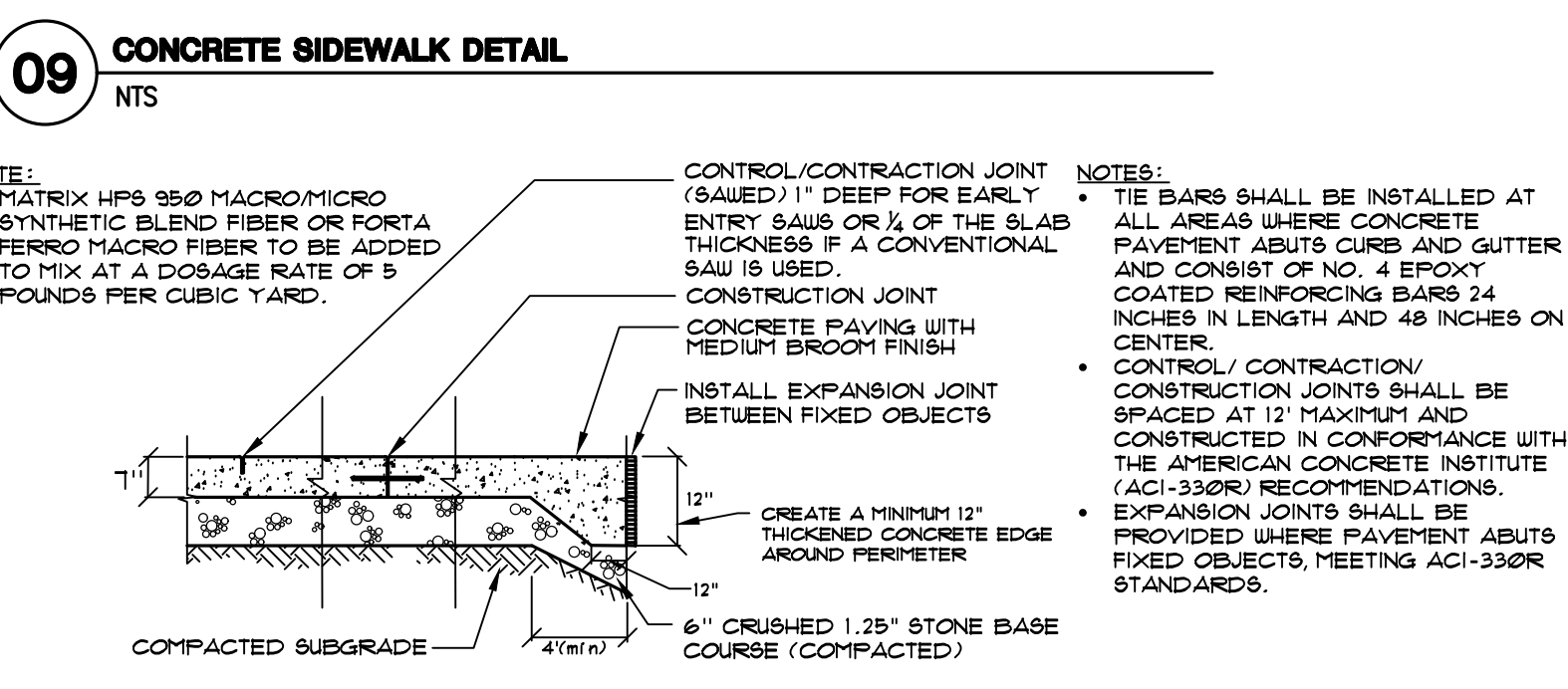
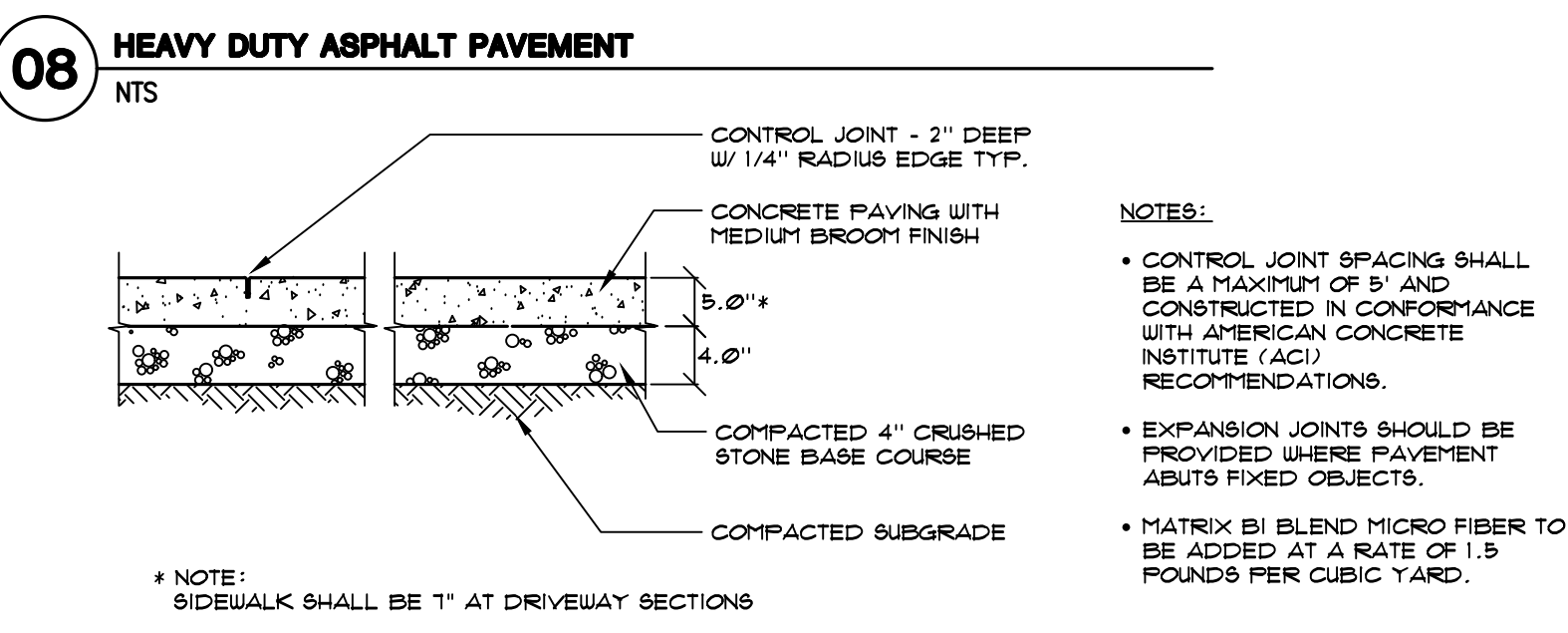
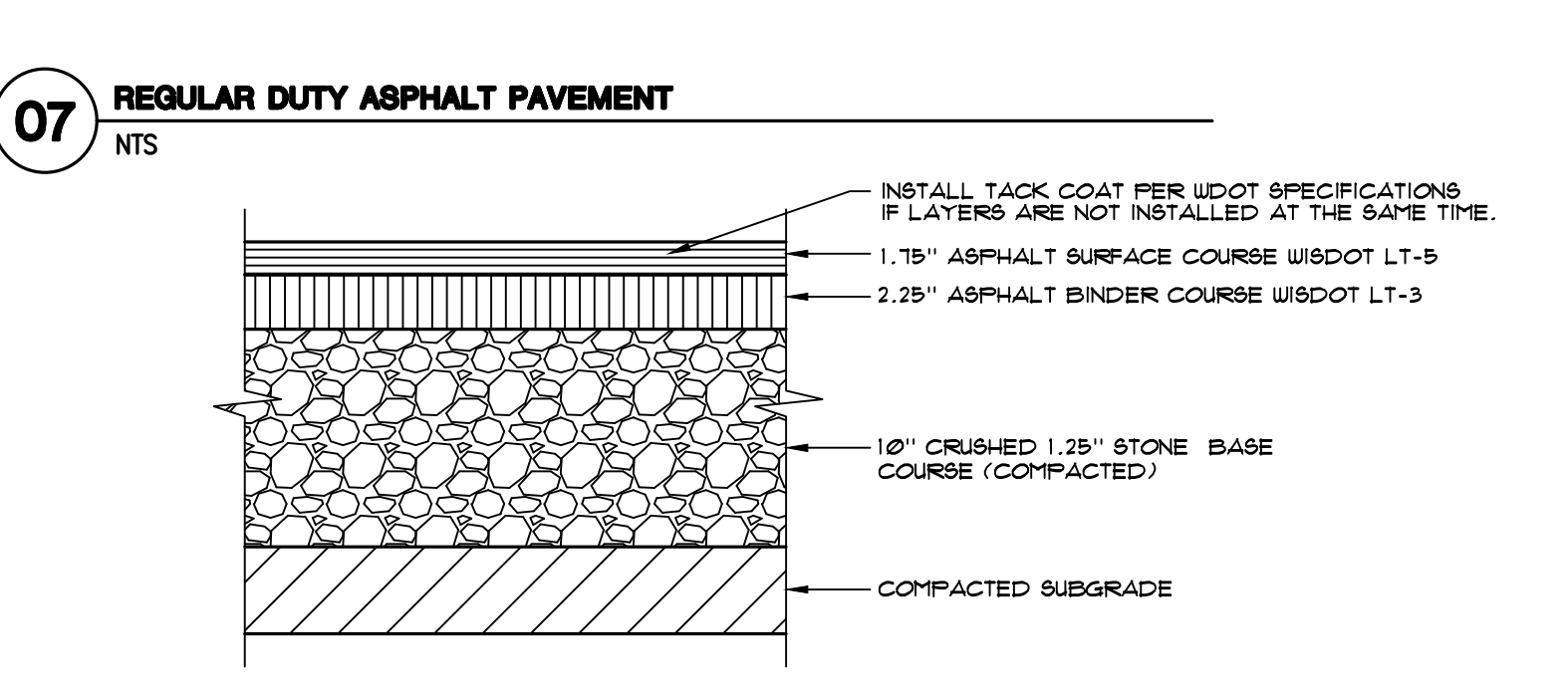
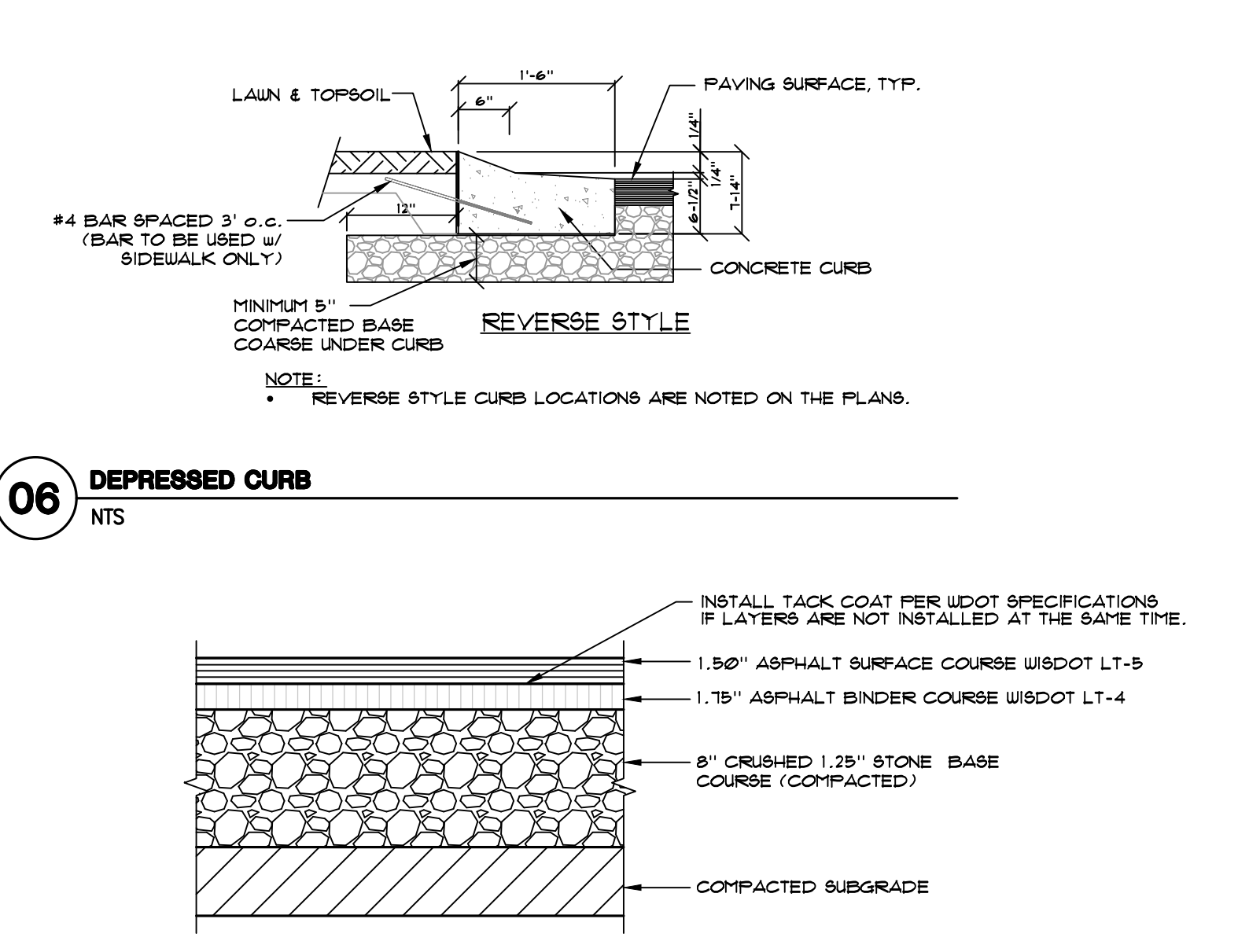
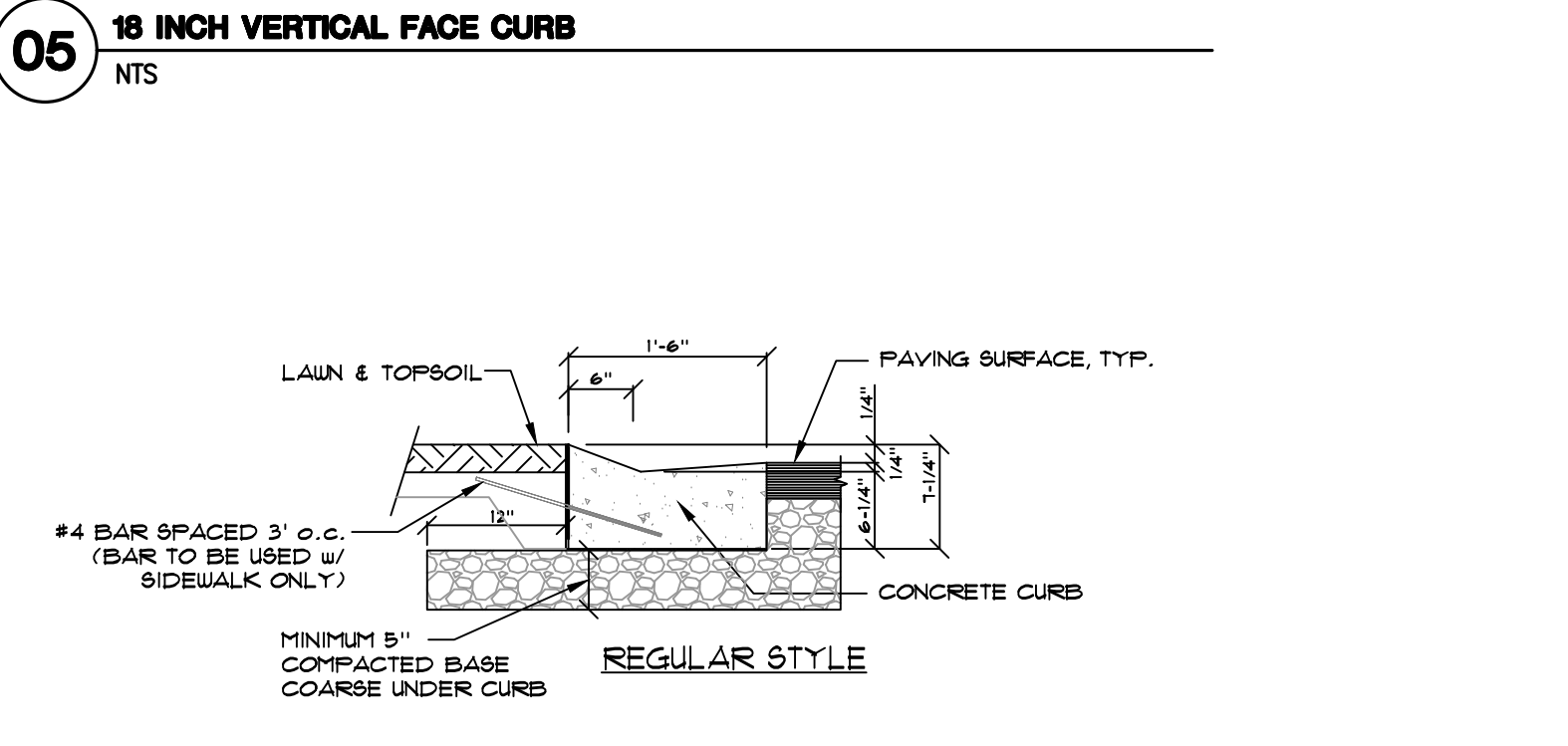
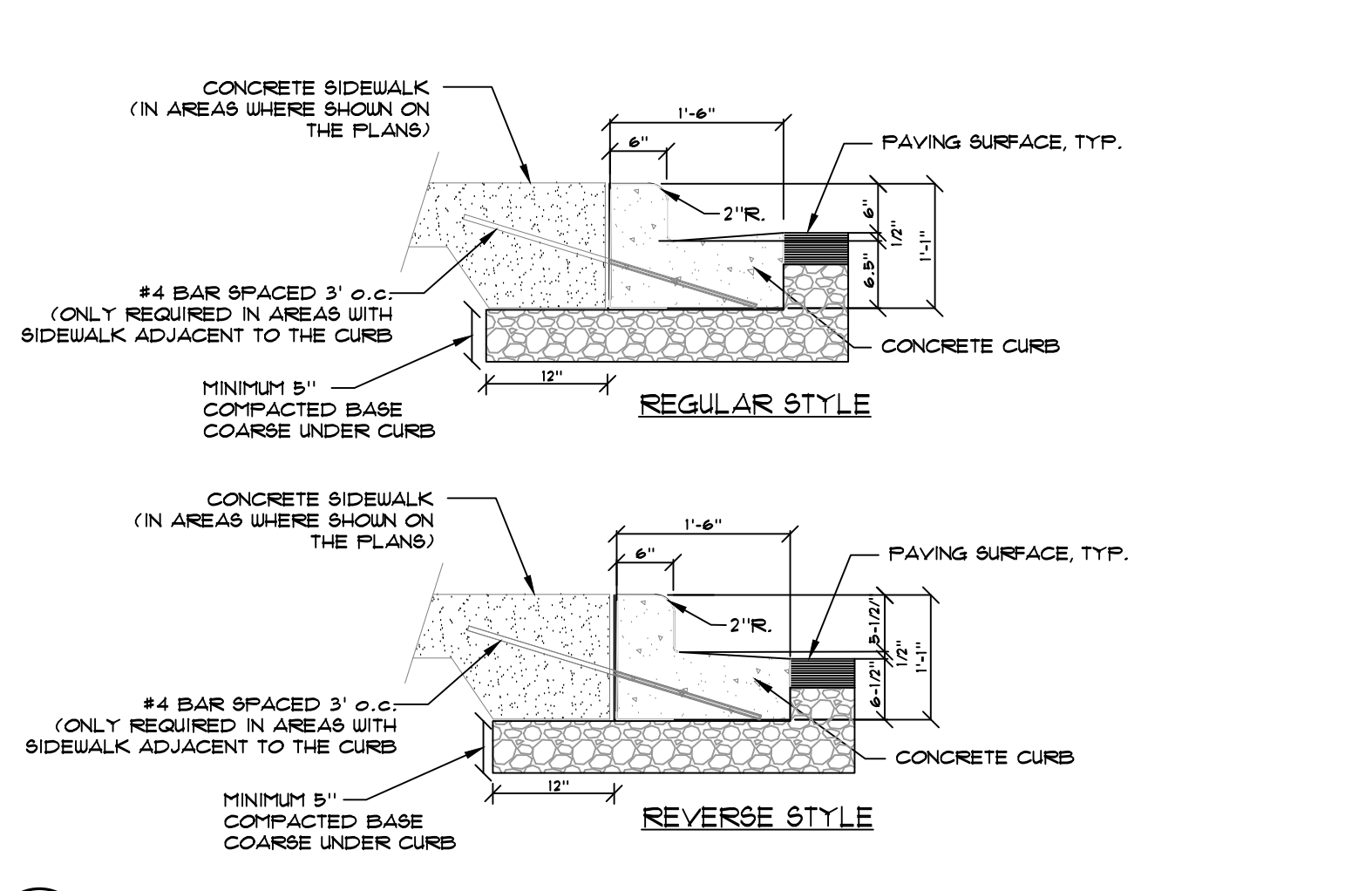
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C5.00

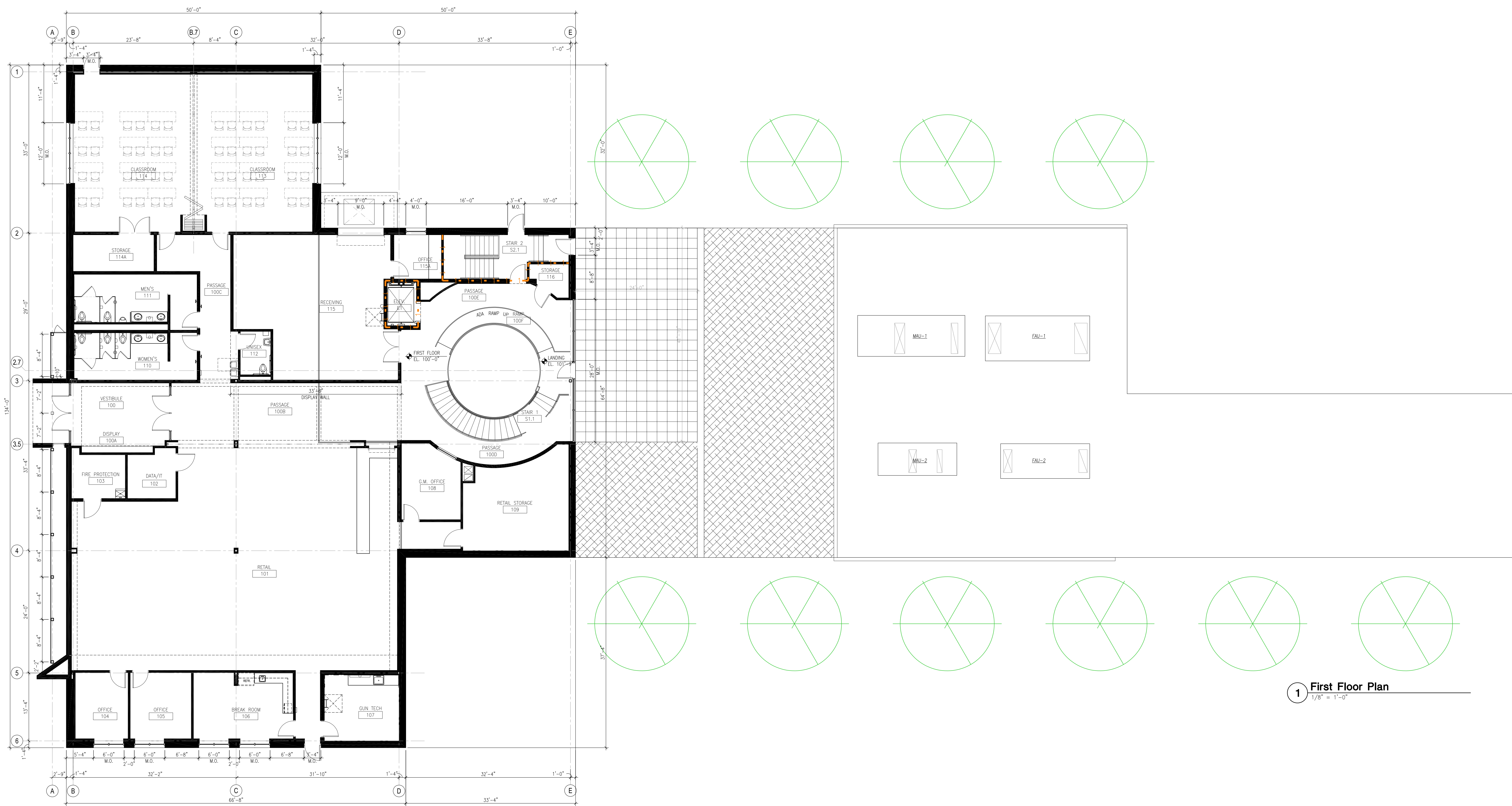


NOTE: FOR AREAS WHERE THE IN-SITU SOILS ARE NOT SUITABLE AS A LINER (PER A GEOTECHNICAL REPRESENTATIVE), THE CONTRACTOR SHALL INSTALL A LINER PER THE DETAIL WITH THE FOLLOWING PROPERTIES:
 CLAY LINER TO HAVE THE FOLLOWING PROPERTIES: PI > 12 ; LL > 25
 MOISTURE CONTENT < 8-7% ABOVE OPTIMUM
 PLACE LINER IN 6" LIFTS, COMPACT TO 98% MODIFIED PROCTOR

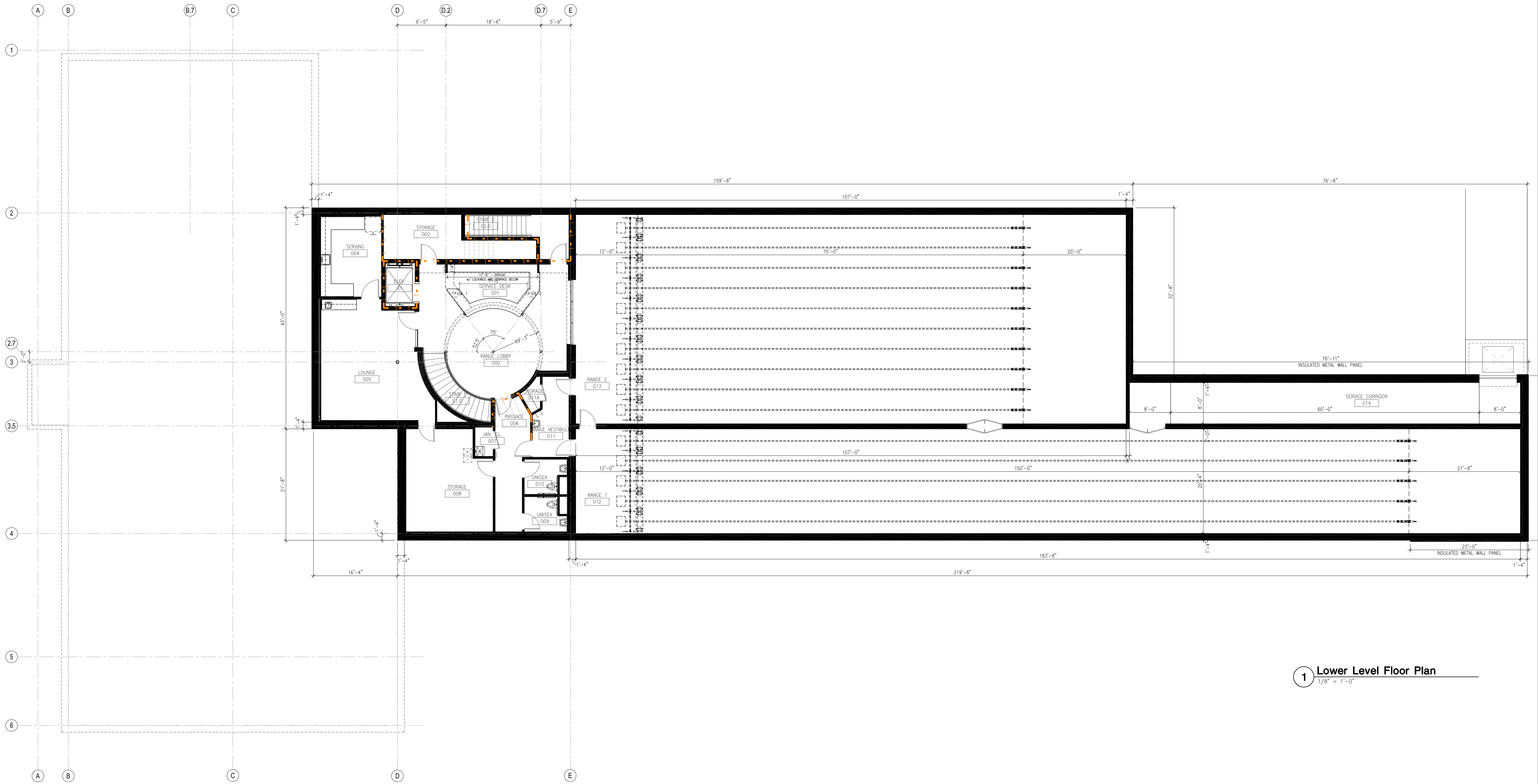


NOTE:
 1) MEGALUG RESTRAINING GLANDS ON ALL MECHANICAL JOINTS, THE BOLTS & NUTS ARE TO BE HIGH STRENGTH LOW ALLOY STEEL (COR-TEN) AS PER SECTION 11.6.9 OF A.I.A.A., C-111.
 2) THE FOLLOWING HYDRANTS SHALL BE ALLOWED:
 • MUELLER SUPER CENTURION 250 3-WAY FIRE HYDRANT
 • U.S. FIRE METROPOLITAN 34 DUCTILE IRON FIRE HYDRANT
 • WATERLOUS 5 1/4" FACER FIRE HYDRANT





No.	Date	Description
1	11/1/22	ISSUES PLAN CORRECTION SUBMITTAL



1 Lower Level Floor Plan
 1/8" = 1'-0"

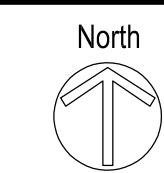
Consultant:

HARWOOD
ENGINEERING
CONSULTANTS, LTD
 233 North 21st Street, Milwaukee, Wisconsin 53233
 414.475.5554 414.273.9299 fax harwood@hmed.com
 HEC Project Number: Z24048.00

Project:
MISSION94 FIREARMS
EDUCATION CENTER

Location:
 120th Ave.
 Somers, WI 53171

Key Plan:



Sheet:
Lower Level Floor Plan

1 INCH

Scale:
 1/8" = 1'-0"

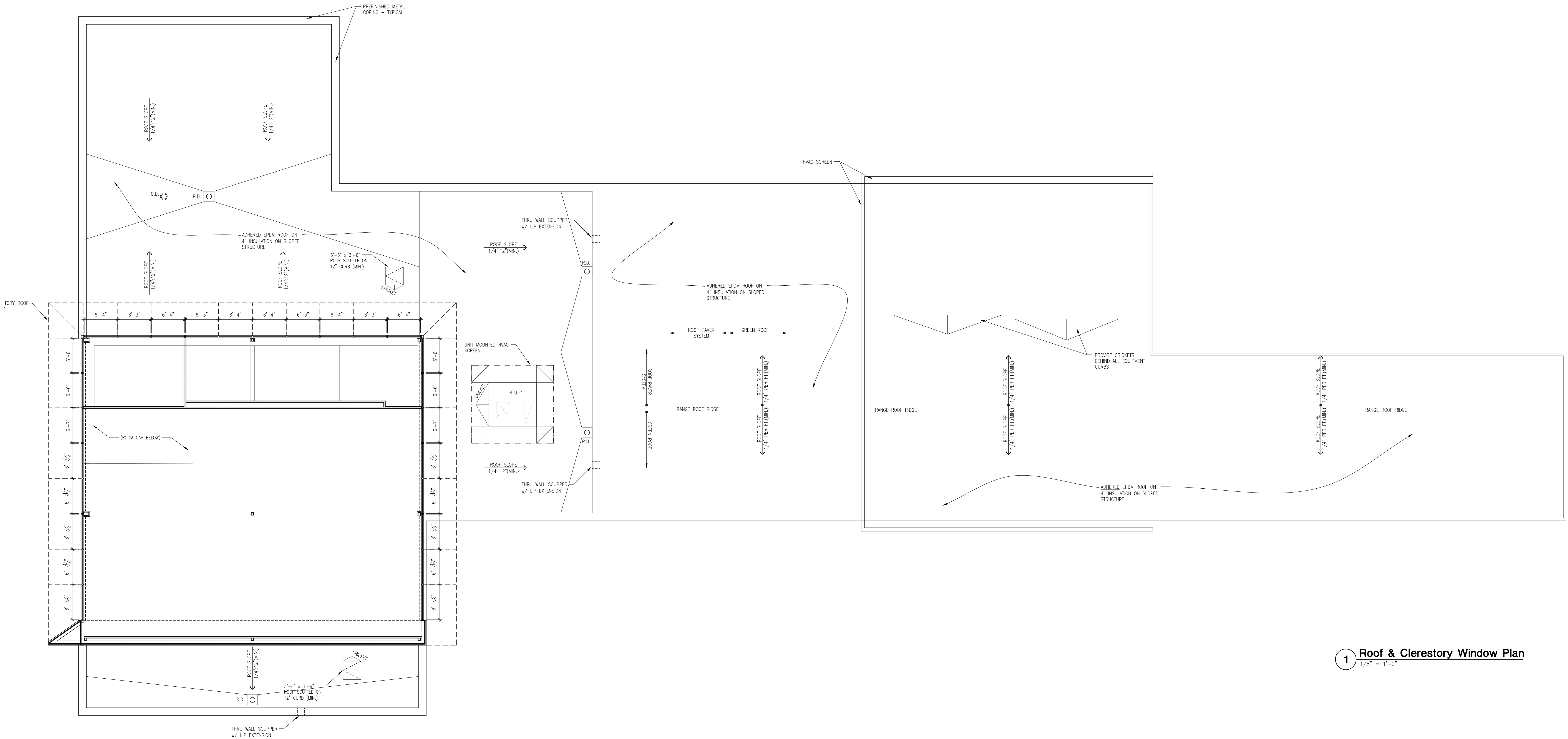
No.	Date	Description
1	11/1/22	ISSUES PLAN CORRECTION SUBMITTAL

Date:
 November 1, 2022

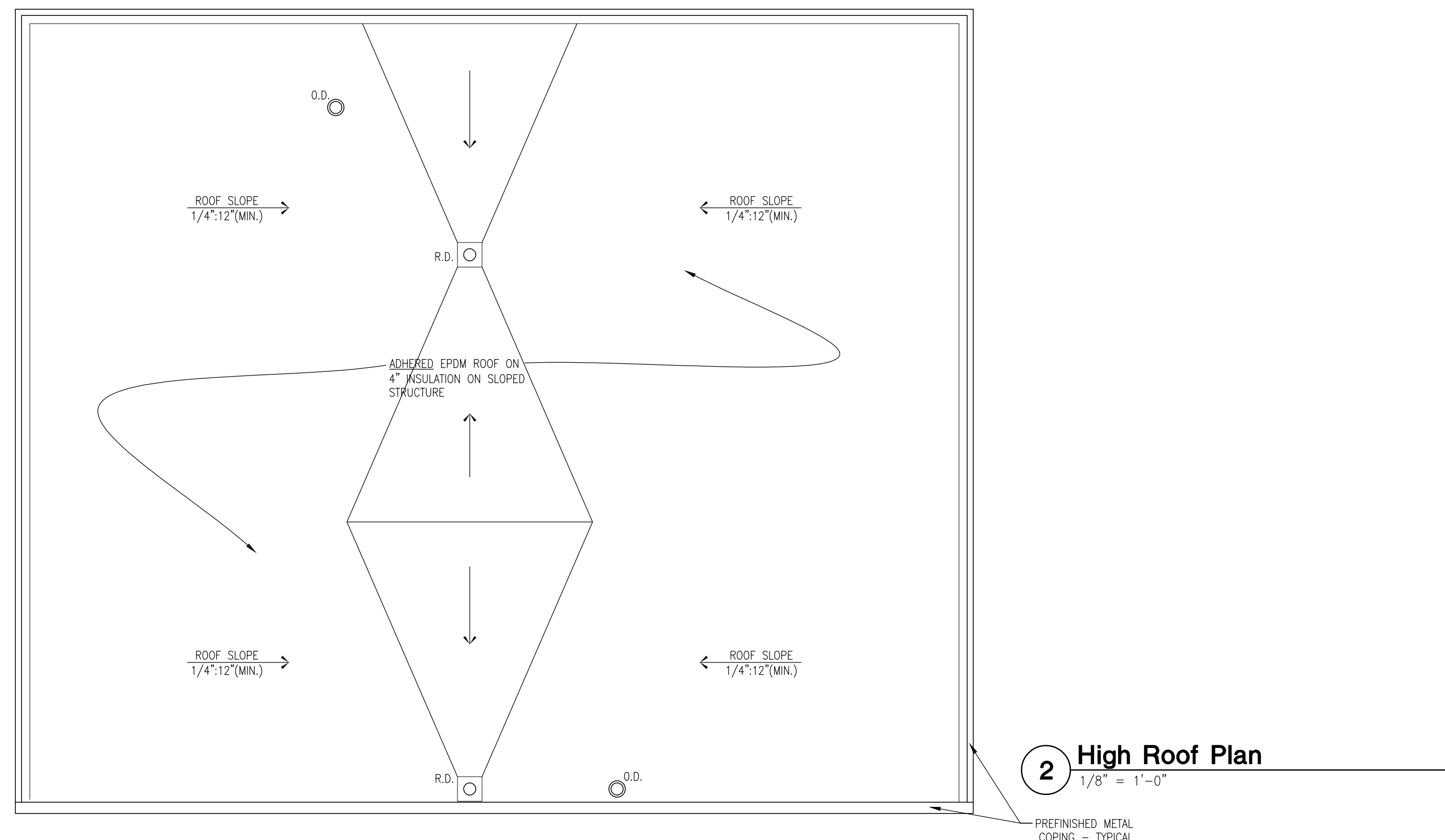
Project No.:
 210048.00

Sheet No.:

A2.0

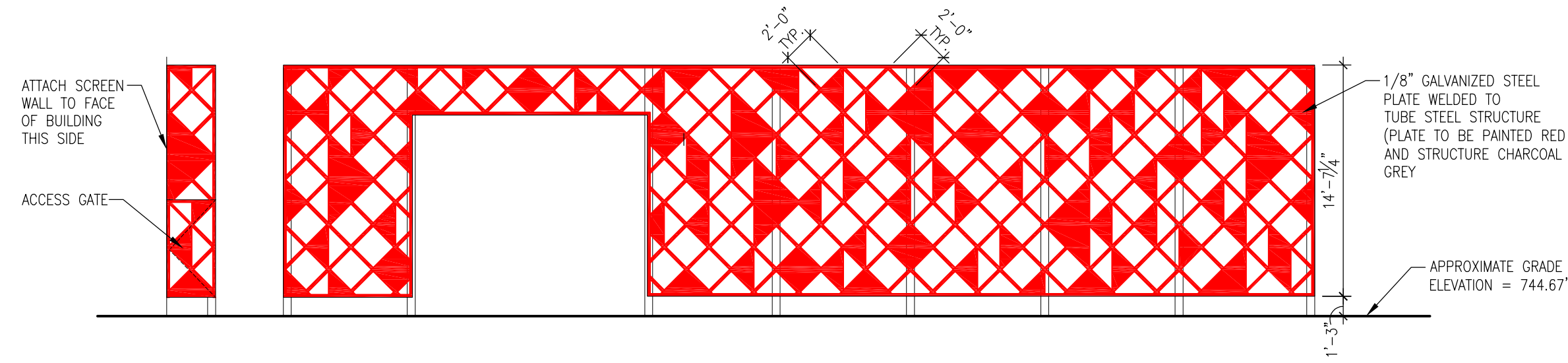


1 Roof & Clerestory Window Plan
1/8" = 1'-0"

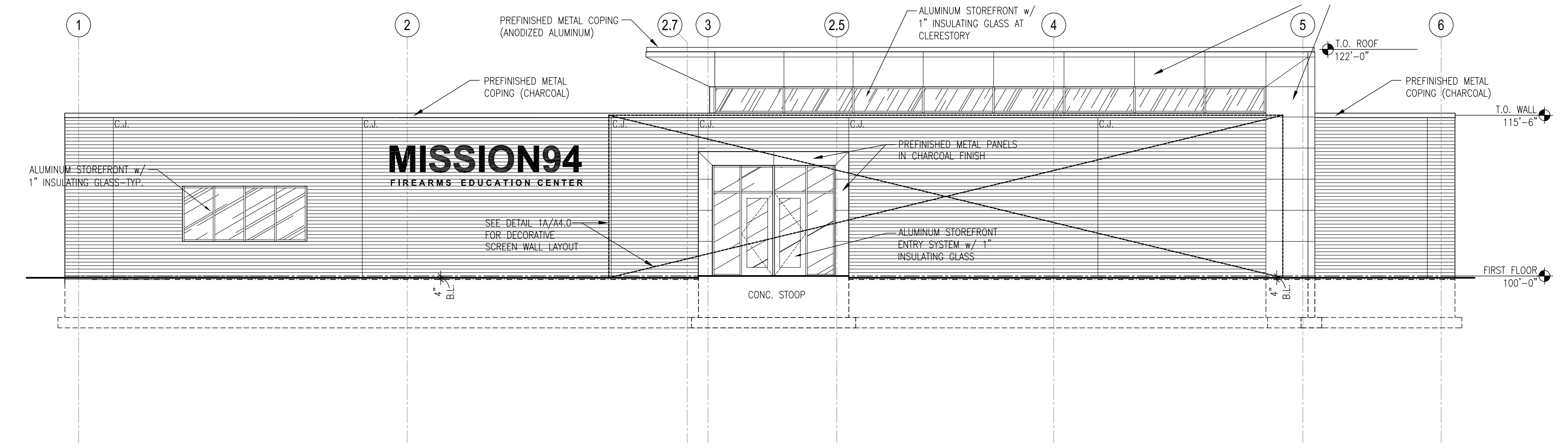


2 High Roof Plan
1/8" = 1'-0"

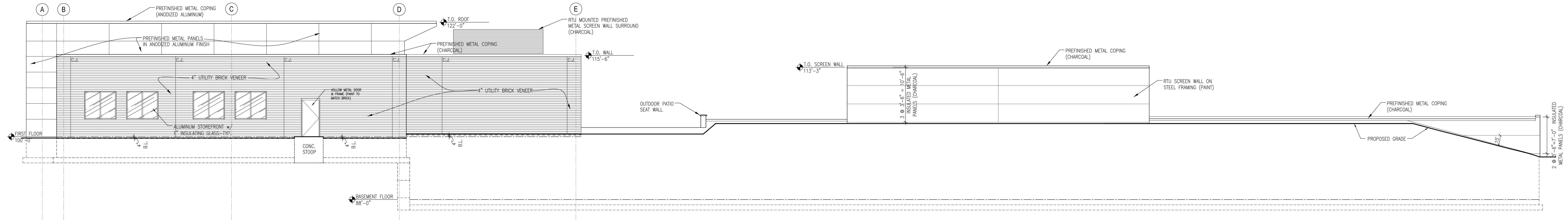
No.	Date	Description
1	11/1/22	ISSUES PLAN COMMISSION SUBMITAL



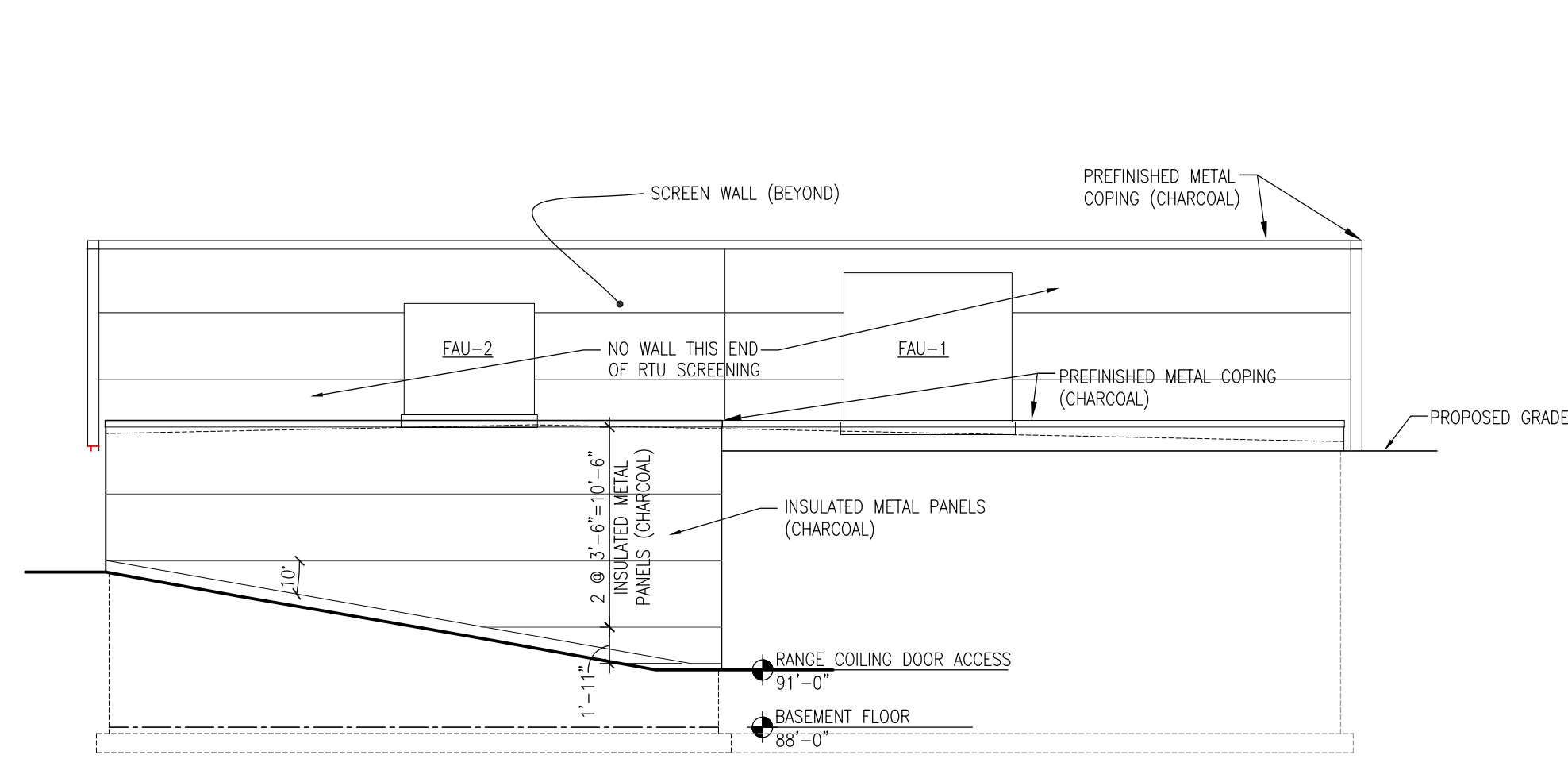
1A Decorative Screen Wall
1/4" = 1'-0"



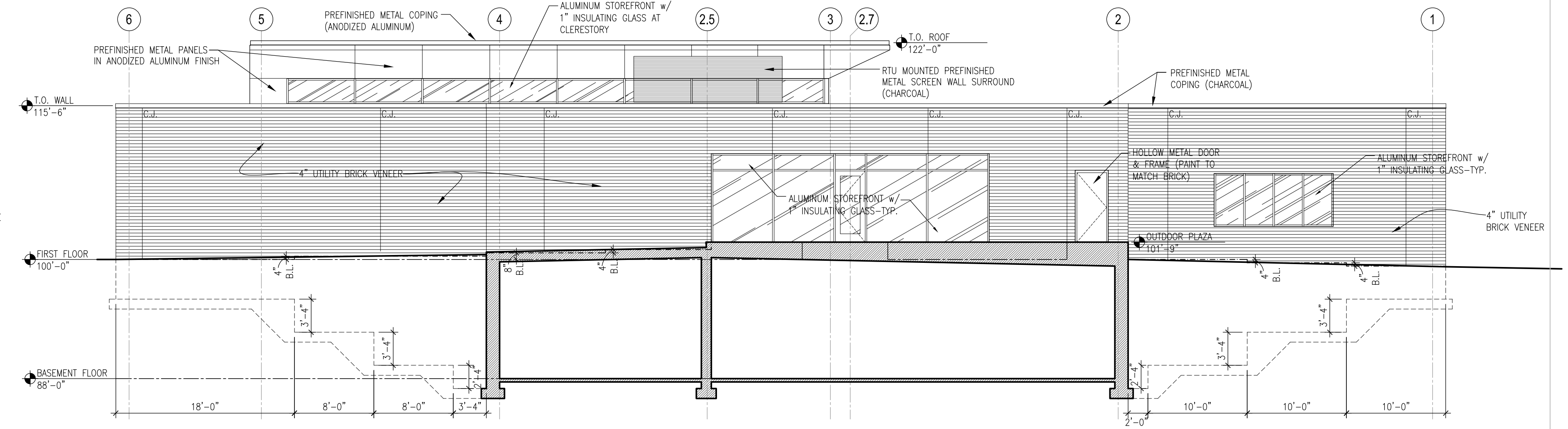
1 West Elevation
1/4" = 1'-0"



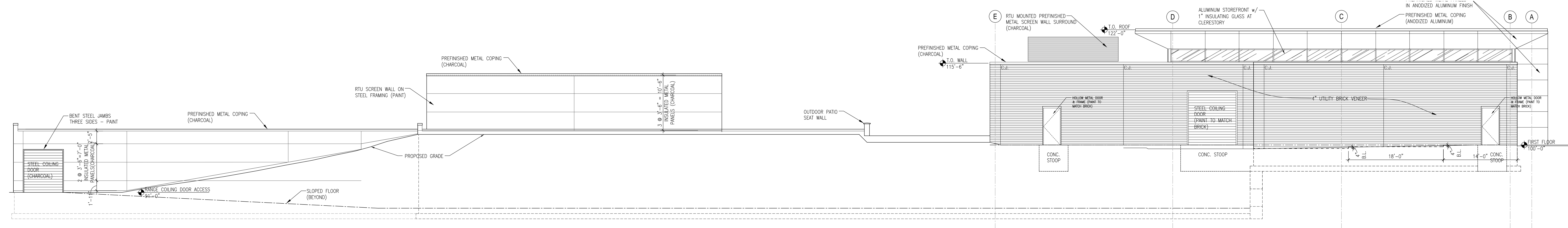
2 South Elevation
1/4" = 1'-0"



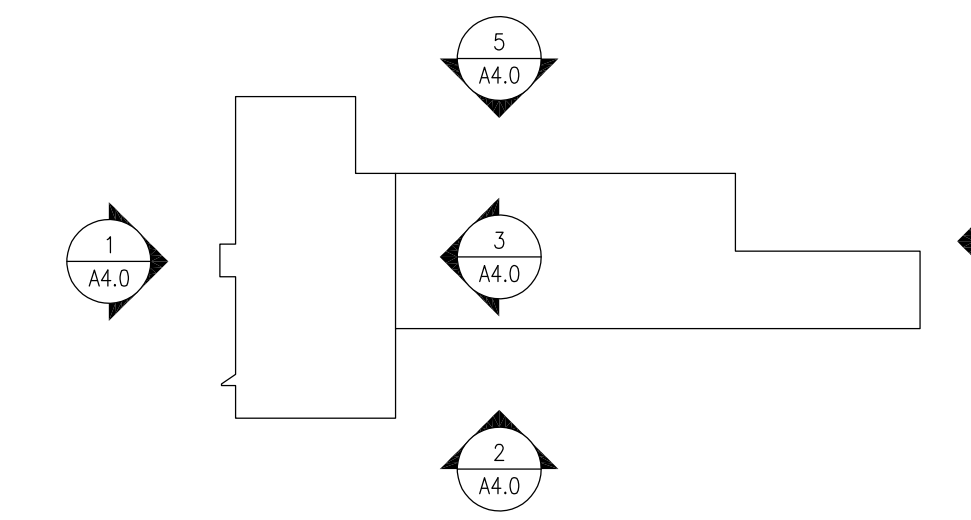
4 Range East Elevation
1/4" = 1'-0"

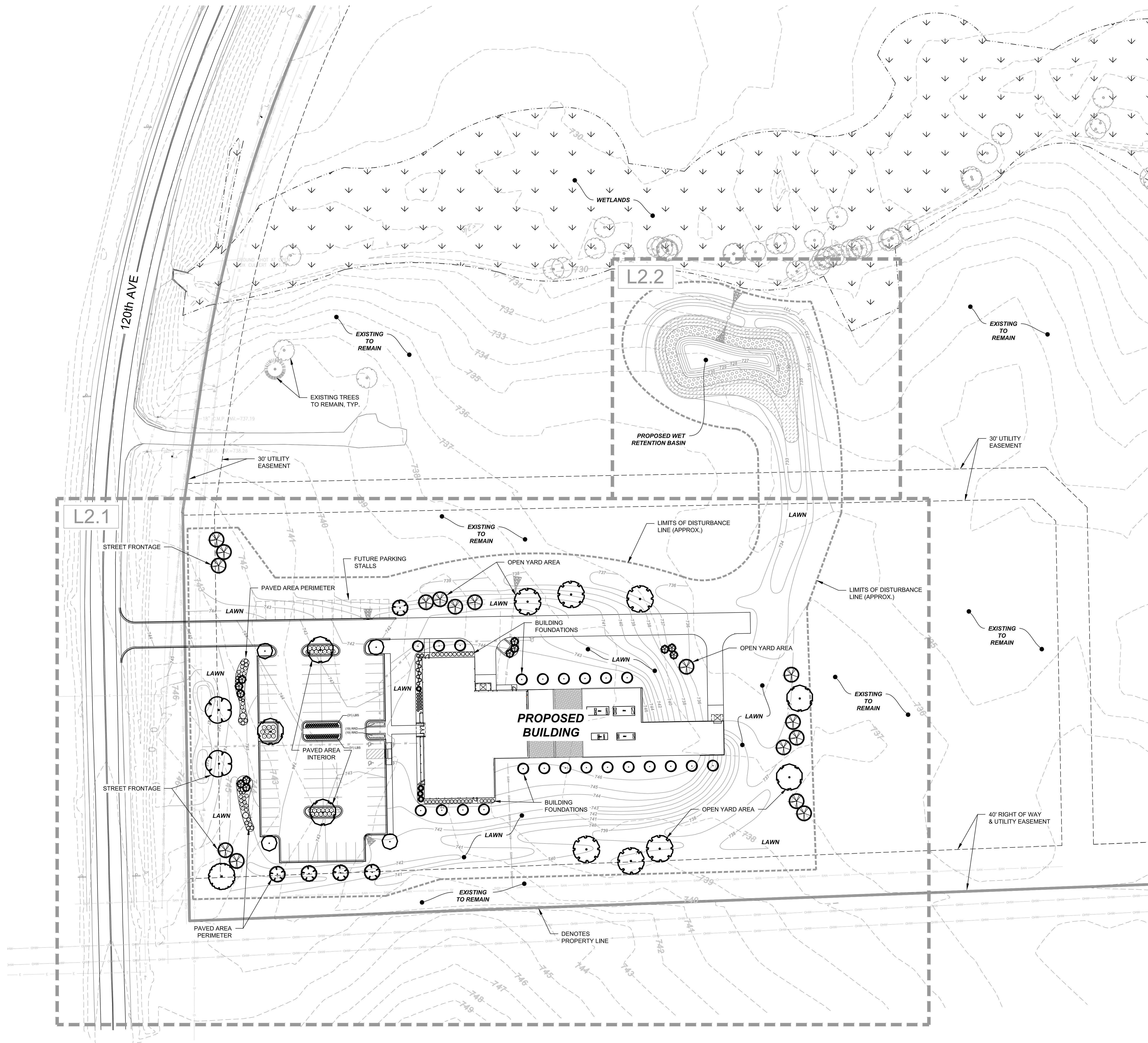


3 East Elevation
1/4" = 1'-0"



5 North Elevation
1/4" = 1'-0"





LA SHEET INDEX

- L1.1 LANDSCAPE PLAN - OVERALL
- L2.1 LANDSCAPE PLAN - SOUTH
- L2.2 LANDSCAPE PLAN - NORTH
- LANDSCAPE DETAILS & NOTES

GENERAL NOTES

Lawn areas to be seeded with premium commercial grade bluegrass seed mix, see specifications.

Plant beds and parking lot islands to receive a 2-3" deep layer of decorative stone mulch.

All plantings shall comply with standards as described in the American Standard of Nursery Stock - ANSI Z60.1 (Latest Version)

LANDSCAPE REQUIREMENTS

Site Summary			
Open Yard Area (Project Limits)	204,083 SF		
Building Foundations	832 LF		
Street Frontage	389 LF		
Parking Area Perimeter	654 LF		
Parking Area Interiors (Landscape Islands)	7 QTY		

Code Category	Ratio	Requirement	Provided
Open Yard Area	1 Tree / 1,000 SF	20.48 Trees	25 Trees
<i>*Two ornamental trees or two shrubs shall equal one evergreen or deciduous tree.</i>			
Building Foundations	1 Ornamental Tree / 20 LF	41.6 Orn. Trees	45 Trees (27 orn. trees + 37 shrubs)
<i>*Two shrubs shall equal one ornamental tree.</i>			
Street Frontage	1 Tree / 50 LF	7.78 Trees	8 Trees
<i>*Two ornamental trees or two shrubs shall equal one evergreen or deciduous tree.</i>			
Paved Area Perimeter	1 Tree / 25 LF	26.16 Trees	27 Trees (11 trees + 64 shrubs)
<i>*Two ornamental trees or four shrubs shall equal one evergreen or deciduous tree.</i>			
Paved Area Interior (Landscape Islands)	1 Tree / Island	7 Trees	7 Trees

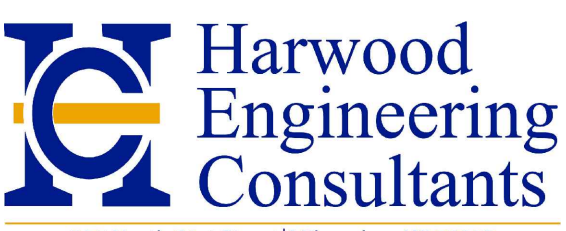
LANDSCAPE KEY

LAWN 	DECIDUOUS TREES 	ORNAMENTAL TREES
WETLAND MEADOW 	EVERGREEN TREES 	EVERGREEN SHRUBS
EMERGENT ZONE 	DECIDUOUS SHRUBS 	ORNAMENTAL GRASSES
	PERENNIALS 	

No.	Date	Description
1	11/1/22	ISSUES PLAN COMMISSION SUBMITTAL

IN ACCORDANCE WITH WISCONSIN STATUTE 182.0175, DAMAGE TO TRANSMISSION FACILITIES, EXCAVATOR SHALL BE SOLELY RESPONSIBLE TO PROVIDE ADVANCE NOTICE TO THE DESIGNATED "ONE CALL SYSTEM" NOT LESS THAN THREE WORKING DAYS PRIOR TO COMMENCEMENT OF ANY EXCAVATION REQUIRED TO PERFORM WORK CONTAINED ON THESE DRAWINGS, AND FURTHER, EXCAVATOR SHALL COMPLY WITH ALL OTHER REQUIREMENTS OF THIS STATUTE RELATIVE TO EXCAVATOR'S WORK.

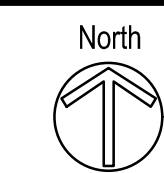
Consultant:



Project:
MISSION94 FIREARMS EDUCATION CENTER

Location:
 120th Ave.
 Somers, WI 53171

Key Plan:



Sheet:

LANDSCAPE PLAN SOUTH

Scale: SCALE: 1" = 20'

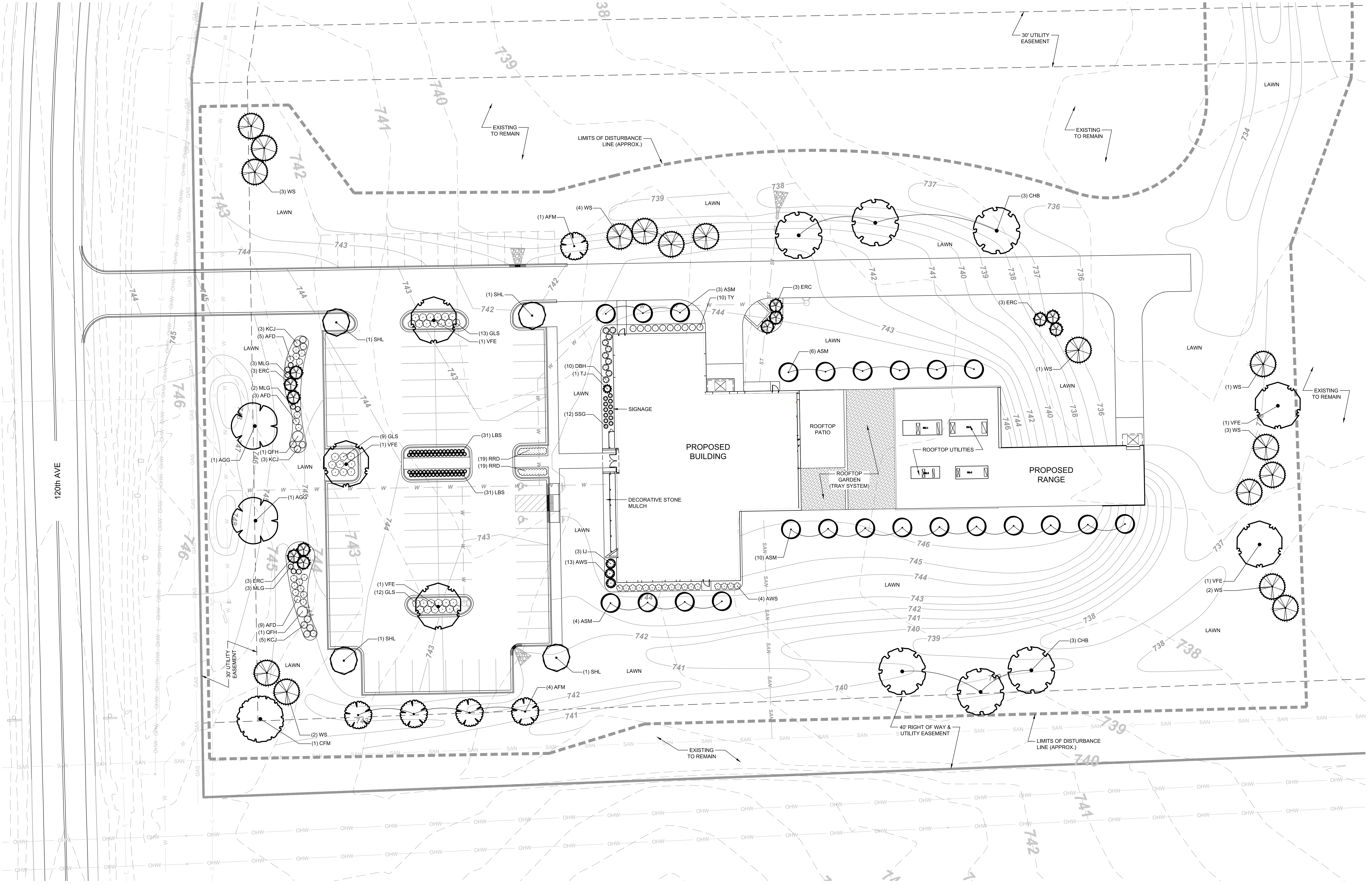
No.	Date	Description
11/1/22		ISSUES PLAN COMMISSION SUBMITAL

Date:
 November 1, 2022

Project No.:
 210048.00

Sheet No.:

L2.1



PLANT SCHEDULE OPEN YARD AREA

EVERGREEN TREES	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT
ERC	6	Eastern Red Cedar	Juniperus virginiana	7' HL	B&B
WS	11	White Spruce	Picea glauca	7' HL	B&B
DECIDUOUS TREES	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT
CHB	6	Common Hackberry	Celtis occidentalis	2" Cal.	B&B
VFE	2	Valley Forge American Elm	Ulmus americana 'Valley Forge'	2" Cal.	B&B

PLANT SCHEDULE BUILDING FOUNDATIONS

EVERGREEN TREES	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT
IJ	3	Iowa Juniper	Juniperus chinensis 'Iowa'	5' HL	B&B
TJ	1	Trautman Juniper	Juniperus chinensis 'Trautman'	5' HL	B&B
DECIDUOUS TREES	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT
ASM	23	Apollo Sugar Maple	Acer saccharum 'Barrett Cole' TM	2" Cal.	B&B
DECIDUOUS SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT
DBH	10	Dwarf Bush Honeysuckle	Diervilla lonicera	18" HL	Cont.
AWS	17	Anthony Waterer Spiraea	Spiraea x bumalda 'Anthony Waterer'	18" HL	Cont.
EVERGREEN SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT
TY	10	Taunton's Japanese Yew	Taxus x media 'Tauntonii'	24" Sprd.	Cont.
ORNAMENTAL GRASSES	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT
SSG	12	Shenandoah Switch Grass	Panicum virgatum 'Shenandoah'	1 Gal.	Pot

PLANT SCHEDULE STREET FRONTAGE

EVERGREEN TREES	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT
WS	5	White Spruce	Picea glauca	7' HL	B&B
DECIDUOUS TREES	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT
CFM	1	Celebration® Freeman Maple	Acer x freemanii 'Celebration'	2" Cal.	B&B
GBAG	2	Autumn Gold Maidenhair Tree	Ginkgo biloba 'Autumn Gold' TM	2" Cal.	B&B

PLANT SCHEDULE PARKING AREA INTERIOR

DECIDUOUS TREES	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT
SKHL	4	Street Keeper Honey Locust	Gleditsia triacanthos inermis 'Draves' TM	2" Cal.	B&B
VFE	3	Valley Forge American Elm	Ulmus americana 'Valley Forge'	2" Cal.	B&B
ORNAMENTAL GRASSES	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT
LBS	62	Little Bluestem	Schizachyrium scoparium	1 Gal.	Pot
PERENNIALS	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT
RRD	38	Rosy Returns Daylily	Hemerocallis x 'Rosy Returns'	4.5"	Pot

PLANT SCHEDULE PAVED AREA PERIMETER

EVERGREEN TREES	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT
ERC	6	Eastern Red Cedar	Juniperus virginiana	7' HL	B&B
DECIDUOUS TREES	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT
AFM	5	Armstrong Freeman Maple	Acer x freemanii 'Armstrong'	2" Cal.	B&B
DECIDUOUS SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT
AFD	17	Arctic Fire Red Twig Dogwood	Cornus stolonifera 'Farrow' TM	24" HL	Cont.
QFH	2	Quick Fire Hydrangea	Hydrangea paniculata 'Quick Fire'	38" HL	Cont.
GLS	34	Gro-Low Fragrant Sumac	Rhus aromatica 'Gro-Low'	18" HL	Cont.
EVERGREEN SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT
KCJ	11	Kalley's Compact Pfitzer Juniper	Juniperus x pfitzeriana 'Kalley's Compact'	24" Sprd.	Cont.
ORNAMENTAL GRASSES	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT
MLG	8	Morning Light Grass	Miscanthus sinensis 'Morning Light'	1 Gal.	Pot



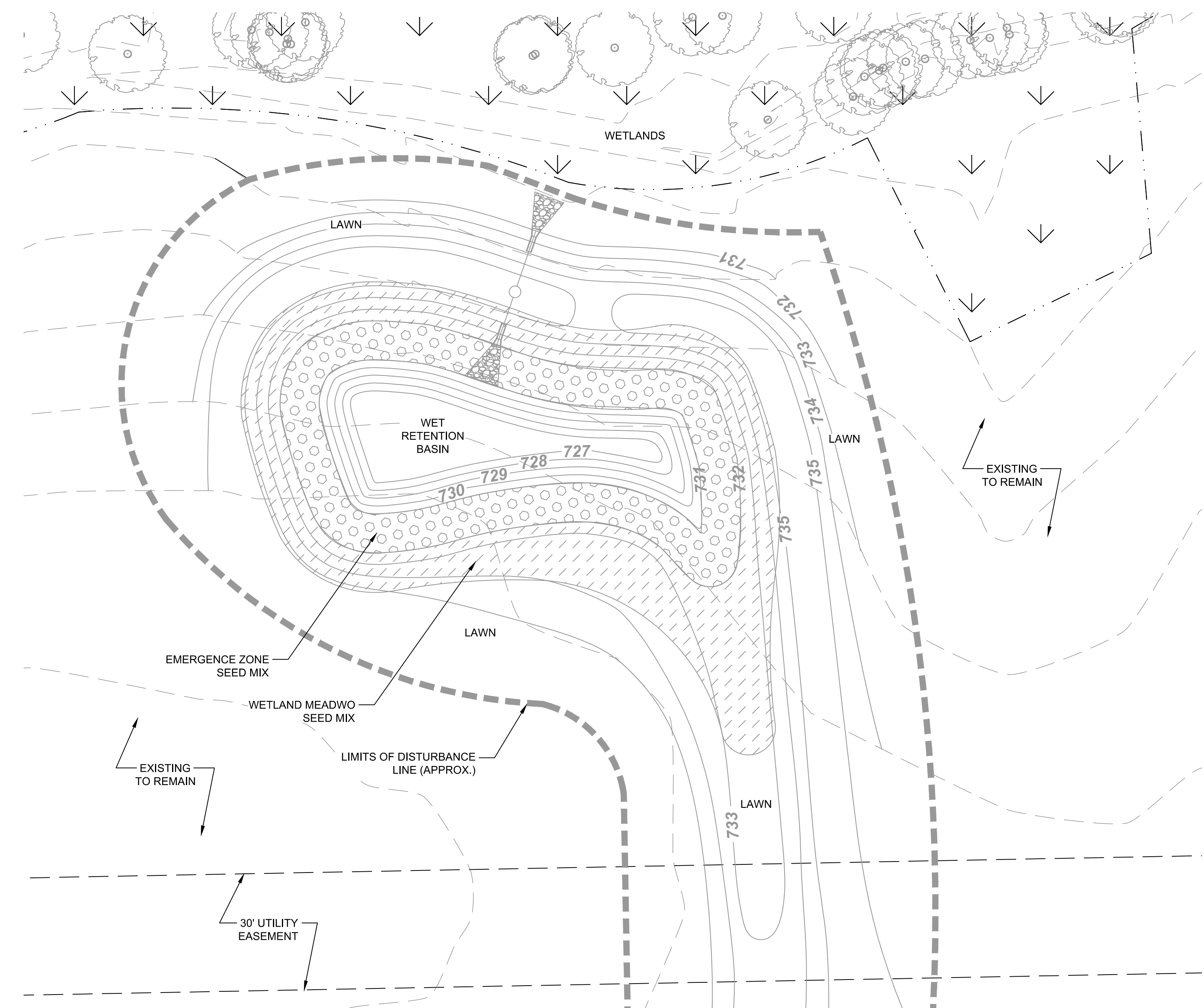
IN ACCORDANCE WITH WISCONSIN STATUTE 182.0175, DAMAGE TO TRANSMISSION FACILITIES, EXCAVATOR SHALL BE SOLELY RESPONSIBLE TO PROVIDE ADVANCE NOTICE TO THE DESIGNATED "ONE CALL SYSTEM" NOT LESS THAN THREE WORKING DAYS PRIOR TO COMMENCEMENT OF ANY EXCAVATION REQUIRED TO PERFORM WORK CONTAINED ON THESE DRAWINGS, AND FURTHER, EXCAVATOR SHALL COMPLY WITH ALL OTHER REQUIREMENTS OF THIS STATUTE RELATIVE TO EXCAVATOR'S WORK.

General Notes

- 1.01 All landscape installation & maintenance to conform with all applicable local codes & ordinances.
- 1.02 See Site dwgs. for work limits, scope of construction, hardscape, dimensions &/or construction notes. See Civil dwgs. for all hardscape, grading, stormwater management, site utilities & erosion control. See Landscape dwgs. for landscape plans, site amenities, details, schedules, notes. See Architectural dwgs. for all construction. See Electrical drawings for all power, circuiting, lighting & security. See Mechanical drawings for other site equipment.
- 1.03 Contractor shall provide shop drawings and material submittals of all hardscape & landscape construction elements shown in plan set for Landscape Architect review prior to construction.
- 1.04 Contractor to provide samples for Landscape Architect's approval on all colors, finishes & materials prior to construction, including (but not limited to) topsoil, gravels, mulches, seed mixes et al.
- 1.05 Caution: underground utilities are present on site. The Contractor shall verify location of all above- and below-grade utilities, both public & private, prior to commencement of site construction. If unanticipated above- or below-grade conditions are encountered, notify Client & Landscape Architect prior to proceeding. Coordinate with local public utility locating entity as needed.
- 1.06 Contractor to verify hardscape layout prior to construction. Contact Landscape Architect if discrepancies are found.
- 1.07 Contractor to limit construction traffic to within work limit lines. All adjacent damage shall be the responsibility of the contractor to restore. See Civil drawings for limits of disturbance.
- 1.08 All written dimensions supersede scaled dimensions. All dimensions are taken from face of curb, wall or existing building foundations.

Landscape Notes

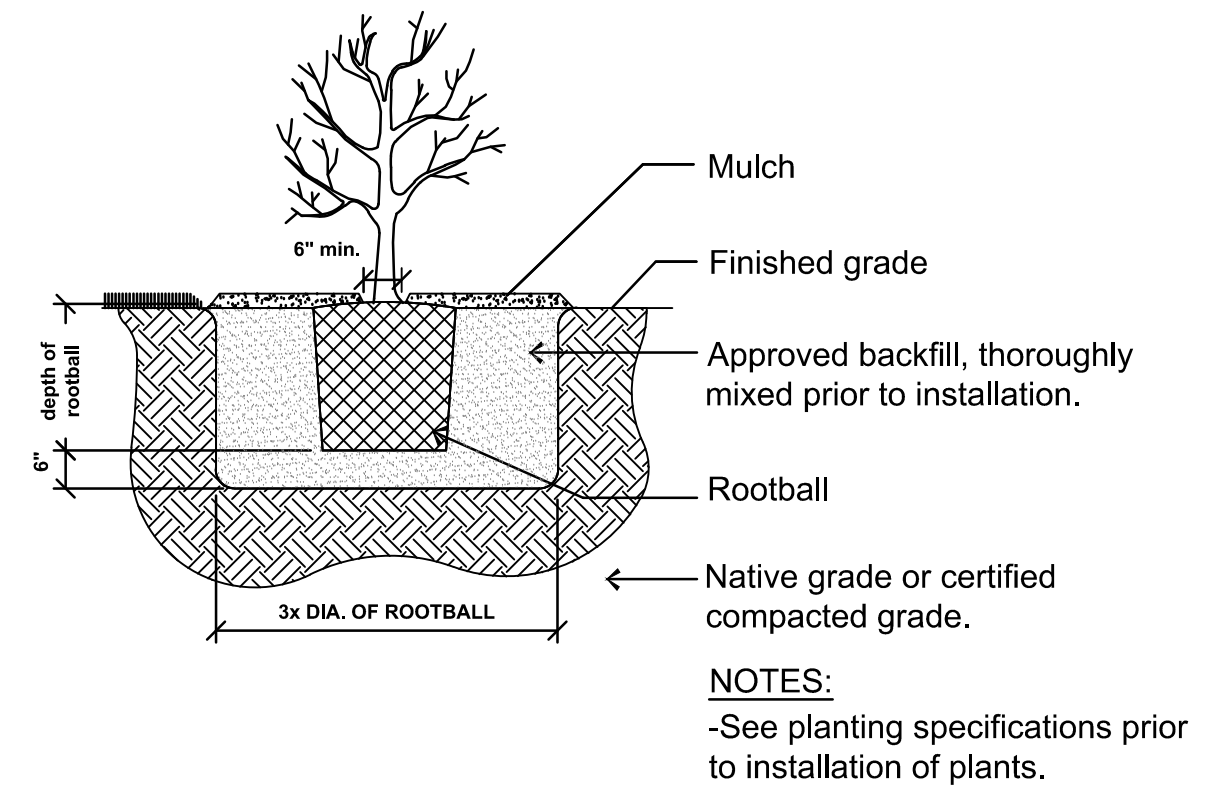
- 2.01 Rough grading & topsoil import/spreading are to be completed by others. Finish grading, seed area and planting bed preparation shall be the landscape contractor's responsibility. Verify all existing site and grading conditions prior to construction.
- 2.02 All areas disturbed by site construction shall be fine graded and restored with vegetative cover as shown. See plans for cover types & locations, see specifications for materials & installation.
- 2.03 Contractor shall verify plant quantities shown on plan. Symbol quantities take precedence over plant keys, except as noted in the plant schedule. Contractor shall forward a material list to the Landscape Architect prior to construction identifying species, sizes & plant sources to be used on the project.
- 2.04 All plant materials shall conform to the schedule and shall meet quality requirements outlined in the ANLA "American Standard for Nursery Stock", ANSI Z60.1-2004. The Landscape Architect reserves the right to reject any substandard planting material. Such rejected material shall be removed from the project site immediately.
- 2.05 An Owner's representative shall be allowed to inspect and approve trees at the nursery prior to delivery to the site.
- 2.06 All nursery tags/labels shall be left on plant materials until the project punch-list inspection is completed by the Landscape Architect. Untagged materials will be assumed to be deficient.
- 2.07 Topsoil requirements:
 - All planting beds shall contain screened blended topsoil mix to a min. depth of 18". All raised planters shall have a min. depth of 14". All turf areas shall have a min. depth of 6".
 - Existing topsoil meeting project specifications may be stripped, stored & re-used if previously approved. Contractor shall remove all excessive clay, gravel & stones detrimental to healthy plant growth. Contractor shall remove all debris greater than 1" diameter.
 - Contaminated soil shall be removed from the project site if discovered.
 - Subgrade shall be tilled and/or scarified prior to placement of topsoil.
 - Contractor shall be responsible for obtaining soil tests for existing or imported topsoil. Soil testing results shall include (but are not limited to) soil pH, % organic matter, % nitrogen / phosphorus / potassium, % calcium, and soil texture (percentages of sand, silt and/or clay.) Soil testing shall include recommendations for soil amendments if required to support growth of standard ornamental landscape materials.
- 2.08 Contractor is responsible for ensuring that all tree pits & planting areas drain properly. Notify Landscape Architect if drainage or moisture problems are encountered while planting.
- 2.09 Contractor shall backfill all trees, shrubs & evergreens with a mix of 1/3 plant starter mix & 2/3 remaining soil. Plant Starter Mix shall be 40% organic black topsoil, 30% sphagnum moss, 20% composted manure & 10% coarse sand by volume. Submit material information for review.
- 2.10 All perennial and groundcover areas shall receive a 3" layer of plant starter mix and perennial starter fertilizer, rototilled into the top 6" of blended topsoil in beds.
- 2.11 Unless otherwise shown, all perennials & shrubs to be planted in triangular arrangements. For plants not shown individually, refer to the spacing shown in the plant schedule.
- 2.12 Mulch: All tree circles and plant beds shall contain 2-3" of Mississippi washed @ min. 1" dia installed over non-woven geotextile fabric over compacted subgrade. Edge with metal edging.
- 2.13 Decorative stone maintenance strips shall contain 2-3" of Mississippi washed @ min. 1" dia installed over non-woven geotextile fabric over compacted subgrade. Edge with steel edging.
- 2.14 Bed edging: Shall be 5" ht., 12-gauge steel, galvanized / powdercoated finish, color TBD from standard range. Colmet 'Commercial-Grade Steel Edging' available from Colmet, Garland TX, 800-829-8225. Or approved equal. Install per mfr's requirements.
- 2.15 Contractor shall provide positive drainage away from all structures for a minimum of 10'.
- 2.16 Contractor shall be responsible for providing base bid comprehensive landscape establishment, maintenance and warranty care for one year after installation. Work shall include all watering (as needed for establishment), weeding (once monthly), pruning (twice per season), fertilizing (twice per season), pest management (as needed, min 3 visits per season) and spring / fall clean-ups. Prior to beginning installation, the contractor shall submit a 12-mo. calendar for review/approval including all anticipated maintenance activities & dates.



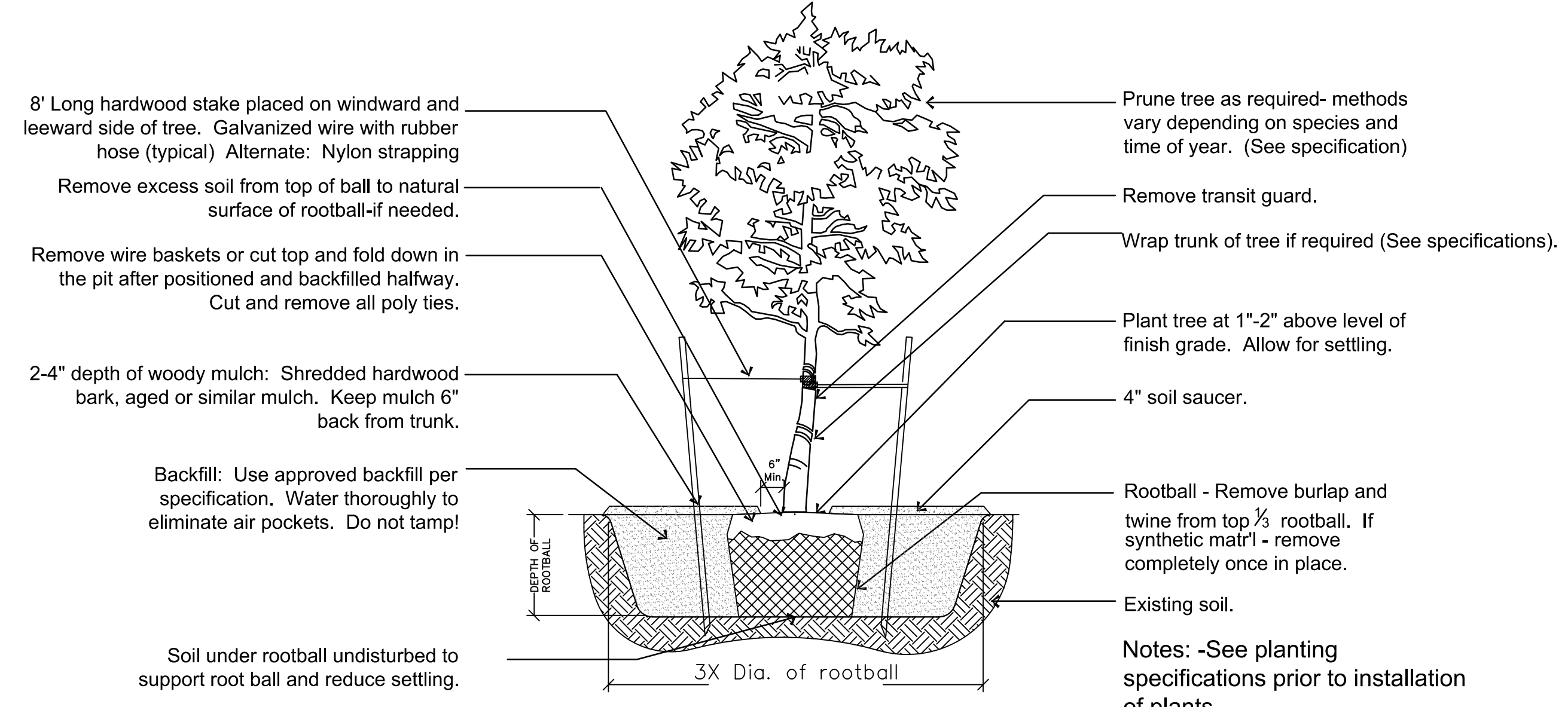
Landscape Plan - North
1" = 20'

Seeding Notes & Mixes

- 3.01 This work shall consist of preparing the seed beds and furnishing, sowing and mulching the required seed on the various seeded areas, as outlined in the site plans and specifications. All turf restoration shall be seeded turf unless otherwise noted.
- 3.02 Rough grading, drainage work, topsoiling and fine grading shall be completed before sowing the seed mixes. The areas to be seeded shall be worked with plow chisels, discs & harrows, soil finishers and/or other appropriate equipment until a reasonably even and loose seedbed is obtained. Seed beds shall be prepared immediately in advance of the seeding. If proposed seed areas are weedy, contractor to apply herbicide or other weed control measures to eliminate weeds. Conform with seed supplier's specifications if required.
- 3.03 Confirm that anticipated project schedule date(s) fall within the respective seed supplier's approved calendar prior to installation. Installations completed outside of acceptable seeding dates shall be performed at the sole responsibility and expense of the contractor. For dormant seeding, a min. of one over-seed application in the following season will be required.
- 3.04 Seeds shall be PLS and will be mixed in accordance w/ mfr's specifications. Provide invoices, bag-tags or mix analysis results for approval prior to installation.
- 3.05 The seed mixtures shall be sown by means of equipment adapted to the purpose. Mechanical distribution of seed (i.e. Truax seed drill, Brillion seeder, cultipacker, slit-seeder, drop spreader or broadcast spreader) are the only accepted methods. No hand-broadcasting of seed.
- 3.06 No seeding shall occur if the wind exceeds 12 MPH.
- 3.07 Coordinate erosion control and/or mulching with Civil dwgs:
 - In sloped areas steeper than 4:1, erosion matting shall be installed by others. Landscape installation shall be coordinated with the erosion control contractor.
 - In areas with slopes between 4:1 and 8:1, landscape contractor shall apply clean hay or straw mulch, free of debris and seeds, on all newly seeded areas. Mulch shall be uniformly spread over the designated area at a rate of 55 bales per acre or as indicated in the respective seed supplier's specifications. Mulch material shall be chopped and blown into the seeded area.
 - Lightweight E.C. matting and/or hydromulch will be accepted as a no-cost alternate if approved by Landscape Architect prior to application.
- 3.08 See Civil dwgs for erosion control devices. Coordinate with erosion control contractor where required to ensure that topsoil, seeding and/or mat installations are properly coordinated.
- 3.09 Seed mix substitutions will be considered only if submitted for approval 10 days before the close of bidding. All mixes shall be installed & maintained per supplier's specifications.
 - BLUEGRASS MIX: "Deluxe 50 Mix" shall be supplied by Reinders, Madison WI, 608-244-0200. Apply @ 6 lbs per 1000 GSF.
 - WETLAND SEED MIX: "Moist Meadow - Rain Garden Mix" shall be supplied by Prairie Nursery, Westfield WI, 800-476-9453. Install & maintain per supplier's specifications. Apply @ 10 lbs per AC, (5 lbs per AC if spring seed, 15 lbs per AC if fall seed.)
 - EMERGENT ZONE MIX: "Emergent Zone Mix" shall be supplied by Cardno Native Plant Nursery, Walkerton IN, 574-566-2412. Apply @ 35 lbs per AC, plus cover crop.
- 3.10 Contractor shall be responsible for providing base bid comprehensive seed area establishment, maintenance and warranty care for all seeded areas:
 - Bluegrass areas shall be for 60 days after installation. Work shall include all watering (min. 1" per week, or as needed), weeding & mowing. Assume 2 mowings prior to Owner hand-off.
 - All other seed areas (wet-tolerant) shall be for three years after installation. Work shall include all watering (as needed for establishment), weeding (both spot herbicide and/or hand-pulling, depending on necessity, once per month), spring / fall clean-up & mowing. Expect 4-5 mowings in the first year, 3-4 mowings in the second year and 2-3 mowings in the third year. All mowings shall be timed to cut germinating weeds but not desirable forbs / grasses. Overseed each spring any bare areas larger than 1 sq. ft.
 - Prior to beginning installation, the contractor shall submit a 36-month calendar for review/approval including all anticipated maintenance activities.



Shrub Planting Detail
Not To Scale



Tree Planting Detail
Not To Scale

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Consultant:

255 North 21st Street | Milwaukee, WI 53233
P: 414.331.1000 | www.harwood.com

Project:
MISSION94 FIREARMS EDUCATION CENTER

Location:
120th Ave.
Somers, WI 53171

Key Plan:

Sheet:
LANDSCAPE PLAN NORTH

LANDSCAPE DETAILS & NOTES

Scale: SCALE: 1" = 20'

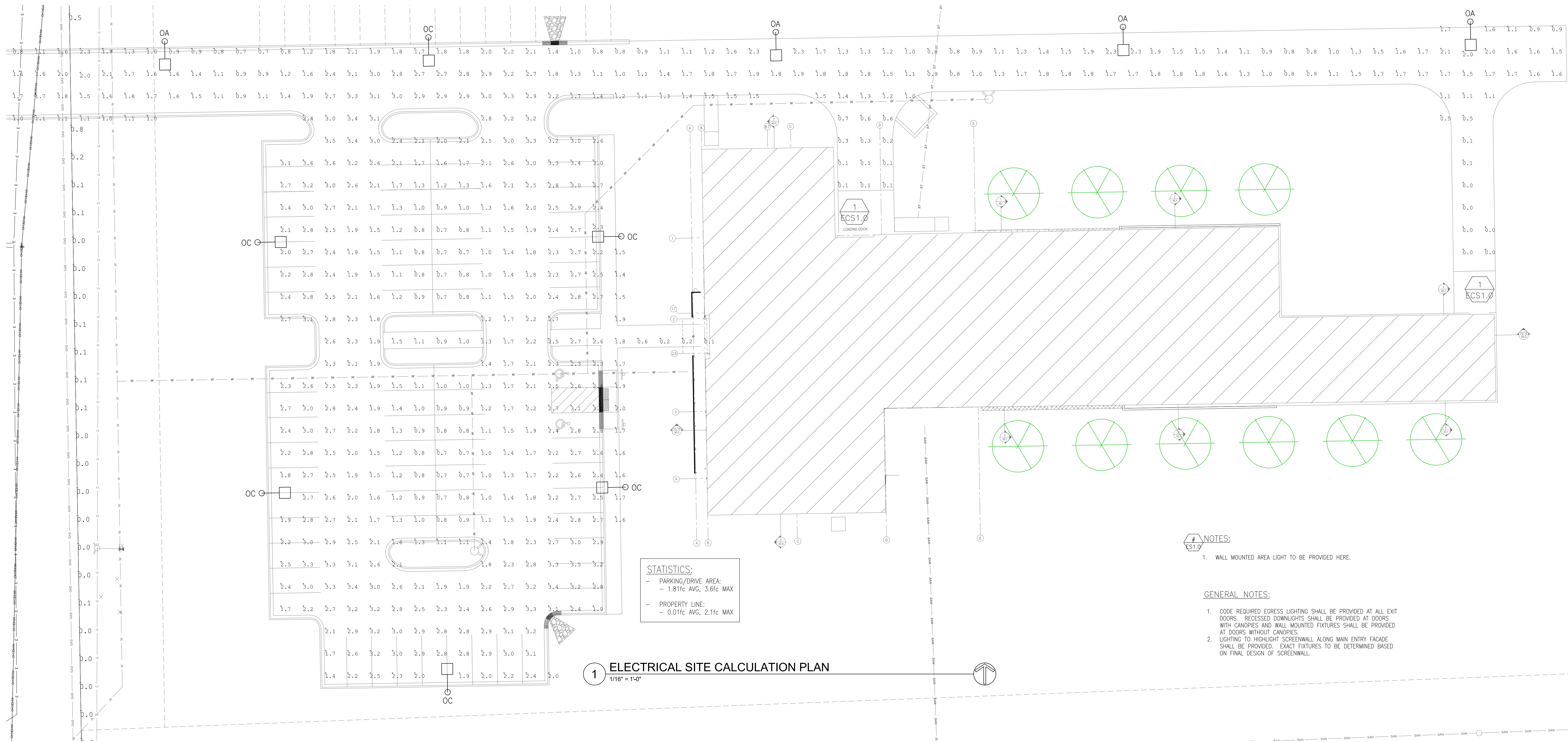
No.	Date	Description
1	11/1/22	DWGS PLAN COMMISSION SUBMITTAL

Date:
November 1, 2022

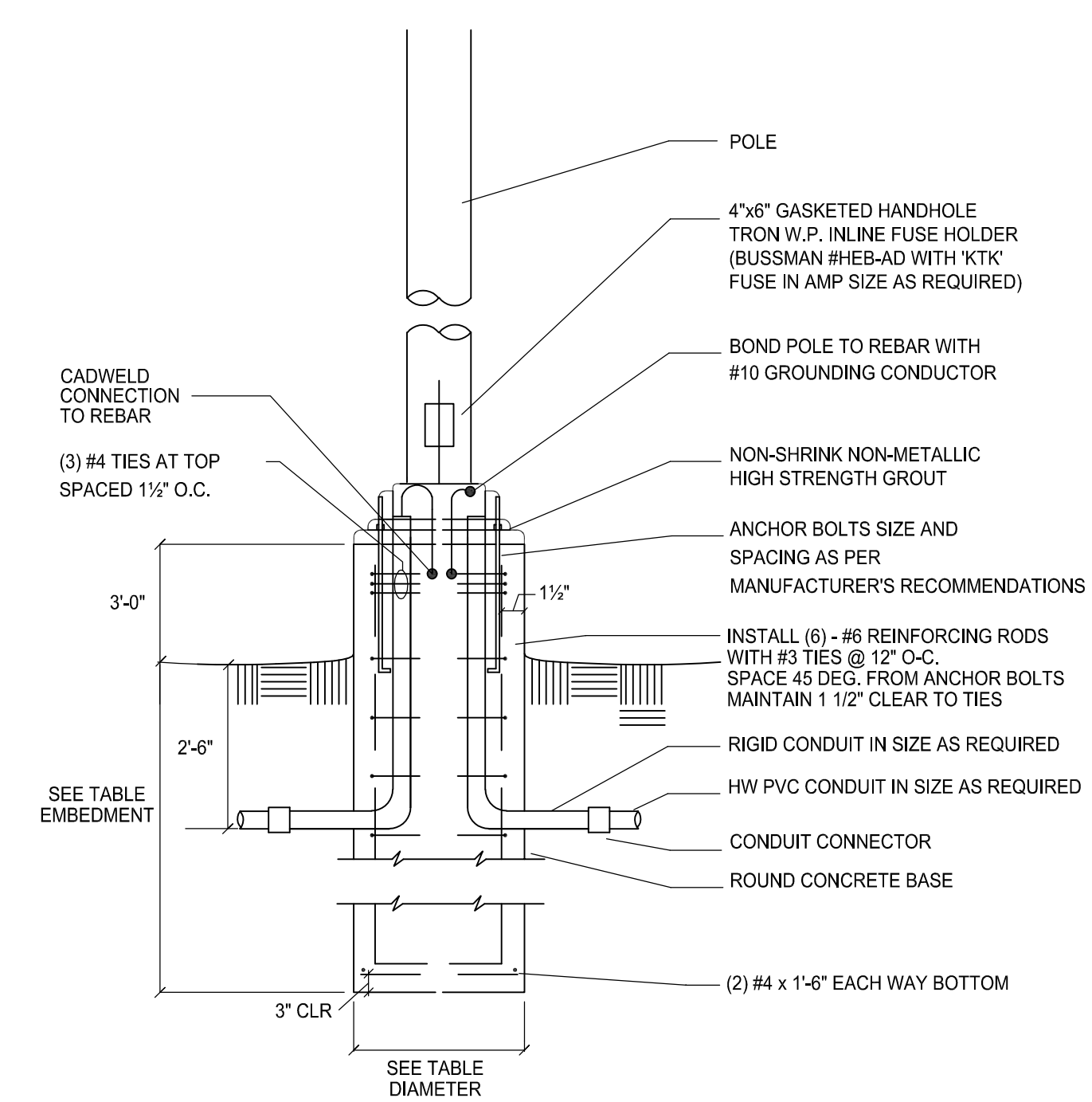
Project No.:
210048.00

Sheet No.:

L2.2



1 ELECTRICAL SITE CALCULATION PLAN
 1/16" = 1'-0"



3 TYPE OA / OC POLE BASE DETAIL
 ECS1.0 NTS

- NOTES:**
1. DIMENSIONS GIVEN ARE MINIMUM. PROVIDE POLE BASE DIAMETER AND DEPTH AS REQUIRED IN ACCORDANCE WITH LOCAL SOIL AND WIND VELOCITY CONDITIONS.
 2. ALL LIGHTING POLE CONCRETE BASES SHALL BE LOCATED A MINIMUM OF 12 INCHES OFF THE FACE OF THE CURBING EDGE OF SIDEWALK OR CENTERED WITHIN AN ISLAND. IN ALL CASES, HOWEVER, FINAL LOCATIONS OF LIGHTING POLES MUST BE VERIFIED WITH THE ARCHITECT/ENGINEER PRIOR TO INSTALLATION.
 3. ALL DIMENSIONS POLE BASE ARE FOR BIDDING ONLY. POLE BASE SHALL MATCH THOSE AT EXISTING POLES, IF APPLICABLE.

POLE HEIGHT	BASE EMBEDMENT/DIAMETER			
	1 HEAD	2 HEAD	3 HEAD	4 HEAD
15'-0"	6'-5 1/2"-0"	6'-5 1/2"-0"	6'-5 1/2"-0"	6'-5 1/2"-0"
20'-0"	6'-5 1/2"-0"	6'-5 1/2"-0"	8'-0 1/2"-0"	8'-0 1/2"-0"
25'-0"	6'-5 1/2"-0"	8'-0 1/2"-0"	9'-0 1/2"-0"	10'-0 1/2"-0"
30'-0"	8'-0 1/2"-6"	9'-0 1/2"-6"	10'-0 1/2"-6"	10'-0 1/2"-6"

NOTES:
 1. TABLE IS BASED ON SOIL BEARING PRESSURE OF 3000 PSF. AND A LATERAL BEARING PRESSURE OF 200 PSF/FT.



2 TYPES OA / OC
 ECS1.0 NTS

- NOTES:**
1. BEACON LIGHTING VP1 SERIES.
 2. TYPE OA: 16.75" x 14.375" LUMINAIRE ON 20'H POLE/3'H AFG CONCRETE BASE, TYPE II DISTRIBUTION, 7500 LUMENS @ 51 WATTS, 4000 KELVIN, 70 CRI.
 3. TYPE OC: 16.75" x 14.375" LUMINAIRE ON 20'H POLE/3'H AFG CONCRETE BASE, TYPE IV DISTRIBUTION, 12,500 LUMENS @ 98 WATTS, 4000 KELVIN, 70 CRI.

No.	Date	Description
1	11/1/22	SOMERS PLAN COMMISSION SUBMITAL

**DEVELOPMENT AGREEMENT BETWEEN THE
VILLAGE OF SOMERS AND ARCHIVES AND
ARMORY PMML WISCONSIN LLC FOR “FIREARMS
EDUCATION CENTER” A PROPOSED DEVELOPMENT BEING
A PART OF SECTION 18, TOWN 2 NORTH, RANGE 22 EAST**

WITNESS THIS AGREEMENT made and entered into on this ____ day of _____, 2023, 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 Archives and Armory PMML Wisconsin LLC, a Wisconsin limited liability company organized and existing under the laws of the State of Wisconsin (referred to as “Developer”).

WHEREAS, on the 12th day of February, 2020, the Village and the Developer entered into a Development Agreement for the development of “Pritzker Military Museum & Library Archival Center”, which Agreement was recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, on February 14, 2020, as Document No. 1861123 and which is referred to herein as the “Development Agreement”; and

WHEREAS, on the 9th day of April, 2022, the Village and the Developer entered into a First Amendment to Development Agreement (“First Amendment”) between the Village and the Developer which First Amendment was recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, on the 30th day of July, 2021, as Document No. 1906207; and

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

WHEREAS, the Development Agreement, First Amendment and Second Amendment, taken collectively (hereinafter the “Master Development Agreement”), require that separate Developer Agreements must be executed for separate phases of development on the Property, which separate Development Agreements shall be subordinate to and supplement the Master Development Agreement; and

WHEREAS, the Developer has proposed and the Village wishes to approve a second phase of development of the Property, as is described herein.

NOW, THEREFORE, based upon the mutual promises contained herein, the parties agree as follows:

I. INFRASTRUCTURE IMPROVEMENTS

A. SANITARY SEWER - ONSITE - DEVELOPER CONSTRUCTED.

1. 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 "E", in accordance with Chapters 13 and 18 of the Village Ordinances, as required for connection of the Development to the public offsite sanitary sewer collection system of the Village of Somers Utility District, all of which plans have been submitted for review and must be approved by the Village, the Kenosha Water Utility 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 onsite sanitary sewer approvals. The Village agrees to complete its review and approval of such plans and specifications within thirty (30) days after submittal by the Developer.

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

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

4. Village shall allow Developer to locate sanitary sewer lines to serve the Development located in the Development as generally depicted on the attached Exhibit "E" or other locations agreed to by the Developer and the Village.

5. 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.

6. Any inspection, engineering, legal and/or administrative expenses actually and reasonably incurred by the Village in connection with the private and public onsite sanitary sewer improvements constructed by Developer will be paid or reimbursed by Developer.

B. ONSITE WATER DISTRIBUTION IMPROVEMENTS–DEVELOPER CONSTRUCTED.

1. The Developer shall be responsible to design, construct and pay the full cost of onsite private water distribution system as shown on Exhibit "D", as required for connection of the Development to the offsite water distribution system of the Somers Water Utility.

2. The Developer shall be responsible for complete preparation of plans and specifications, permitting and construction of onsite water mains and laterals to serve each building 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, the Developer shall construct the water main improvements and laterals. Village shall cooperate with Developer in obtaining all necessary permits required for such onsite water distribution system. The Village agrees to complete its review and approval of such plans and specifications within thirty (30) days after submittal by the Developer.

3. Any inspection, engineering, legal and/or administrative expenses actually and reasonably incurred by the Village in connection with the onsite water distribution system constructed by Developer will be paid or reimbursed by Developer.

4. The Developer shall provide all construction staking and the Village shall make appropriate inspections of all onsite water distribution improvements. The Developer shall prepare all record drawings and system map updates for the mains and GPS Survey of constructed facilities, suitable for submittal to Kenosha County at Developer's cost.

5. Upon completion of onsite water distribution improvements, the Village shall allow Developer to connect to the public 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 or its successors or assigns.

C. PRIVATE INTERNAL ROADWAYS AND STORM SEWERS.

1. Required Improvements. The Developer shall be responsible to pay for and shall proceed with the preparation of complete plans and specifications for all private internal roads prepared by Developer's engineer, including road bed preparation and storm sewer construction which shall be as set forth in Exhibit "G" attached hereto and incorporated herein by reference. For purposes of this Section C, all references to road or roads shall include curbs and gutters, all in accordance with Exhibit "G" attached hereto. No construction of said roads shall be commenced until plans and specifications have been reviewed by the Village Consulting Engineer and approved by Village. All internal road improvements, once constructed, shall be privately owned by Developer. The Village shall allow such private roads or parking lots to be used after construction has been completed and Developer has certified to the Village that the private street is in compliance with the specifications provided herein. The entire cost for the construction of all private roads within the Development including fees for Village services, (inspection, engineering, legal, etc.) shall be paid by the Developer. The Developer's Engineer shall submit to the Village both paper and electronic copies of private street plans and specifications.

2. Long-Term Maintenance. Developer shall be responsible for the maintenance of all internal roadways within the Development including crack filling, pavement markings, filling of potholes and pavement replacement where necessary. An annual inspection shall be conducted by the Village to determine when such maintenance may be required.

D. EXTERNAL TRAFFIC IMPROVEMENTS.

1. General. Developer agrees to timely pay for or reimburse the Village for monies expended by the Village for expenses paid to the State of Wisconsin by Village for all the costs, fees and expenses of the design of the traffic improvements and for the construction of such improvements described on Exhibit "F". Developer shall be responsible for the improvements described on Exhibit "F" and required by the WDOT. Attached hereto is Exhibit "F" and incorporated herein by reference as the requirements set by the WDOT for the public, off-site road improvements, to be completed by the Developer at Developer's cost as part of its development of the Property.

2. Required Improvements. The Developer shall be responsible to pay for and shall proceed with the preparation of complete plans and specifications prepared by Developer's Engineer for road, roadbed preparation, and road right-of-way acquisition for the construction of public roadways with all streets constructed as depicted on Exhibit "F" attached hereto. For purposes of this Section E, all references to road or roads shall include concrete curbs and gutters in accordance with Exhibit "F". No construction of public roads shall be commenced until plans and specifications have been reviewed and approved by the WDOT and the Village Consulting Engineer. The public roads which are not owned by the WDOT 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 of such roads, (iv) receipt of lien waivers from all contractors, (v) acceptance by the Village and verification by Village Consulting Engineer of all of the above. Upon acceptance by Village, Village shall be responsible for the operation and maintenance of the public portion of the road not owned by the WDOT so constructed. The entire costs for the construction of said roads including fees for Village services (inspection, engineering, legal, etc.) shall be borne by the Developer. The Developer's Engineer shall submit to the Village both paper and electronic copies of all roadway plans and specifications.

E. GRADING, EROSION CONTROL AND SURFACE WATER DRAINAGE.

1. The Developer shall provide a complete design for grading, erosion control and surface stormwater drainage facilities 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. 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 Chapter 18 of the Code of Ordinances. Stormwater drainage shall be accomplished by the construction of a stormwater collection system in accordance with the subdivision stormwater plan, Exhibit "G" 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.

2. The Developer shall prepare 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. Upon completion of construction of the storm water detention facilities, the Developer's Engineer will certify that such construction is in conformance with the subdivision storm water plan, Exhibit "G" incorporated herein by reference. No occupancy permit shall be issued for any building until such time as a topographic survey of the phase of the development containing such building 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.

3. All underground storm and surface water conveyance systems and outlet structures for storm and surface water shall meet Village's and State's 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, which shall not be unreasonably withheld or delayed prior to construction. All stormwater facilities shall be retained by Developer and shall be maintained in accordance with the schedule described in the attached Exhibit "I", which is incorporated herein by reference. Developer shall be responsible for maintenance, replacement or repair of all storm and surface water conveyance systems and outlet structures lying within Property.

4. Developer shall enter into a maintenance agreement to provide for the maintenance of stormwater detention facilities for a period of sixty (60) years in accordance with Exhibit "I". 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 "I".
- (c) Identification of the Developer or property owner's association responsible for long-term maintenance of the stormwater management practices identified in the stormwater plan required hereunder.
- (d) Authorization for the Village to access the Property to conduct inspections of stormwater detention facilities as necessary to ascertain that the facilities are maintained and in accordance with the agreement.

- (e) Provisions that the Developer repair any maintenance problems which require correction, the specified corrective actions to be taken within thirty (30) days of written notice to Developer (or Developer's approved designee) of the problem (unless after written notice from Developer to Village seeking a longer period of time for compliance for good cause, approval of an extension is granted by Village, which approval will not be unreasonably withheld).
 - (f) Authorization for the Village at its discretion to perform the corrective actions if the Developer does not make the required action within the specified time period listed in subsection (e) above 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 the Property benefitted by such action by the Village pursuant to §66.0703, Wis. Stats.
5. The entire development shall be graded and restored to the proposed elevations shown on the approved grading plan.
6. 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.
7. The Developer's Engineer shall prepare plans and specifications for grading, erosion control and surface stormwater drainage which shall be approved by the Village Consulting Engineer. All appropriate inspections of the grading, erosion control and surface stormwater drainage improvements and construction staking shall be conducted by the Developer's Engineer.

II. ADDITIONAL REQUIRED DEVELOPER IMPROVEMENTS AND DESIGN STANDARDS FOR SAME

A. LANDSCAPING.

1. In conjunction with its application for Development approval, Developer has provided plans and specifications to the Village, for landscaping for all areas of the proposed development which are in accordance with the landscaping standards stated hereafter. The Village acknowledges that such plans are in compliance with this Section II.A. It is hereby acknowledged that Exhibits "H" satisfies the requirements set forth herein. Plans shall show plant lay-out, and shall specify a species and size. All landscaping shall be sprinkled from May 1 through September 30 of each year, except those areas designated and depicted on Exhibit "H" to be "non-sprinkled".
2. The total of the area surface of the Development which shall be devoted to green space shall be as is depicted on the exhibits attached hereto or referred to in other documents or incorporated herein by reference. For purposes of this Agreement, "green space" shall be defined

as areas which do not constitute impervious or otherwise improved surface areas. For purposes of calculating “green space” area for compliance with applicable Village imposed requirements, any offsite contiguous lands acquired by Developer either in fee simple or by permanent easement for the sole purpose of complying with stormwater drainage requirements stated herein shall be included in such calculation. The landscaping standards contained herein establish a point system to determine the appropriateness and effectiveness of plant installation. The system recognizes that the installation and maintenance of live plants is essential to creating a healthy, safe and aesthetically pleasing environment. The system places priority on the planting of deciduous shade trees which results in the highest level of environmental impact mitigation. As such all real property proposed for development shall be landscaped as follows:

- (a) Planting designs shall concentrate on shading building roofs, parking lots, pedestrian facilities and the adjoining public streets. Equally important are foundation and screening plantings intended to soften the transition from the ground plane to the vertical plane.
- (b) Landscaping shall be provided based on the following requirements or point schedules. Landscaping is defined as living plants normally cultivated or used on residential and business sites. These requirements supercede any other landscaping or screening requirements of the zoning ordinance. The requirements of each of the following categories are additive and must be satisfied independently except in the following circumstances: (1) on corner lots, one-half of the trees provided to meet the street frontage requirement may be credit toward satisfying the landscape point/tree requirements of the paved areas standard if said street frontage trees meet the location requirements of both the street frontage and paved areas sections; and (2) the landscape point totals associated with landscaping planted to meet the buffer yard requirements shall be credit toward the point totals required to meet any other landscape requirement provided the buffer yard plants meet the location requirements of both the buffer yard section and the section for which credit is requested.
 - (1) One (1) large deciduous tree shall be planted for each fifty (50') feet of property line along a public street right-of-way. Said trees shall be planted in the public terrace equidistant from the curb and the normal sidewalk line or on the private site and within ten (10') feet of the property line adjoining the public right-of-way. The preference for tree locations is on private property. The trees should be planted as near as possible at intervals of fifty (50') feet on center although the clustering of trees for valid design purposes may be allowed.
 - (2) One hundred fifty (150) points of landscaping shall be planted for each three thousand (3,000') square feet of paving. At least one-half of the landscape points required shall be satisfied by the planting of large deciduous trees. Paving is defined as all hard surfaced areas within the ground plane including but not limited to parking stalls, driveways, trash

enclosure pads, loading docks, sidewalks, plazas and patios. Plants required by this section shall be installed in landscape islands within or extending into the paved area or generally within fifteen (15') feet of the perimeter of the edges of the paved area. Parking lots containing more than seventy-five (75) stalls shall incorporate at least one-third (1/3) of the required landscaping within planting islands that are located within the interior of the parking lot. Such islands shall be a minimum of ten (10') feet wide back of curb to back of curb and three hundred sixty (360') square feet in area and shall contain at least one (1) large deciduous. Said islands should be evenly dispersed throughout the parking lot. Emphasis should be placed creating islands that function positively with respect to plant physiology, vehicle maneuvering and overall site maintenance. Linear islands located between rows of parking stalls are preferred rather than small islands located at the ends of parking rows.

- (3) Four hundred (400) points of landscaping for each one hundred (100') lineal feet of exterior building wall. Plants required by this section must generally be installed within twenty (20') feet of the building foundation. Large deciduous trees will not be used as foundation plantings.
- (4) There shall be provided and maintained a permanent twenty (20') foot wide buffer yard screening element along any perimeter boundary of the Development, all public right-of-ways, any boundary of a commercial, office or business zoned property and any residential zone district. Said buffer yard screening element is intended to visually screen the office or business use from the adjoining residential district. The buffer yard screen shall be located within twenty-five (25') feet of the common property line between the commercial, office or business use and residential property. A buffer yard screen shall consist of any combination of an earth berm, opaque fence constructed of materials compatible with the materials of buildings within the development and/or landscape plantings and shall be designed to provide a permanent all-season visual screen that will be a minimum of five (5') feet tall. If plantings are used, such elements must be a minimum of three (3') feet high and wide at the time of planting and of a species that will attain a height and width of at least five (5') feet within four (4) years following planting. When such buffer yard planting is located within the required building setback from a public street right-of-way the height of the plants within that setback area must be maintained at thirty (30') inches or less. The location of the buffer yard planting should be offset from the property line a distance equal to any utility easement of any nature that may be located along and encompassing said line.
- (5) Development sites shall satisfy the Street Frontage landscaping requirements and shall be graded to a mowable condition and seeded with

an acceptable lawn mix. Development sites are defined as any land area that is a separate site, lot, parcel or a vacant portion of a larger site that is included within a development but which is intended to be developed in the future for building, parking or other physical improvement purposes.

(c) Credit for landscaping will be granted based on the following schedule:

- (1) Large deciduous tree - one hundred fifty (150) points per tree
- (2) Small deciduous tree - sixty (60) points per tree
- (3) Evergreen or conifer tree - sixty (60) points per tree
- (4) Shrub - twenty (20) points per shrub
- (5) Annual/perennial bed - twenty (20) points per twenty (20') square feet of planted bed

(d) Landscaping elements are defined as follows:

- (1) A large deciduous tree is any deciduous tree that will attain a mature height exceeding twenty-five (25') feet, is classified as having a hardiness zone standard of 2 - 5 and is at least three (3") inches in diameter at the time of planting. Large deciduous trees planted within the public street right-of-way shall be a species normally classified as Street trees. Trees will be downsized appropriately when overhead utility lines exist within the terrace area.
- (2) A small deciduous tree is any deciduous tree that will attain a mature height less than twenty-five (25') feet, is classified as having a hardiness zone standard of 2 - 5 and is at least two to two and one-half (2" - 2½") inches in diameter at the time of planting.
- (3) Evergreen or conifer trees are any upright conifer that will attain a mature height exceeding twelve (12') feet, is classified as having a hardiness zone standard of 2 - 5 and is at least six (6') feet tall at the time of planting.
- (4) Shrubs are plants that are both deciduous or evergreen in character, attain mature heights between two (2') and eight plus (8+') feet, are classified as having hardiness zone standards of 2 - 5 and that are at least eighteen (18") inches in height or five (5) gallon sizing at the time of planting.
- (5) Annual/perennial beds are any planting area containing annual and perennial bedding plants or other ground covers such as creeping evergreens, that are intensively planted to form a continuous planting mass

and are at least twenty (20') contiguous square feet in area and shall be a minimum of one (1) gallon sizing each.

- (e) Green areas of the site not used for landscaping shall be seeded or sodded with an acceptable maintainable lawn seed mix. Mulch of plantings or planting beds is acceptable provided that such mulching consists of organic or natural materials. Mulches shall be installed so that they will not erode, fall, be plowed or otherwise transported into walks, drives, streets or other hard surfaced portions of the site. Functional weed barriers will be installed in all areas to be mulched.
- (f) All landscaping shall be installed consistent with industry accepted standards for each building, which shall be completed prior to the issuance of a Certificate of Occupancy for each building, unless such occupancy occurs during winter, in which case a temporary Certificate of Occupancy shall be issued and landscaping shall be completed by the following July 1, at which time a Certificate of Occupancy shall be issued.
- (g) Landscaping required by this Section II.A. is intended to be a permanent site improvement just as any other building, structure or infrastructure that is necessary to facilitate the intended use of the site. As such, all landscaping shall be continually maintained in a live state. Maintenance shall include periodic and timely watering, fertilizing, pruning and any other such normally required horticulture activity necessary to keep all landscaping in a healthy, safe and aesthetically pleasing state. Recognizing that over time plants may mature and die or otherwise expire because of natural or unnatural causes, maintenance shall include the removal and replacement of dead or dying plants. Such replacement shall occur within the same year in which a plant dies or in the spring planting season of the following year. Developer shall place the sum of Twenty-five Thousand (\$25,000.00) Dollars in an escrow account not later than October 1, 2020, to be maintained by the Village for the purpose of providing a source of funding for the replacement of landscape plants in the event that Developer, its successors, agents or assigns fails to replace failed plantings. All interest accrued on such account shall be added to the principal balance and the escrow shall be maintained for a period of twenty (20) years at which time all remaining funds shall be donated to the Village Park Fund or fund of similar purpose.
- (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) All plantings contained within Exhibit "H", with the exception of those designated as "future", shall be installed with the initial construction of the

subdivision. "Future" plantings shall be installed at the time contiguous lot uses are constructed.

- (j) All plantings within the private roadways, "future" or otherwise, shall be credited to the interior lots for planting requirements as specified in this section.

B. EXTERIOR LIGHTING AND ILLUMINATION

1. In conjunction with its application for Development approval, Developer has provided plans, specifications and photometrics to be approved by the Village for the exterior lighting and illumination of each element of the development, a true and correct copy of which is attached hereto as Exhibit "Q". The Village acknowledges that such plans are in compliance with this Section II.B. Developer shall be responsible for all costs associated with construction and installation of all exterior lighting and illumination.

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

In order to insure that proper lighting design occurs, the following standards shall apply to all development within the district.

- (a) All exterior lighting fixtures shall be full cut-off fixtures as defined by the Illuminating Engineering Society of North American (IESNA) and shall be of the same design and theme throughout the development. All lighting shall be designed and fixtures selected to prevent glare. The Developer, with the advance written approval of the Village, shall modify the cutoff fixture requirement for security lighting in areas where the exterior lights are not visible from a residential area or a public street.
- (b) Illumination of sites and improvements thereon shall be designed to avoid competition with illumination on adjoining or neighboring properties.
- (c) Illumination levels shall be appropriate for the intended improvement area and/or function to be illuminated. In general, illumination levels should follow the guidelines and recommendations of the IESNA.
- (d) In no event shall any exterior illumination exceed an average illumination level of twenty (20') foot-candles for the surface to be illuminated unless approved otherwise by the Village Plan Commission as part of a conditional use permit.

- (e) The illumination uniformity ratio (the ratio of the average illumination to the minimum illumination) for the surface to be illuminated shall not exceed 4:1.
- (f) The illumination level at any property line shall not exceed one-half (0.5') foot-candle above the ambient lighting conditions on a cloudless night.
- (g) In no instance shall an outdoor lighting fixture be mounted or oriented such that the lighting element is visible from any residence located in a residential zone district.
- (h) The following shall be the maximum mounting height for the respective lighting fixture. The mounting height shall be measured from the surface to be illuminated to the bottom of the light fixture.
 - (1) Parking lot light fixtures in lots - twenty-five (25') feet.
 - (2) Building or security lighting - twenty-five (25') feet.
 - (3) Any other site lighting fixture - twenty-five (25') 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 discretion of the Village Administrator.
 - (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 (“Security Camera Equipment”), which could affect all or a portion of the Property. 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. 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.

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. 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 STANDARDS.

The Developer shall install and maintain improvements upon the Property in accordance with the plans and specifications which have been approved by the Village and which may be approved in the future by the Village and in accordance with the following standards:

1. **Exterior Elements.**

- (a) All drip caps on building shall be of thirty-six (36) gauge or thicker so that warping does not occur and shall be made of aluminum material that is warp resistant. All drip caps shall be applied over underlayment or equivalent code compliant installation. Plastic is not acceptable.
- (b) All railings shall be superior series 9000 railings.
- (c) All exterior siding shall be of maintenance free materials with at least fifty (50) year guaranty. Village agrees that LP Smartside, shall meet this criteria. Any worn material shall be upgraded with new materials of similar quality following an inspection by the Village Building Inspector.
- (d) Snow storage shall be as approved by the Village.
- (e) Cement and blacktop walks and bike paths shall be constructed and maintained as depicted on the Site Plan.

- (f) Any deviation from prior submittals of exterior materials which have been approved by the Village shall be submitted to the Village for final approval prior to installation.
- (g) All fences, screens and other enclosures around or on the Property shall be maintained in a structurally sound condition and plumb, unless specifically designed to be other than vertical, with a uniform construction, in good repair and free from hazards.
- (h) Any retaining wall which is constructed shall be structurally sound and plumb, unless specifically designed to be other than vertical and shall be maintained in good repair and free from hazards.
- (i) All exterior columns, walls and their components shall be maintained in good repair, weather-tight and free from loose or unsecured objects and materials. The protective or decorative finishes of all exterior surfaces shall be maintained in good repair so as to prevent deterioration that affects the appearance of the building or structure. Any markings, stains, graffiti, painted slogans, smoke damage or other markings or defacement appearing on any exterior surface shall be removed, and, if necessary to maintain the exterior surface, the surface of these areas shall be restored, resurfaced and coordinated to the exterior finish of the building or structure.
- (j) All canopies, marquees, awnings, screens, grilles, stairways, pipes, ducts, standpipes, air conditioners and all similar equipment, attachments and their supporting members shall be maintained in good repair, properly anchored and protected from the elements, so as to prevent decay and rust, by paint or other protective coating.
- (k) All stairs, verandas, porches, decks, loading docks, ramps, balconies, fire escapes and other similar structures and all treads, risers, guards, handrails, supporting structural members or other appurtenances attached to them shall be maintained free from defects and hazards, capable of supporting all loads to which they may be subjected, and in a clean, safe and sanitary condition and in good repair.
- (l) All aerials, satellite dishes, lightening arresters and other similar structures and their supporting members shall be maintained in a safe condition and in good repair. Any chimney, smoke or vent stacks and other similar roof structures and their supporting members shall be maintained in good repair and free from defects.
- (m) Every roof of the building and all of its components shall be weather-tight and free from leaks, loose, unsecured or unsafe objects and materials, dangerous accumulation of ice and snow or any other hazard. All roof decks, catwalks and related guards shall be maintained in good repair.

- (n) Every eave, trough, roof gutter, all flashing and any downpipes shall be protected by suitable finishing materials and shall be maintained free from leaks, defects, obstructions and hazards, water-tight and in good repair.

2. **Structural Elements.**

- (a) Every part of a building or structure shall be maintained in good repair and in structurally sound condition so as to be capable of safely sustaining its own weight and any load to which, normally, it might be subjected. All such buildings or structures shall be capable of safely accommodating all normal structural movements without damage, decay or deterioration and shall be designed so as to prevent the entry of moisture that would contribute to the damage, decay or deterioration.
- (b) Foundation walls, basements, cellars and crawlspaces and other supporting members of a building or structure shall be maintained in good repair and structurally sound. For purposes of this section, “structure” includes a fence, shed or other small building on the Property.
- (c) Exterior openings for doors, windows and skylights shall:
 - (1) Be fitted with doors or windows that are maintained in a weather-tight condition to prevent drafts or leakage and protected by suitable materials to prevent the entry of rodents, vermin and insects; and
 - (2) Any openings that are not protected by a door or window shall be maintained in a weather-tight condition to prevent drafts or leakage and protected by suitable materials to prevent the entry of rodents, vermin and insects; and
 - (3) All openings, including basement hatchways, storm doors and storm windows, shall be maintained in good repair and free from defects and any missing component shall be replaced; and
 - (4) All windows in the dwelling unit that are capable to being opened shall be fitted and equipped with screens that are maintained in good repair and free from defects and missing components; and
 - (5) All windows capable of being opened and all exterior doors shall be free from defective hardware and be capable of being locked or otherwise secured from inside the building; and
 - (6) All glazed doors, windows or transparent surfaces shall be reasonably cleaned in order to prevent unimpeded visibility and unrestricted passage of light.

- (d) All drainage shall be accomplished through a rainwater collection system or, if not so provided, the drainage from all roof surfaces of buildings shall discharge into an eaves trough or roof gutter and then into a downpipe that discharges directly into the building drain not more than six (6) inches above grade. Any above-ground discharge from the downpipe or pipes shall be directed to a discharge and shall be contained on the Property in a manner that is not likely to cause damage to any adjoining property or any stairway, sidewalk or street.

3. **Miscellaneous.**

- (a) The Village Building Inspector shall be allowed to inspect the complex on an annual basis for exterior failures and failures so discovered shall be discussed with the on-site manager and repaired within a reasonable period of time to be agreed upon between the Village Building Inspector and the on-site manager.
- (b) All trash areas shall be washed down not less than once a month or more frequently as needed. Weather conditions shall be taken into account in consideration of the implementation of this requirement
- (c) All interior roads and parking lots shall be kept in good repair and shall be based upon the state WISLR program and maintained at least to a level six (6) based upon the criteria under such program.
- (d) All property shall at all times be kept free of all rodents, vermin, insects and other pests and from conditions which may encourage pest infestation.
- (e) No machinery, boats, trailers or parts of such items that are in a wrecked, discarded, dismantled, inoperative or abandoned condition, or any other junk or rubbish shall be kept or allowed to remain in the parking area or garage. For purposes of this paragraph, inoperative shall mean incapable of being operated on the public roads of the State of Wisconsin either because of conditioning or licensing, in addition to functional conditions which prevent such vehicle from operation.

4. **Screening.**

- (a) All ground-mounted and wall-mounted mechanical equipment, refuse containers and any permitted outdoor storage shall be fully concealed from on-site and off-site ground level views, with materials identical to those used on the building exterior or concealed by landscaping as depicted in Exhibit "H".
- (b) All rooftop mechanical equipment shall be screened by parapets, upper stories, or other areas of exterior walls or roofs so as to not be visible from public streets adjacent or within one thousand (1,000') feet of the subject Property. Fences or similar rooftop screening devices may not be used to meet this requirement.

E. TRAFFIC IMPACT.

1. The project shall have direct access to the East I-94 Frontage Road.
2. Vehicle access shall be designed to accommodate peak on-site traffic volumes without disrupting traffic on public streets or impairing pedestrian safety. 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.

F. PARKING.

Parking lots shall conform to the parking displayed and depicted on the Developer's plans submitted in conjunction with its request for approval of the development

G. BICYCLE AND PEDESTRIAN FACILITIES.

1. The entire development shall provide for safe pedestrian and bicycle access to all uses within the development, connections to existing and planned public pedestrian and bicycle facilities, and connections to adjacent properties.
2. Pedestrian walkways shall be provided from all building entrances to existing or planned public sidewalks or pedestrian/bike facilities. The minimum width for sidewalks shall conform to the proposed sidewalks displayed and depicted on the Developer's plans submitted in conjunction with its request for approval of the development.
3. Where applicable, landscapes adjoining sidewalks shall match the landscaping used for the street frontages.
4. Crosswalks shall be distinguished from driving surfaces to enhance pedestrian safety.
5. The development shall provide secure, integrated bicycle parking within the site.
6. The development shall provide exterior pedestrian furniture in appropriate locations as depicted on the attached exhibits or as may be agreed upon in the future by the parties hereto.

H. 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.

I. SIGNAGE.

All signage shall comply with the requirements contained in the Village General Zoning and Shoreland/Floodplain Zoning Ordinances. In addition, Developer shall:

1. Maintain all signage in a good state of repair. To this end, any fastening or supporting members that are damaged, broken or excessively weather or faded, or that have a worn, peeled or cracked finish, shall be removed or shall be refinished so that all signs are free from defects or faded lettering.
2. Any signs or signage which is not used for the purpose intended, or which falls into a state of disrepair shall be discarded and removed from the Property.
3. All signage shall be maintained so that the information conveyed by the sign color, form, graphic, illumination, symbol or writing is clearly eligible.

J. MAINTENANCE OF IMPROVEMENTS.

Developer shall be responsible for maintaining the appearance of the entire development including, but not limited to, all parking areas, sidewalks and landscape features in accordance with Exhibit "I" 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 (unless after written request from Developer to Village seeking a longer period of time for good cause, approval of an extension is granted by Village, which approval will not be unreasonably withheld), maintenance has not yet been performed in accordance with the provisions of this paragraph then the Village may proceed to maintain or hire an independent contractor of its choice to maintain the Property or parts thereof and impose the costs of such maintenance upon the benefitted property as a special assessment. Developer may, after review and approval by Village, assign the responsibilities for maintenance and cleaning under this paragraph for all or portions of the development to a third party provided such third party is financially responsible to discharge such obligations.

K. PROHIBITION ON OUTDOOR SHOOTING RANGES/SPORTING CLAYS RANGES.

Developer understands and agrees that in consideration of the terms of this Agreement, Developer shall not apply for and will not receive approvals from the Village for the construction of any outdoor shooting range, outdoor sporting clays range or similar facility on any portion of the Property.

III. DEVELOPER WARRANTIES AND OBLIGATIONS

A. SUBDIVISION AND CONDOMINIUM PLATTING ORDINANCE.

The Developer represents that it has reviewed a copy of 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. Developer agrees no earth moving activity, construction or sale of lots shall take place until this Development Agreement approved by the Village for the Property has been recorded.

B. DECLARATION OF RESTRICTIONS.

It is agreed that the Developer 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 and which 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.

C. BUILDING PERMITS.

1. It is agreed that, except as is provided hereafter, there shall be no building permits issued by the Somers Building Inspector until that Inspector shall be satisfied that all the terms and conditions of this Agreement and of the Somers Subdivision and Platting Ordinance have been fully complied with regarding such proposed building and that all requirements for public improvements under this Agreement, private utilities and gravel roadways and storm sewer necessary to serve such building have been or are in the process of being installed. No occupancy permits will be issued until all public improvements for such building have been completed.

D. INDEMNIFICATION.

Developer shall, during the term of this Agreement, indemnify, defend and hold harmless Village and officers, consulting engineers, attorneys, agents, representatives and employees thereof from and against any and all claims, damages, judgments, costs and expenses and attorney fees which any of them may pay, sustain or incur should any person or party incur personal injury, property loss or damage arising out of wrongful, negligent, improper or deficient conduct of Developer in the design or construction of any of the public improvements on the Property, including the design and construction of all onsite sanitary sewer systems, the design and construction of onsite municipal water systems, the design and construction of onsite underground storm and surface water drainage facilities relating to this proposed development or as a result of any claim for labor, materials or improvements in connection with the construction of the same other than any act or omission by 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 attorney fees, which the Village incurs as a result of any claim indemnified herein shall be reimbursed to the Village either through a cash deposit, any letter of credit posted by the Developer in connection with this Agreement, other assurance or through such other means as the Village, in the Village's sole discretion, deems appropriate. This indemnity shall not include liability for the negligence, fraud, or willful acts of the Village or its agents. If the Village seeks to enforce this agreement and incurs costs, this indemnity shall only apply if the Village prevails.

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

1. The Site Plan attached hereto as Exhibit "B" and incorporated herein by reference has been approved by the Village Board and the zoning for the Property shall not be changed, modified or altered without the prior written consent of the Developer. The rights to develop the Property under this Development Agreement and current zoning are hereby vested on the date the parties have executed this Development Agreement.

2. Any amendment to this Development Agreement shall not require any amendment of the zoning unless a different use is requested and this Development Agreement may be modified or amended as provided herein.

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

IV. PAYMENT OF CERTAIN FEES BY DEVELOPER

A. PAYMENT OF BUILDING PERMIT FEES, UTILITY CONNECTION FEES AND INSPECTION FEES—NON-REIMBURSABLE.

Developer shall pay for each building permit, utility connection fees and inspection fees pursuant to Chapters 13 and 18 of the General Code of Ordinances of the Village of Somers and inspection fees, at the time of issuance of each permit. These fees are not reimbursable.

B. VOLUNTARY PAYMENT 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 the buildings within the approved Development. Payments shall be due upon issuance of a building permit for each

building. These permits shall apply to both taxable and tax-exempt improvements. The Developer and the Village hereby agree to be contractually bound by the terms and conditions of this paragraph, VI.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 VI.F. Shall not eliminate the requirements of municipal sanitary sewer and municipal water connection fees to be paid by users on the Property of those systems as required by Sections 18.30(L) of the Code of Ordinances of the Village as described hereafter.

V. LETTERS OF CREDIT/ESCROW

As a part of this Agreement the Developer has agreed to pay certain amounts for the installation of public roadway improvements, sanitary sewer and water mains which will 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 in or 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, inspections for private road construction, sanitary sewer construction, municipal water improvements, engineering reviews, field observations, legal and administrative costs, the Developers shall deposit with the Village, either in cash funds or by an irrevocable letter of credit in a form reasonably acceptable to and approved by the Village Attorney (with the form attached hereto as Exhibit "L" being an acceptable form for such purposes) in the reasonably estimated amount of such expenses.

B. FORMAT OF LETTER OF CREDIT.

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

C. REDUCTIONS IN LETTER(S) OF CREDIT.

The Developer may submit written requests to the Village for a reduction in any letter of credit not more often than once per calendar month. Any such requests shall include an explanation as to why the letter of credit may be reduced, including without limitation, that the Developer has paid any such costs or expenses, the reasonable estimates of the Village's costs have been reduced, or the development has 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 Development 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 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.

VI. MISCELLANEOUS

A. ASSIGNMENT.

The Developer recognizes that this Agreement is based on Developer's presentation to the Plan Commission and Village Board and Developer shall not assign or transfer this Agreement to any other person or corporation other than a Permitted Assignee without prior written consent of the Village. A Permitted Assignee shall include a lender (for collateral purposes) or an entity wholly owned or controlled by the Developer.

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.

Except as otherwise provided herein, this Agreement shall be in effect from the date of execution hereof until December 31, 2063 and shall inure to the benefit of and be binding upon the successors in title and assigns of Developer and upon successor corporate authorities and successor municipalities of Village. However, the guarantee of improvements shall be for the period specified herein, whether or not such guarantee may extend beyond the term of Agreement, and any recorded restrictions shall have the life accorded to such restrictions under applicable state law.

E. ESTOPPEL CERTIFICATE.

Village agrees to provide to Developer upon request a written Estoppel Letter certifying that Developer is not in default under the terms of this Agreement.

F. DEFAULTS.

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

G. 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.

H. 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 J below.

I. EXECUTION OF COUNTERPARTS.

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

J. 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"	Building Design and Specifications - Group Exhibit "A"
Exhibit "B"	Site Plan
Exhibit "D"	Private Watermain Plan
Exhibit "E"	Sanitary Sewer Plan
Exhibit "F"	Public Road Improvements
Exhibit "G"	Stormwater Plan and Private Road Plan
Exhibit "H"	Landscape Plan
Exhibit "I"	Maintenance Agreement
Exhibit "L"	Form of Letter of Credit
Exhibit "Q"	Photometrics

K. INTEGRATION.

This Development 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 except as may conflict with the Master Development Agreement, as amended. All other terms and conditions of the Master Agreement Development Agreement shall remain in full force and effect.

L. CHOICE OF LAW AND VENUE.

This Development 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.

M. 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.

N. 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.

O. 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.

P. 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, P.O. Box 197, Somers, Wisconsin 53171. Any notice addressed to the Developer shall be addressed to the attention of Mary Parthe, Chief Investment Officer/Chief of Staff, and Michelle Nakfoor, Tawani Enterprises, Inc., 104 S. Michigan Avenue, Suite 500, Chicago, Illinois 60603. 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.

Q. NO THIRD PARTY BENEFICIARIES

This Agreement shall not 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. Developer understands and agrees that in consideration of the terms of this Agreement,

Developer shall not apply for and will not receive approvals from the Village for the construction of any outdoor shooting range, outdoor sporting clays range or similar facility on any portion of the Property.

R. 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's agent, or any other cause beyond a party's reasonable control, then the party so delayed or prevented from performing its obligations under this Agreement shall not be deemed to be in default under this Agreement as long as such party is acting reasonably and in good faith in performing under this Agreement, and the period of such delay or prevention shall allow for an extension period equal to the period of such delay, interruption or prevention to perform such obligation.

WITNESS OUR HANDS AND SEALS this ____ day of _____, 2023.

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer

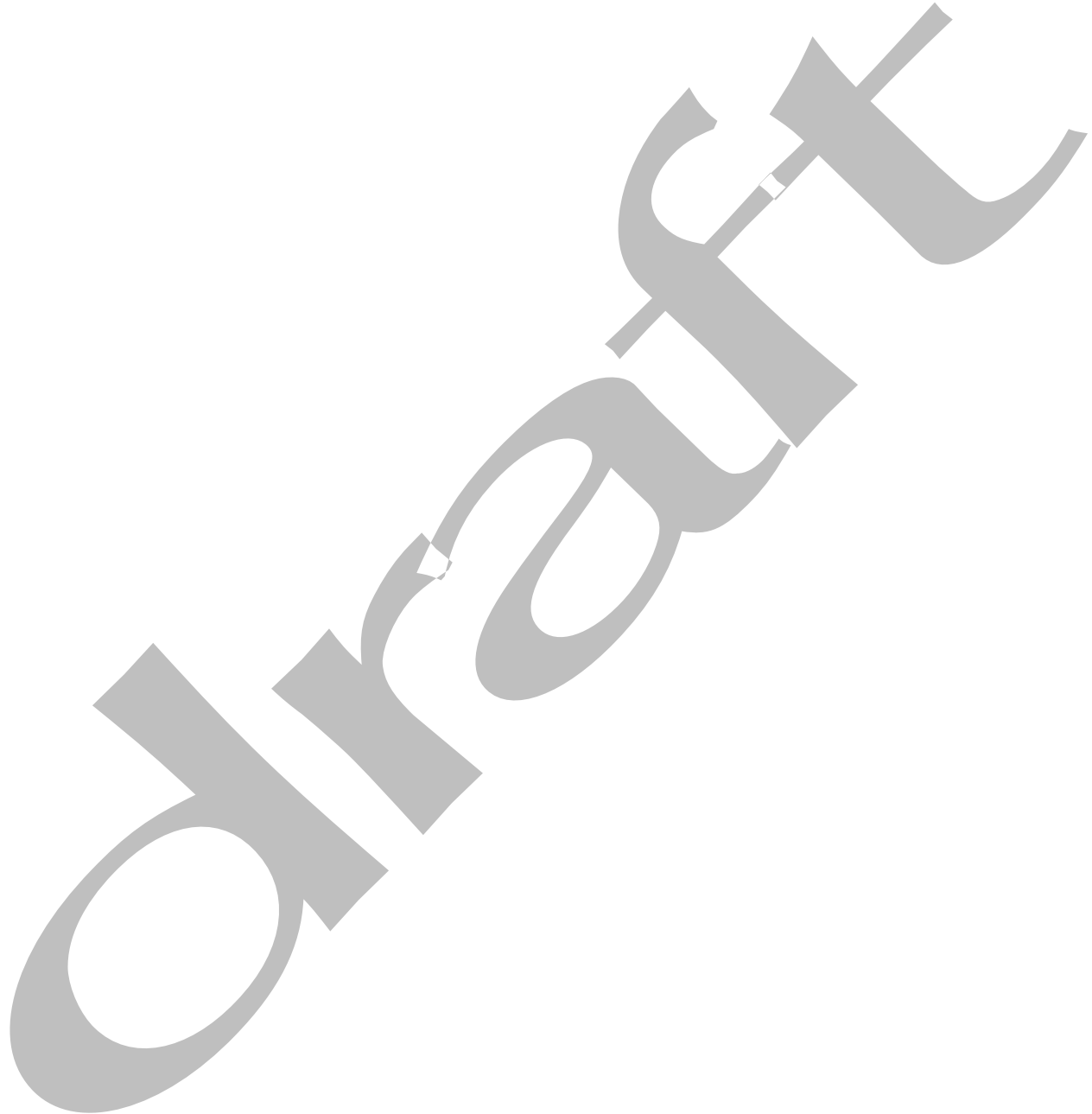
STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2023, the above named George Stoner, President and Brandi Baker, Clerk/Treasurer of the Village of Somers, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Printed Name: _____
Notary Public; State of Wisconsin
My Commission expires _____.

Legal Description

Lot 1 of Certified Survey Map #2957 recorded in the Kenosha County Register of Deeds on November 20, 2020, as Document No. 1882107 being part of the N.W. 1/4, N.E. 1/4, S.W. 1/4, S.E. 1/4 of the N.E. 1/4 of Section 18 and the N.W. 1/4 of the N.W. 1/4 of Section 17, Town 2 North, Range 22 East, Village of Somers, Kenosha County, Wisconsin.





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

MEETING DATE: January 10th, 2023

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #9 Action on proposed Ordinance 2023-001, An Ordinance to Create Section 18.53 of the Code of Ordinances of the Village of Somers Relating to Comprehensive Plan

BACKGROUND:

In the Fall of 2021, the Village was approached by representatives of Carthage College regarding the possibility of bringing a project to the parcels they own on 17th Street and Sheridan Road. The proposed project was a new Facilities Operations Building.

PRIOR ACTION TAKEN:

The Project and Development Agreement were approved by the Board at our November 29th, 2022, Board Meeting. The Development Agreement was executed in December of 2022. Building permits were issued in December of 2022.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

The attached Ordinance 2023-001 will serve to codify the approved Comprehensive Plan Change 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. 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 No. 2023-001”

“Motion to approve proposed Ordinance 2023-001, An Ordinance to Create Section 18.53 of the Code of Ordinances of the Village of Somers Relating to Comprehensive Plan”

ATTACHMENTS:

Proposed Ordinance 2023-001

ORDINANCE NO. 2023-001

AN ORDINANCE TO CREATE SECTION 18.53
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS
RELATING TO COMPREHENSIVE PLAN

The Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereby creates Section 18.53 of the Code of Ordinances of the Village of Somers relating to the comprehensive plan to read as follows:

18.53 FIFTEENTH AMENDMENT TO THE COMPREHENSIVE PLAN OF THE VILLAGE OF SOMERS.

(A) **Introduction and Background.** On May 12, 2015, the Somers Village Board adopted Section 18.37 of the Code of Ordinances, the Multi-Jurisdictional Comprehensive Plan for Kenosha County, as the Village Comprehensive Plan under Section 66.1001 of the Wisconsin Statutes. At the same time, the Somers Village Board adopted Section 18.38 of the Code of Ordinances relating to the public participation requirements for amending the Comprehensive Plan: Village of Somers. Pursuant to Section 18.38(B) of the Code of Ordinances of the Village of Somers, the Village of Somers published a Class 1 public notice and held a public hearing regarding the proposed plan amendment as described hereafter.

(B) **Recommendation by Village Plan Commission of Amendment to Plan.** The Village Plan Commission, by a majority vote of the full membership of the Village Plan Commission held on the 12th day of September, 2022, recommended to the Village Board the adoption of an amendment to the Land Use Plan Map to change the land use designation of a parcels of land located in the SE 1/4 of Section 18, Town 2 North, Range 23 East of the Village of Somers (Tax Parcel Nos. 83-4-223-184-0700, 83-4-223-184-0705, 83-4-223-184-0710, 83-4-223-184-0685, 83-4-223-184-0690 and 83-4-223-184-0695) from "Medium Density Residential" to "Governmental and Institutional" on the Land Use Plan Map adopted by the Village Board as part of the Comprehensive Plan. By adoption of this ordinance, the Somers Village Board hereby adopts the proposed plan amendment.

(C) **Notice.** The Village Clerk/Treasurer is hereby directed to send a copy of this ordinance and the plan amendment to the parties listed in Section 66.1001(4)(b) of the Wisconsin Statutes.

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

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer

PRIOR ACTION TAKEN:

Change Order #2 was reviewed and discussed at our January 3rd Work Session. The request for final payment has not been previously reviewed by the Board.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Engineer Snyder has reviewed the request and recommends approval of Change Order #2 and final payment. In the event the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

10

“Motion to approve Change Order #2 from PTS Contractors, Inc. for Water Main West of the Subcontinental Divide– Phase 1”

11

“Motion to approve request for Final Payment from PTS Contractors, Inc. in the amount of \$10,000.00 for the Water Main West of the Subcontinental Divide– Phase 1

ATTACHMENTS:

Change Order #2 for PTS Contractors -Water Main West of Subcontinental Divide

Engineer Snyder Recommendation on PTS Contractors -Water Main West of Subcontinental Divide- Final Payment

00 63 63

CHANGE ORDER #2

PROJECT: Water Mains West of the Subcontinental Divide – Phase 1 DATE OF ISSUANCE: October 27, 2022

OWNER: Village of Somers ENGINEER: Baxter & Woodman, Inc.
7511 12th St. 256 S. Pine St.
Somers, WI 53171 Burlington WI, 53105

CONTRACTOR: PTS Contractors, Inc. ENGINEER's Project No. 190375.61
4075 Eaton Road
Green Bay, WI 54311

You are directed to make the following changes in the Contract Documents:

Description: Modify the payment items to reflect actual construction.

Purpose of Change Order: The Contractor used methods during construction that did not match the pay items. This change order summarizes these changes for audit purposes. The Contractor discussed these changes at weekly staff meetings with the Owner and Engineer present. This also extends the completion dates to allow for testing of the installed facilities due to delays in the Village Water Transfer Station Project.

Attachments: Engineer's Summary of Changes

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$3,281,422.00

Previous Change Orders:
No. - to No. 1 \$162,311.03

Current Contract Price: \$3,443,733.03

Net increase of this Change Order:
\$173,928.23

Contract Price with this Change Order:
\$3,617,661.26

CHANGE IN CONTRACT TIME:

Original Contract Time:
Substantial Completion: November 24, 2021
Completion: December 31, 2021


Change from previous Change Orders: None
5 months

Current Contract Time:
Substantial Completion: February 28, 2022
Completion: May 15, 2022

Net Increase of this Change Order: Approx. 5 Months

Contract Time with this Change Order:
Substantial Completion: October 31, 2022
Completion: October 31, 2022


PREPARED BY:
BAXTER & WOODMAN, INC.

By 
Douglas R. Snyder, P.E.
Project Manager

APPROVED:
VILLAGE OF SOMERS, WI

By _____
George Stoner
Village President

ACCEPTED:
PTS CONTRACTORS, INC.

By 
Mark Schleis
President

CHANGE ORDER FORM
00 63 63-1

Change Order 2 Summary
Water Mains West of the Divide - Phase 1
Village of Somers, WI
Project Number 190375.61

Changes In Work

Item	Unit Price	Total Cost
Adjustments on Installed Quantities - See Contractor Pay Request No. 8		\$147,573.73
Water Main Crossing of Frontage Road to Golden Oil -- 110 lineal feet	\$191.00	\$21,010.00
Additional Staking for Water Main to Golden Oil	\$5,344.50	<u>\$5,344.50</u>
Change Order Amount		\$173,928.23

January 6, 2023

Brandi Baker, Village Clerk
Village of Somers
7511 12th Street
Somers, WI 53171

Subject: Water Main West of Subcontinental Divide – Final Payment Recommendation

Dear Ms. Baker,

Enclosed is an application for final payment from PTS Contractors, Inc., Contractor, for the Water Main West of the Subcontinental Divide – Phase 1 project. The following is our opinion of the amount due and payable to the Contractor following approval of Change Order 2:

Contract Price after CO 2	\$3,617,661.26
Work Completed to Date	\$3,617,661.26
Less Amount Retained	<u>(\$ 0.00)</u>
Subtotal	\$3,617,661.26
Less Previous Payments	<u>(\$3,607,661.26)</u>
Total Amount Due for Final Payment	\$10,000.00

We recommend payment to PTS Contractors, Inc. for \$10,000.00.

The following items are part of this application for payment:

- Lien waivers
- Warranty letter
- Maintenance Bond
- Sworn statement
- Consent to Surety

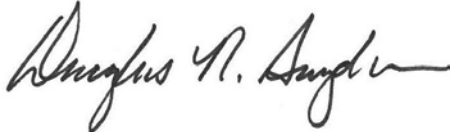
The following assets were added to the Water Utility for the \$3,617,661.26 identified above:

Item	Quantity	Unit
6" Water Main	389	LF
8" Water Main	12	LF
12" Water Main	14,703	LF
16" Water Main	10,592	LF
Hydrants	65	EACH
8" Gate Valve & Box	1	EACH
12" Gate Valve & Box	27	EACH
16" Butterfly Valve & Box	21	EACH
1" Water Services	8	EACH
1.25" Water Services	2	EACH
Water Valve Manholes	4	EACH

Please call if you have any questions.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Douglas R. Snyder, P.E.

DRS/drs

Encs.

C/encs.: Jason J. Peters, JD/MPA, Administrator (email)
Shawn Kilgore, PTS Contractors, Inc. (email)

I:\Crystal Lake\Somev\190375-Sewer And Water West Of Divide - Phase 1\60 - Water Main\Payments\8 - Final\Pr 8.Doc

Payment Request

Request for: Final Payment No: 8 Date: 1/4/2023
 (Partial/Final)

Project: Water Main West of the Subcontinental Divide - Phase 1

Owner: Village of Somers

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

Original Contract Amount as Bid: \$ 3,281,422.00

Net Add (Deduct) by Revised Quantities: _____

Net Add (Deduct) by Change Order: \$ 336,239.26

Total Contract This Date \$ 3,617,661.26

Value of Work Completed to Date: \$ 3,617,661.26

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

Net Total \$ 3,617,661.26

Project on Schedule: XX Yes No 100% Complete

Record of Previous Pay Requests:

1	\$ 319,926.60	6	\$ 454,331.44
2	\$ 1,782,244.84	7	\$ 91,873.33
3	\$ 472,079.00	8	_____
4	\$ 78,154.33	9	_____
5	\$ 409,051.72	10	_____

Amount Previously Billed \$ 3,607,661.26

Amount Due This Request \$ 10,000.00

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

By: *Mark C. Schell*
 PTS Contractors, Inc.

Engineers Approval: By: *[Signature]*
1-10-2023

Date: 1/4/2023

Owner's Approval for Payment: By: _____

*See Attachments

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

Village of Somers
 Water Main West of the Subcontinental Divide - Phase 1
 Payment Request

Payment Request: 8
 Date: 1/4/2023

Total Completed \$ 3,617,661.26

PTS #	Bid Item #	Description	Units	Scheduled			Previous Request Totals		This Request Totals		Total Completed			Balance to Finish	
				Qty	Unit Price	Amount	Qty	Amount	Qty	Amount	%	Qty	Amount	Amount	Qty
1	1.20	Mobilization	LS	1.00	\$ 90,000.00	\$ 90,000.00	1.00	\$ 90,000.00		\$ -	100%	1.00	\$ 90,000.00	\$ -	-
2	1.30	Preconstruction Video Recording	LS	1.00	\$ 18,500.00	\$ 18,500.00	1.00	\$ 18,500.00		\$ -	100%	1.00	\$ 18,500.00	\$ -	-
3	1.40	Construction Layout and Staking	LS	1.00	\$ 37,000.00	\$ 37,000.00	1.00	\$ 37,000.00		\$ -	100%	1.00	\$ 37,000.00	\$ -	-
4	1.50	Clearing and Grubbing	LS	1.00	\$ 18,000.00	\$ 18,000.00	1.00	\$ 18,000.00		\$ -	100%	1.00	\$ 18,000.00	\$ -	-
5	1.60	Culvert Removal & Replacement			\$ -	\$ -		\$ -		\$ -			\$ -	\$ -	-
6		24" CMP Remove & Replace	LF	65.00	\$ 79.00	\$ 5,135.00		\$ -		\$ -			\$ -	\$ 5,135.00	65.00
7		15" CMP Remove & Replace	LF	50.00	\$ 58.00	\$ 2,900.00	47.00	\$ 2,726.00		\$ -	94%	47.00	\$ 2,726.00	\$ 174.00	3.00
8		12" CMP Remove & Replace	LF	60.00	\$ 54.00	\$ 3,240.00	166.00	\$ 8,964.00		\$ -	277%	166.00	\$ 8,964.00	\$ (5,724.00)	(106.00)
9		10" CMP Open Cut	LF	30.00	\$ 55.00	\$ 1,650.00		\$ -		\$ -			\$ -	\$ 1,650.00	30.00
10	1.70	Drain Tile Removal & Replacement	EA	10.00	\$ 680.00	\$ 6,800.00	15.00	\$ 10,200.00		\$ -	150%	15.00	\$ 10,200.00	\$ (3,400.00)	(5.00)
11	1.80	Water Main (Open Cut)			\$ -	\$ -		\$ -		\$ -			\$ -	\$ -	-
12		16" PVC Open Cut	LF	10,200.00	\$ 96.00	\$ 979,200.00	7,158.50	\$ 687,216.00		\$ -	70%	7,158.50	\$ 687,216.00	\$ 291,984.00	3,041.50
13		12" PVC Open Cut	LF	13,870.00	\$ 61.00	\$ 846,070.00	13,383.00	\$ 816,363.00		\$ -	96%	13,383.00	\$ 816,363.00	\$ 29,707.00	487.00
14		8" PVC Open Cut	LF	180.00	\$ 58.00	\$ 10,440.00	12.00	\$ 696.00		\$ -	7%	12.00	\$ 696.00	\$ 9,744.00	168.00
15		6" PVC Open Cut	LF	530.00	\$ 57.00	\$ 30,210.00	389.10	\$ 22,178.70		\$ -	73%	389.10	\$ 22,178.70	\$ 8,031.30	140.90
16	1.90	Water Main (Directionally Drilled)			\$ -	\$ -		\$ -		\$ -			\$ -	\$ -	-
17		16" Water Main Directionally Drilled	LF	520.00	\$ 185.00	\$ 96,200.00	3,434.00	\$ 635,290.00		\$ -	660%	3,434.00	\$ 635,290.00	\$ (539,090.00)	(2,914.00)
18		12" Water Main Directionally Drilled	LF	1,400.00	\$ 109.00	\$ 152,600.00	1,320.00	\$ 143,880.00		\$ -	94%	1,320.00	\$ 143,880.00	\$ 8,720.00	80.00
19	1.10	Additional Water Main Fillings (RJT)	LBS	8,000.00	\$ 5.50	\$ 44,000.00		\$ -		\$ -			\$ -	\$ 44,000.00	8,000.00
20	1.11	Stub & Plug	EA	3.00	\$ 500.00	\$ 1,500.00	8.00	\$ 4,000.00		\$ -	267%	8.00	\$ 4,000.00	\$ (2,500.00)	(5.00)
21	1.12	Fire Hydrant	EA	64.00	\$ 5,300.00	\$ 339,200.00	65.00	\$ 344,500.00		\$ -	102%	65.00	\$ 344,500.00	\$ (5,300.00)	(1.00)
22	1.13	Fire Hydrant Barrel Extension	VF	25.00	\$ 745.00	\$ 18,625.00	51.10	\$ 38,069.50		\$ -	204%	51.10	\$ 38,069.50	\$ (19,444.50)	(26.10)
23	1.14	Gate Valve & Box			\$ -	\$ -		\$ -		\$ -			\$ -	\$ -	-
24		12" Gate Valve	EA	19.00	\$ 2,950.00	\$ 56,050.00	27.00	\$ 79,650.00		\$ -	142%	27.00	\$ 79,650.00	\$ (23,600.00)	(8.00)
25		8" Gate Valve	EA	3.00	\$ 1,700.00	\$ 5,100.00	1.00	\$ 1,700.00		\$ -	33%	1.00	\$ 1,700.00	\$ 3,400.00	2.00
26	1.15	Butterfly Valve and Box			\$ -	\$ -		\$ -		\$ -			\$ -	\$ -	-
27		16" Butterfly Valve and Box	EA	12.00	\$ 3,660.00	\$ 43,920.00	21.00	\$ 76,860.00		\$ -	175%	21.00	\$ 76,860.00	\$ (32,940.00)	(9.00)

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

Village of Somers
 Water Main West of the Subcontinental Divide - Phase 1
 Payment Request

Payment Request: 8
 Date: 1/4/2023

PTS #	Bid #	Description	Units	Scheduled		Previous Request Totals		This Request Totals		Total Completed		Completed to Date		Balance to Finish	
				Qty	Unit Price	Amount	Qty	Amount	Qty	Amount	%	Qty	Amount	Amount	Qty
28	1.16	Water Service Connection			\$ -	\$ -		\$ -		\$ -			\$ -	\$ -	-
		1" (Near Side) Water Service Connection	EA	11.00	\$ 1,050.00	\$ 11,550.00	8.00	\$ 8,400.00		\$ -	73%	8.00	\$ 8,400.00	\$ 3,150.00	3.00
30		1.5" (Far Side) Water Service Connection	EA	7.00	\$ 1,300.00	\$ 9,100.00	2.00	\$ 2,600.00		\$ -	29%	2.00	\$ 2,600.00	\$ 6,500.00	5.00
31	1.17	Water Service Pipe			\$ -	\$ -		\$ -		\$ -			\$ -	\$ -	-
32		1" (Near Side Open Cut) Water Service Pipe	LF	90.00	\$ 150.00	\$ 13,500.00	111.50	\$ 16,725.00		\$ -	124%	111.50	\$ 16,725.00	\$ (3,225.00)	(21.50)
33		1.5" (Far Side Trenchless) Water Service Pipe	LF	490.00	\$ 21.00	\$ 10,290.00		\$ -		\$ -			\$ -	\$ 10,290.00	490.00
34	1.18	Connect to Water Main (Non-Pressure)			\$ -	\$ -		\$ -		\$ -			\$ -	\$ -	-
35		16" Connect to Water Main (Non-Pressure)	EA	1.00	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00		\$ -	100%	1.00	\$ 10,000.00	\$ -	-
36	1.19	Removal & Replacement of Unsuitable Material	TON	580.00	\$ 47.00	\$ 27,260.00		\$ -		\$ -			\$ -	\$ 27,260.00	580.00
37	1.20	Granular Backfill	LF	1,510.00	\$ 56.00	\$ 84,560.00	1,509.00	\$ 84,504.00		\$ -	100%	1,509.00	\$ 84,504.00	\$ 56.00	1.00
38	1.21	Backfilling with Aggregate Slurry Material	CY	410.00	\$ 61.00	\$ 25,010.00		\$ -		\$ -			\$ -	\$ 25,010.00	410.00
39	1.22	Temporary Hot-Mix Asphalt Pavement	SY	180.00	\$ 35.00	\$ 6,300.00		\$ -		\$ -			\$ -	\$ 6,300.00	180.00
40	1.23	Pavement Restoration			\$ -	\$ -		\$ -		\$ -			\$ -	\$ -	-
41		HMA Road/Street Pavement Restoration	SY	180.00	\$ 56.00	\$ 10,080.00	159.00	\$ 8,904.00		\$ -	88%	159.00	\$ 8,904.00	\$ 1,176.00	21.00
42		HMA Driveway Pavement Restoration	SY	650.00	\$ 37.00	\$ 24,050.00	835.00	\$ 30,895.00		\$ -	128%	835.00	\$ 30,895.00	\$ (6,845.00)	(185.00)
43		Gravel Driveway Restoration	SY	350.00	\$ 15.50	\$ 5,425.00	201.26	\$ 3,119.53		\$ -	58%	201.26	\$ 3,119.53	\$ 2,305.47	148.74
44		Gravel Shoulders Restoration	LF	320.00	\$ 10.00	\$ 3,200.00		\$ -		\$ -			\$ -	\$ 3,200.00	320.00
45	1.24	Restoration of Unpaved Areas	LS	1.00	\$ 135,000.00	\$ 135,000.00	1.00	\$ 135,000.00		\$ -	100%	1.00	\$ 135,000.00	\$ -	-
46	1.25	Erosion & Sedimentation Control			\$ -	\$ -		\$ -		\$ -			\$ -	\$ -	-
47		Silt Fence/Compost Filter Logs	LF	32,090.00	\$ 1.70	\$ 54,553.00	29,750.00	\$ 50,575.00		\$ -	93%	29,750.00	\$ 50,575.00	\$ 3,978.00	2,340.00
48		Inlet Protection Filters	EA	12.00	\$ 67.00	\$ 804.00		\$ -		\$ -			\$ -	\$ 804.00	12.00
49		Ditch Checks	EA	20.00	\$ 120.00	\$ 2,400.00	4.00	\$ 480.00		\$ -	20%	4.00	\$ 480.00	\$ 1,920.00	16.00
50	1.26	Traffic Control & Protection	LS	1.00	\$ 42,000.00	\$ 42,000.00	1.00	\$ 42,000.00		\$ -	100%	1.00	\$ 42,000.00	\$ -	-
		Change Order #1	LS		\$ 162,311.03	\$ -	1.00	\$ 162,311.03		\$ -		1.00	\$ 162,311.03	\$ (162,311.03)	(1.00)
		Change Order #2 non unit price work	LS		\$ 26,354.50	\$ -	1.00	\$ 26,354.50		\$ -		1.00	\$ 26,354.50	\$ (26,354.50)	(1.00)
		Totals			\$ 3,281,422.00	\$ 3,617,661.26		\$ -		\$ -	110%		\$ 3,617,661.26	\$ (336,239.26)	-

*Δ UNIT PRICE PAY ITEMS = \$147,573.73
 DES*

FINAL WAIVER of LIEN

To All Whom It May Concern:

Date: November 4, 2022

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

to furnish labor or material as Sewer/Water Utility Work

under a contract Village of Somers

for the improvements of the premises described as:

Water Main West of the Subcontinental Divide - Phase 1

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


of Somers, State of Wisconsin

of which Village of Somers is the Owner.

NOW, THEREFORE, the 4th day of November 2022

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

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


Signature

Title: Controller/Officer

Date: 11-04-2022

FINAL WAIVER of LIEN

To All Whom It May Concern:

Date: July 7, 2022

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

to furnish labor or material as Restoration/Landscaping Work

under a contract Village of Somers

for the improvements of the premises described as:

Water Main West of the Subcontinental Divide - Phase 1

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

of Somers, State of Wisconsin

of which Village of Somers is the Owner.

NOW, THEREFORE, the 7th day of July 2022

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

All-Ways Contractors, Inc.

PO Box 798

Elm Grove, WI 53122


Signature

Title: Pres

Date: 7/8/22

RECEIVED

FEB 28 2022

FINAL WAIVER of LIEN

502-21-01
21-03 PIP

To All Whom It May Concern:

Date: February 25, 2022

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

to furnish labor or material as Traffic Control Work

under a contract Village of Somers

for the improvements of the premises described as:

Water Main West of the Subcontinental Divide - Phase 1

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

of Somers, State of Wisconsin

of which Village of Somers is the Owner.

NOW, THEREFORE, the 25th day of February 2022

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

Barricade Flasher
6610 South 13th Street
Oak Creek, WI 53154

Tim Langman
Signature

Title: Vice President Tim Langman

Date: 3/1/22.

FINAL WAIVER of LIEN

To All Whom It May Concern:

Date: July 7, 2022

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

to furnish labor or material as Pipe Supplier

under a contract Village of Somers

for the improvements of the premises described as:

Water Main West of the Subcontinental Divide - Phase 1

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

of Somers, State of Wisconsin

of which Village of Somers is the Owner.

NOW, THEREFORE, the 7th day of July 2022

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

Core & Main
2100 Little Rapids
De Pere, WI 54115


Signature

Title: Jennifer Brooksher - Credit Manager

Date: July 07, 2022

FINAL WAIVER of LIEN

To All Whom It May Concern:

Date: July 7, 2022

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

to furnish labor or material as Concrete Pipe/Manholes

under a contract Village of Somers

for the improvements of the premises described as:

Water Main West of the Subcontinental Divide - Phase 1

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


of Somers, State of Wisconsin

of which Village of Somers is the Owner.

NOW, THEREFORE, the 7th day of July 2022

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

County Materials
PO Box 100
Marathon, WI 54448


Signature

Title: Brian L. Abitz, Corporate Credit Manager

Date: July 7, 2022

FINAL WAIVER of LIEN

To All Whom It May Concern:

Date: April 26, 2021

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

to furnish labor or material as Preconstruction Video Work

under a contract Village of Somers

for the improvements of the premises described as:

Water Main West of the Subcontinental Divide - Phase 1

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

of Somers, State of _____

of which Village of Somers is the Owner.

NOW, THEREFORE, the 26th day of April 2021

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

Construction Video Media, Inc.
PO Box 90
Romeo, MI 48065

Dwight C. Spengler
Signature

Title: President

Date: April 27, 2021

FINAL WAIVER of LIEN

To All Whom It May Concern:

Date: July 7, 2022

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

to furnish labor or material as Pipe Supplier

under a contract Village of Somers

for the improvements of the premises described as:

Water Main West of the Subcontinental Divide - Phase 1

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

of Somers, State of Wisconsin

of which Village of Somers is the Owner.

NOW, THEREFORE, the 7th day of July 2022

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

Ferguson Waterworks
5350 N Richmond St
Appleton, WI 54913

Signature

Title: Market Credit Manager

Date: 07-07-22

FINAL WAIVER of LIEN

To All Whom It May Concern:

Date: May 5, 2022

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

to furnish labor or material as Clearing & Grubbing Work

under a contract Village of Somers

for the improvements of the premises described as:

Water Main West of the Subcontinental Divide - Phase 1

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

of Somers, State of Wisconsin

of which Village of Somers is the Owner.

NOW, THEREFORE, the 5th day of May 2022

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

Interstate Tree Land Clearing Co.

W336 S1596 Wolf Road

Oconomowoc, WI 53066

Mad Z...
Signature

Title: General Manager

Date: 5-9-22

FINAL WAIVER of LIEN

To All Whom It May Concern:

Date: July 7, 2022

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

to furnish labor or material as Boring/Tunnel Work

under a contract Village of Somers

for the improvements of the premises described as:

Water Main West of the Subcontinental Divide - Phase 1

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

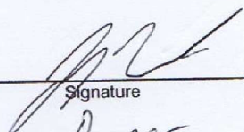
of Somers, State of Wisconsin

of which Village of Somers is the Owner.

NOW, THEREFORE, the 7th day of July 2022

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

M&E Construction LLC
N3748 Uni Dr
Freedom, WI 54130


Signature

Title: Owner

Date: 7-8-22

FINAL WAIVER of LIEN

To All Whom It May Concern:

Date: February 9, 2022

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

to furnish labor or material as Staking

under a contract Village of Somers

for the improvements of the premises described as:

Water Main West of the Subcontinental Divide - Phase 1

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

of Somers, State of Wisconsin

of which Village of Somers is the Owner.

NOW, THEREFORE, the 9th day of February 2022

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

Nielsen Madsen + Barber
1458 Horizon Blvd, Suite 200
Racine, WI 53406


Signature

Title: President

Date: February 14, 2022

FINAL WAIVER of LIEN

To All Whom It May Concern:

Date: June 17, 2021

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

to furnish labor or material as Asphalt Paving Work

under a contract Village of Somers

for the improvements of the premises described as:

Water Main West of the Subcontinental Divide - Phase 1

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

of Somers, State of _____

of which Village of Somers is the Owner.

NOW, THEREFORE, the 17th day of June 2021

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

Peshtigo Asphalt Inc
W3895 Track Ln, Peshtigo, WI 54157
Peshtigo, WI 54157

Mat Breck
Signature

Title: President

Date: 6/21/21

FINAL WAIVER of LIEN

To All Whom It May Concern:

Date: June 30, 2022

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

to furnish labor or material as Aggregate Supplier

under a contract Village of Somers

for the improvements of the premises described as:

Water Main West of the Subcontinental Divide - Phase 1

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

of Somers, State of Wisconsin

of which Village of Somers is the Owner.

NOW, THEREFORE, the 30th day of June 2022

For and in consideration paid simultaneously

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

Super Aggregates
5435 Bull Valley Rd
McHenry, IL 60050



Signature

Title: PRES

Date: 6-30-22



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

November 4, 2022

Warranty for Somers - WATER MAINS WEST OF THE
SUBCONTINENTAL DIVIDE – PHASE 1

Owner: Village of Somers
Location: Somers, WI
Date of warranty start: January 31, 2022
Today's Date: November 4, 2022

PTS Contractors, Inc. warrants to the owner of the WATER MAINS WEST OF THE SUBCONTINENTAL DIVIDE – PHASE 1 that all of the work performed by the General Contractor for WATER MAINS WEST OF THE SUBCONTINENTAL DIVIDE – PHASE 1 are warranted and guaranteed to be of good quality, free from defects in workmanship, and in conformance with the drawings and specifications. For a period of (three years) from January 31, 2022, the date of acceptance of the property by the Owner, PTS Contractors, Inc. agrees to repair, replace or coordinate with the Subcontractors all of the work which may prove to be defective in workmanship during this warranty period. Repairs made necessary by normal wear or damage by others are not part of this warranty.

The General Contractor is:

PTS Contractors, Inc.
4075 Eaton Road
Green Bay, WI 54311-9340
(920) 468-5217
(920) 468-4087 (Fax)!

Sincerely,

Mark C. Schleis

PTS Contractors, Inc.



MAINTENANCE BOND

Bond 354225470

KNOW ALL BY THESE PRESENTS, That we, PTS Contractors, Inc.

as Principal, and Liberty Mutual Insurance Company,

a corporation organized under the laws of the State of Massachusetts and duly authorized to do business in the State of Wisconsin, as Surety, are held and firmly bound unto Village of Somers

as Oblige, in the penal sum of One Hundred Eighty Thousand Eight Hundred Eighty-three Dollars And Zero Cents (\$180,883.00)

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

WHEREAS, the said Principal entered into a Contract with the

Village of Somers dated January 12, 2021

for Water Main West of The Subcontinental Divide - Phase 1, Somers, WI

WHEREAS, said Contract has been completed, and was approved on 31st day of January, 2022.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall guarantee that the work will be free of any defective materials or workmanship which became apparent during the period of three year(s) following completion of the Contract then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Signed and sealed this 2nd day of November, 2022.

PTS Contractors, Inc.

[Signature] (Seal)

Steve C. Horn, Vice-President

[Signature] (Seal)

Casey Ashman, Corporate Secretary

(Seal)

Liberty Mutual Insurance Company

By [Signature]

Roxanne Jensen

Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: 8208139-354019

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of June, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 10th day of June, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of November, 2022.



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

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

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

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

MEETING DATE: January 10th, 2023

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #12 Action on Change Order #2 from PTS Contractors, Inc. for Sewer Main West of the Subcontinental Divide– Phase 1

#13 Discussion and possible action on request for Final Payment from PTS Contractors, Inc. in the amount of \$69,222.67 for the Sewer Main West of the Subcontinental Divide– Phase 1

BACKGROUND:

On January 12, 2021, the Board awarded the bid for Sanitary Sewer West of Continental Divide Phase 1 to PTS Contractors, Inc. in the amount of \$5,002,224. The Board approved Change Order #1 on August 24th, 2021. The new contract price that time was \$5,535,852.54. PTS has submitted Change Order #2 and will help serve to close this project out. This change order brings a decrease in the contract price. New contract price \$5,446,165.90.

PTS Contractors, Inc. has submitted its eighth and final payment request in the amount of \$69,222.67. The Board has previously approved the following:

• 1 st request	April 13, 2021	\$204,166.41
• 2 nd request	May 11, 2021	\$316,543.80
• 3 rd request	June 22, 2021	\$728,247.06
• 4 th request	July 27, 2021	\$1,246,856.56
• 5 th request	October 12, 2021	\$623,755.94
• 6 th request	November 23, 2021	\$1,414,564.12
• 7 th request	February 22, 2022	\$842,809.34
Payments to date		\$5,376,943.23

PRIOR ACTION TAKEN:

Change Order #2 was reviewed and discussed at our January 3rd Work Session. The Change Order has since been updated to show an additional \$4,000 in savings to the Village. The request for final payment has not been previously reviewed by the Board.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Engineer Snyder has reviewed the request and recommends approval of Change Order #2 and final payment. In the event the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

10

“Motion to approve Change Order #2 from PTS Contractors, Inc. for Sewer Main West of the Subcontinental Divide– Phase 1”

11

“Motion to approve request for Final Payment from PTS Contractors, Inc. in the amount of \$69,222.67 for the Sewer Main West of the Subcontinental Divide– Phase 1

ATTACHMENTS:

Change Order #2 for PTS Contractors -Sewer Main West of Subcontinental Divide

Engineer Snyder Recommendation on PTS Contractors -Sewer Main West of Subcontinental Divide- Final Payment

CHANGE ORDER #2

PROJECT: Sanitary Sewers West of the Subcontinental Divide - Phase 1 DATE OF ISSUANCE: January 6, 2023

OWNER: Village of Somers 7511 12th St. Somers, WI 53171 ENGINEER: Baxter & Woodman, Inc. 256 S. Pine St. Burlington WI, 53105

CONTRACTOR: PTS Contractors, Inc. 4075 Eaton Road Green Bay, WI 54311 ENGINEER's Project No. 190375.62

You are directed to make the following changes in the Contract Documents:

Description: Modify the payment items to reflect actual construction.

Purpose of Change Order: The Contractor used methods during construction that did not match the pay items. This change order summarizes these changes for audit purposes. The Contractor discussed these changes at weekly staff meetings with the Owner and Engineer present. This also extends the completion dates to allow for testing of the installed facilities due to delays in the Village Lift Station 1A project.

Attachments: Engineer's Summary of Changes

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$5,002,224.00

Previous Change Orders: No. - to No. 1 \$533,628.54

Current Contract Price: \$5,535,852.54

Net decrease of this Change Order: \$89,686.64

Contract Price with this Change Order: \$5,446,165.90

CHANGE IN CONTRACT TIME:

Original Contract Time: Substantial Completion: November 24, 2021 Completion: December 31, 2021

Change from previous Change Orders: None 5 months

Current Contract Time: Substantial Completion: February 28, 2022 Completion: May 15, 2022

Net Increase of this Change Order: Approx. 5 Months

Contract Time with this Change Order: Substantial Completion: October 31, 2022 Completion: October 31, 2022

PREPARED BY: BAXTER & WOODMAN, INC.

By Douglas R. Snyder, P.E. Project Manager

APPROVED: VILLAGE OF SOMERS, WI

By George Stoner Village President

ACCEPTED: PTS CONTRACTORS, INC.

By Mark Schleis President Casey Ashman Officer

Change Order 2 Summary
 Sanitary Sewer West of the Divide - Phase 1
 Village of Somers, WI
 Project Number 190375.62

Changes In Work

Item	Unit Price	Total Cost
Reduction in Unit Price Work Due to Change Order 1 - See Pay Request 8		-\$153,503.03
36 "Casing Pipe -- Increase in Material Cost for 370 Feet of Additional Pipe	\$42.00	\$15,540.00
WE Energies Invoice to Remove Power Poles to Golf Course	\$5,882.72	\$5,882.72
Relay Drain Tile Near MH 3-20 and Staking	\$18,164.04	\$18,164.04
Fence Replacement Near Golf Course and Staking	\$6,334.13	\$6,334.13
Manhole Markers and 16-Inch Risers on 38 Manholes	\$450.00	\$17,100.00
Sanitary MH 4-9 Removed from Project after Manufacturing Base Section	\$795.50	\$795.50
Change Order Amount		-\$89,686.64



4075 EATON ROAD, GREEN BAY, WI 54311-9340
 (920) 468-5217 OFFICE (920) 468-4087 FAX

Subject: Somers Sanitary Change Order #2
 Sanitary Sewer West of the Subcontinental Divide - Phase 1

		Units	Quantity	Unit Price	Total
CO2.1	Additional 36" Steel Casing Material Pricing - Bores added post-bid, material cost increase	LF	370	\$ 42.00	\$ 15,540.00
CO2.2	We Energies Bill to Take Down Power Poles	LS	1	\$ 5,882.72	\$ 5,882.72
CO2.3	WE Energies Bill to Put Power Poles Back up and Reinstate Power	LS	1	\$ 16,332.51	\$ 16,332.51
CO2.4	Relay Drain Tile from MH 3-20 to centerline	T&M	1	\$ 17,492.04	\$ 17,492.04
CO2.5	Extra Staking Invoice #38165	LS	1	\$ 672.00	\$ 672.00
CO2.6	Manhole Markers - 4" PVC Pipe	EA	38	\$ 150.00	\$ 5,700.00
CO2.7	Additional 16" Section added to Manholes	EA	38	\$ 300.00	\$ 11,400.00
CO2.8	SAN MH 4-9 Base Manufactured before Elimination from Plans (SAN MH 4-9) because of moving SAN MH 4-10	EA	1	\$ 795.50	\$ 795.50
					\$ -
					\$ -
					\$ -

Grand Total Proposed Change Order #2 Sanitary \$ 73,814.77



We Energies
7815 Northwestern Ave.
Racine, WI 53406

www.we-energies.com

September 30, 2021

Maplecrest County Club
9401 18th St
Kenosha, WI 53144-4478

Subject: Invoice for electric facility relocation work at 9401 18th Street

Dear Dan Plebanek:

Thank you for contacting us about your electric facility relocation request at the above address.

Please review the following cost information:

- The cost for your electric facility relocation is: \$5,555.39. This amount is valid for 90 days from the date of this letter.
- Additional charges will apply if installation is needed from Dec.1 through March 31.
- The cost applies only to our electric facilities. If any other utilities need to be relocated, please contact the appropriate providers.
- Additional charges may apply if unusual or unforeseen conditions are encountered during the relocation.
- Any excavated area will be backfilled with existing soil at no cost to you. Surface restoration in the public right-of-way will be completed according to municipal guidelines. Additional restoration work you may have requested is included in your installation cost.
- If another quote is requested within 12 months, there may be a charge for preparing the new quote.

Please sign and return this letter, sketch and your payment in the envelope provided. Payment may also be made online by visiting www.we-energies.com/payconstructionbill or by phone at 855-570-0998. Your site is ready for service relocation when all items on the ready for service card are completed. We will schedule the relocation when we have the completed card and the municipal inspection or affidavit (if applicable).

If you have questions, please call me. I look forward to working with you to make your project a success.

Sincerely,

Randy Wrycza
Energy Services Representative
Phone #: 414-550-0094
Fax #: 262-884-6720

Accepted By: _____ Date: ___/___/___

Title: _____

Work Request #: 4707231

Enclosure

January 6, 2023

Brandi Baker, Village Clerk
Village of Somers
7511 12th Street
Somers, WI 53171

Subject: Sanitary Sewer West of Subcontinental Divide – Final Payment Recommendation

Dear Ms. Baker,

Enclosed is an application for final payment from PTS Contractors, Inc., Contractor, for the Sanitary Sewer West of the Subcontinental Divide – Phase 1 project. The following is our opinion of the amount due and payable to the Contractor following approval of Change Order 2:

Contract Price after CO 2	\$5,446,165.90
Work Completed to Date	\$5,446,165.90
Less Amount Retained	<u>(\$ 0.00)</u>
Subtotal	\$5,446,165.90
Less Previous Payments	<u>\$5,376,943.23</u>
Total Amount Due for Final Payment	\$ 69,222.67

We recommend payment to PTS Contractors, Inc. for \$69,222.67.

The following items are part of this application for payment:

- Lien waivers
- Warranty letter
- Maintenance Bond
- Sworn statement
- Consent to Surety

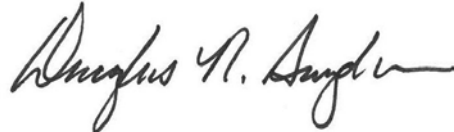
The following assets were added to the Sewer Utility for the \$5,450,680.35 identified above:

Item	Quantity	Unit
12" PVC Sanitary Sewer	2,377	LF
15" PVC Sanitary Sewer	199	LF
18" PVC Sanitary Sewer	1,578	LF
21" PVC Sanitary Sewer	1,966	LF
24" PVC Sanitary Sewer	12,260	LF
12" PVC Force Main	4,575	LF
4' Dia Manhole	20	EACH
5' Dia Manhole	34	EACH

Please call if you have any questions.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Douglas R. Snyder, P.E.

DRS/drs

Encs.

C/encs.: Jason J. Peters, JD/MPA, Administrator (email)
Shawn Kilgore, PTS Contractors, Inc. (email)

I:\CRYSTAL LAKE\SOMEV\190375-SEWER AND WATER WEST OF DIVIDE - PHASE 1\60- SANITARY SEWER\PAYMENTS\8\PR 8.DOC

Payment Request

Request for: Final Payment No: 8 Date: 1/4/2023
 (Partial/Final)

Project: Sanitary Sewer West of the Subcontinental Divide - Phase 1

Owner: Village of Somers

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

Original Contract Amount as Bid: \$ 5,002,224.00

Net Add (Deduct) by Revised Quantities: _____

Net Add (Deduct) by Change Order: \$ 448,456.35

Total Contract This Date \$ 5,450,680.35

Value of Work Completed to Date: \$ 5,446,165.90

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

Net Total \$ 5,446,165.90

Project on Schedule: XX Yes No 100% Complete

Record of Previous Pay Requests:

1	\$ 204,166.41	6	\$ 1,414,564.12
2	\$ 316,543.80	7	\$ 842,809.34
3	\$ 728,247.06	8	_____
4	\$ 1,246,856.56	9	_____
5	\$ 623,755.94	10	_____

Amount Previously Billed \$ 5,376,943.23

Amount Due This Request \$ 69,222.67

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

By: *Mark C. Scheris*
 PTS Contractors, Inc.

Engineers Approval: By: *Stephen P. Anglin*
 01-06-2023

Date: 1/4/2023

Owner's Approval
 for Payment: By: _____

*See Attachments

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

Village of Somers
 Sanitary Sewer West of the Subcontinental Divide - Phase 1
 Payment Request

Payment Request: 8
 Date: 1/4/2023

Total Completed \$ 5,446,165.90

PTS #	Bid Item #	Description	Units	Scheduled			Previous Request Totals		This Request Totals		Completed to Date			Balance to Finish	
				Qty	Unit Price	Amount	Qty	Amount	Qty	Amount	%	Qty	Amount	Amount	Qty
1	1.2	Mobilization	LS	1.00	\$ 266,000.00	\$ 266,000.00	1.00	\$ 266,000.00		\$ -	100%	1.00	\$ 266,000.00	\$ -	-
2	1.3	Preconstruction Video Recording	LS	1.00	\$ 18,350.00	\$ 18,350.00	1.00	\$ 18,350.00		\$ -	100%	1.00	\$ 18,350.00	\$ -	-
3	1.4	Construction Layout & Staking	LS	1.00	\$ 39,000.00	\$ 39,000.00	1.00	\$ 39,000.00		\$ -	100%	1.00	\$ 39,000.00	\$ -	-
4	1.5	Clearing & Grubbing	LS	1.00	\$ 41,200.00	\$ 41,200.00	1.00	\$ 41,200.00		\$ -	100%	1.00	\$ 41,200.00	\$ -	-
5	1.6	Drain Tile Removal & Replacement	EA	12.00	\$ 390.00	\$ 4,680.00	22.00	\$ 8,580.00		\$ -	183%	22.00	\$ 8,580.00	\$ (3,900.00)	(10.00)
	1.7	Sanitary Sewer (Open Cut)			\$ -	\$ -		\$ -		\$ -			\$ -	\$ -	-
6		24" Sanitary Sewer - Open Cut	LF	12,180.00	\$ 166.00	\$ 2,021,880.00	12,259.50	\$ 2,035,077.00		\$ -	101%	12,259.50	\$ 2,035,077.00	\$ (13,197.00)	(79.50)
7		21" Sanitary Sewer - Open Cut	LF	1,960.00	\$ 128.00	\$ 250,880.00	1,966	\$ 251,648.00		\$ -	100%	1,966.00	\$ 251,648.00	\$ (768.00)	(6.00)
8		18" Sanitary Sewer - Open Cut	LF	1,630.00	\$ 96.00	\$ 156,480.00	1,578	\$ 151,488.00		\$ -	97%	1,578.00	\$ 151,488.00	\$ 4,992.00	52.00
9		15" Sanitary Sewer - Open Cut	LF	230.00	\$ 99.00	\$ 22,770.00	199.00	\$ 19,701.00		\$ -	87%	199.00	\$ 19,701.00	\$ 3,069.00	31.00
10		12" Sanitary Sewer - Open Cut	LF	3,810.00	\$ 84.00	\$ 320,040.00	2,377.00	\$ 199,668.00		\$ -	62%	2,377.00	\$ 199,668.00	\$ 120,372.00	1,433.00
11		10" Sanitary Sewer - Open Cut	LF	20.00	\$ 137.00	\$ 2,740.00		\$ -		\$ -			\$ -	\$ 2,740.00	20.00
12		8" Sanitary Sewer - Open Cut	LF	30.00	\$ 340.00	\$ 10,200.00		\$ -		\$ -			\$ -	\$ 10,200.00	30.00
	1.8	Jacked Casing Pipe			\$ -	\$ -		\$ -		\$ -			\$ -	\$ -	-
13		36" Steel Jacked Casing Pipe	LF	330.00	\$ 703.00	\$ 231,990.00	850.00	\$ 597,550.00		\$ -	258%	850.00	\$ 597,550.00	\$ (365,560.00)	(520.00)
	1.9	Sanitary Sewer Manhole			\$ -	\$ -		\$ -		\$ -			\$ -	\$ -	-
14		5' Sanitary Sewer Manhole	VF	690.00	\$ 525.00	\$ 362,250.00	744.83	\$ 391,035.75		\$ -	108%	744.83	\$ 391,035.75	\$ (28,785.75)	(54.83)
15		4' Sanitary Sewer Manhole	VF	410.00	\$ 445.00	\$ 182,450.00	288.14	\$ 128,222.30		\$ -	70%	288.14	\$ 128,222.30	\$ 54,227.70	121.86
16		Watertight Frame & Lid	EA	10.00	\$ 835.00	\$ 8,350.00	12.00	\$ 10,020.00		\$ -	120%	12.00	\$ 10,020.00	\$ (1,670.00)	(2.00)
17		Drop Connection Sanitary Sewer Manhole	VF	26.00	\$ 820.00	\$ 21,320.00	23.54	\$ 19,302.80		\$ -	91%	23.54	\$ 19,302.80	\$ 2,017.20	2.46
18		Manhole Interior Epoxy Lining, 4'	VF	180.00	\$ 183.00	\$ 32,940.00		\$ -	180.00	\$ 32,940.00	100%	180.00	\$ 32,940.00	\$ -	-
19	1.1	Sanitary Sewer Service Line	EA	5.00	\$ 1,400.00	\$ 7,000.00		\$ -		\$ -			\$ -	\$ 7,000.00	5.00
20	1.11	Force Main, 12"	LF	4,590.00	\$ 48.00	\$ 220,320.00	4,575.00	\$ 219,600.00		\$ -	100%	4,575.00	\$ 219,600.00	\$ 720.00	15.00
21	1.12	Connection to Existing Sanitary Sewer or Manhole	EA	1.00	\$ 3,050.00	\$ 3,050.00	1.00	\$ 3,050.00		\$ -	100%	1.00	\$ 3,050.00	\$ -	-
22	1.13	Plug/Cap on Pipe Stub	EA	6.00	\$ 474.00	\$ 2,844.00	4.00	\$ 1,896.00		\$ -	67%	4.00	\$ 1,896.00	\$ 948.00	2.00
23	1.14	Removal & Replacement of Unsuitable Material	CY	2,000.00	\$ 47.00	\$ 94,000.00		\$ -		\$ -			\$ -	\$ 94,000.00	2,000.00

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

Village of Somers
 Sanitary Sewer West of the Subcontinental Divide - Phase 1
 Payment Request

Payment Request: 8
 Date: 1/4/2023

Total Completed \$ 5,446,165.90

PTS #	Bid Item #	Description	Units	Scheduled			Previous Request Totals		This Request Totals		Completed to Date			Balance to Finish	
				Qty	Unit Price	Amount	Qty	Amount	Qty	Amount	%	Qty	Amount	Amount	Qty
	1.15	Granular Backfill			\$ -	\$ -		\$ -		\$ -			\$ -	\$ -	-
24		24" Granular Backfill	LF	630.00	\$ 320.00	\$ 201,600.00	82.00	\$ 26,240.00		\$ -	13%	82.00	\$ 26,240.00	\$ 175,360.00	548.00
25		12" Granular Backfill	LF	130.00	\$ 317.00	\$ 41,210.00	124.00	\$ 39,308.00		\$ -	95%	124.00	\$ 39,308.00	\$ 1,902.00	6.00
	1.16	Backfill with Aggregate Slurry Material			\$ -	\$ -		\$ -		\$ -			\$ -	\$ -	-
26		24" Backfill with Aggregate Slurry Material	LF	140.00	\$ 355.00	\$ 49,700.00		\$ -		\$ -			\$ -	\$ 49,700.00	140.00
27	1.17	Temporary Hot-Mix Asphalt Pavement	SY	70.00	\$ 40.00	\$ 2,800.00		\$ -		\$ -			\$ -	\$ 2,800.00	70.00
	1.18	Pavement Restoration			\$ -	\$ -		\$ -		\$ -			\$ -	\$ -	-
28		HMA Road/Street	SY	70.00	\$ 92.00	\$ 6,440.00	117.11	\$ 10,774.12		\$ -	167%	117.11	\$ 10,774.12	\$ (4,334.12)	(47.11)
29		Gravel Driveway	SY	20.00	\$ 25.00	\$ 500.00		\$ -		\$ -			\$ -	\$ 500.00	20.00
30		Gravel Shoulder	LF	50.00	\$ 16.00	\$ 800.00		\$ -		\$ -			\$ -	\$ 800.00	50.00
31	1.19	Restoration of Unpaved Areas	LS	1.00	\$ 282,000.00	\$ 282,000.00	1.00	\$ 282,000.00		\$ -	100%	1.00	\$ 282,000.00	\$ -	-
	1.2	Erosion & Sedimentation Control			\$ -	\$ -		\$ -		\$ -			\$ -	\$ -	-
32		Silt Fence/Compost Filter Logs	LF	39,720.00	\$ 1.50	\$ 59,580.00	27,380.00	\$ 41,070.00		\$ -	69%	27,380.00	\$ 41,070.00	\$ 18,510.00	12,340.00
33		Inlet Protection Filter	EA	6.00	\$ 100.00	\$ 600.00		\$ -		\$ -			\$ -	\$ 600.00	6.00
34		Ditch Check	EA	12.00	\$ 105.00	\$ 1,260.00		\$ -		\$ -			\$ -	\$ 1,260.00	12.00
35		Stream Crossing	EA	2.00	\$ 10,000.00	\$ 20,000.00		\$ -		\$ -			\$ -	\$ 20,000.00	2.00
36	1.21	Traffic Control & Protection	LS	1.00	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00		\$ -	100%	1.00	\$ 15,000.00	\$ -	-
		Change Order #1	LS		\$ 533,628.54	\$ -	1.00	\$ 533,628.54		\$ -		1.00	\$ 533,628.54	\$ (533,628.54)	(1.00)
		Change Order #2 non unit price work	LS		\$ 63,816.39	\$ -	1.00	\$ 63,816.39		\$ -		1.00	\$ 63,816.39	\$ (63,816.39)	(1.00)
		Totals				\$ 5,002,224.00		\$ 5,413,225.90		\$ 32,940.00			\$ 5,446,165.90	\$ (443,941.90)	-

Total Pay Item Reduction From Bid = \$153,503.03 -- Note from Engineer on CO 2.

CERTIFICATE 00 62 76.01
SWORN STATEMENT
(SAMPLE FORM)

State of Wisconsin) ss.
 County of Brown)
 THE AFFIANT, Casey Ashman BEING FIRST DULY SWORN, ON OATH DEPOSES AND SAYS
 THAT HE/SHE IS Controller THAT PTS CONTRACTORS, INC., HAS
 (POSITION)
 CONTRACT WITH Village of Somers, OWNER Village of Somers FOR
Sanitary Sewer West of the Subcontinental Divide - Phase 1

(KIND OF WORK)
 ON THE FOLLOWING DESCRIBED PREMISES IN SAID COUNTY, TO-WIT: KENOSHA

THAT, FOR THE PURPOSE OF SAID CONTRACT, THE FOLLOWING PERSONS HAVE BEEN CONTRACTED WITH, AND HAVE FURNISHED, OR ARE FURNISHING AND PREPARING MATERIALS FOR, AND HAVE DONE OR ARE DOING LABOR ON SAID IMPROVEMENT. THAT THERE IS DUE AND TO BECOME DUE THEM, RESPECTIVELY, THE AMOUNTS SET OPPOSITE THEIR NAMES FOR MATERIALS OR LABOR AS STATED. THAT THIS IS A FULL, TRUE, AND COMPLETE STATEMENT OF ALL SUCH PERSONS, AND OF THE AMOUNTS PAID.

1	2	3	4	5	6	7
NAME AND ADDRESS	KIND OF WORK	ADJUSTED TOTAL CONTRACT INCL. EXTRAS AND CREDITS	TOTAL RETAINED INCLUDING THIS APPLICATION	NET PREVIOUSLY PAID	NET AMOUNT OF THIS PAYMENT	BALANCE TO BECOME DUE (INC. RETENTION)
Barricade Flasher	Traffic Control	\$3,848.00	\$0.00	\$3,848.00	\$0.00	\$0.00
Core & Main	Pipe Supplier	\$846,056.71	\$0.00	\$846,056.71	\$0.00	\$0.00
Super Aggregates	Stone Supplier	\$318,414.65	\$0.00	\$318,414.65	\$0.00	\$0.00
CVM	Video	\$17,875.00	\$0.00	\$17,875.00	\$0.00	\$0.00
All-Ways Contractors	Resoration/CMP	\$94,070.09	\$0.00	\$94,070.09	\$0.00	\$0.00
Interstate Tree	Clear/Grubb	\$43,516.44	\$0.00	\$43,516.44	\$0.00	\$0.00
NMB	Staking	\$41,957.44	\$0.00	\$41,957.44	\$0.00	\$0.00
Boremaster	Boring	\$406,800.00	\$0.00	\$406,800.00	\$0.00	\$0.00
Concrete Industries/County Materials	Manhole Supplier	\$176,366.83	\$0.00	\$176,366.83	\$0.00	\$0.00
Ferguson Waterworks	Castings Supplier	\$27,646.25	\$0.00	\$27,646.25	\$0.00	\$0.00
Great Lakes	Televise/Testing	\$73,914.76	\$0.00	\$73,914.76	\$0.00	\$0.00
TOTAL						

AMOUNT OF ORIGINAL CONTRACT	\$5,002,224.00	WORK COMPLETED TO DATE	\$5,446,165.90
EXTRAS TO CONTRACT	\$443,941.90	LESS % RETAINED	\$ -
TOTAL CONTRACT AND EXTRAS	\$5,446,165.90	MATERIAL STORED	\$ -
CREDITS TO CONTRACT	\$0.00	NEW AMOUNT EARNED	\$ 5,446,165.90
ADJUSTED TOTAL CONTRACT	\$5,446,165.90	NEW PREVIOUSLY PAID	\$ 5,376,943.23
		NET AMOUNT OF THIS PAYMENT	\$ 69,222.67
		BALANCE TO BECOME DUE (INC. RETENTION)	\$0.00

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

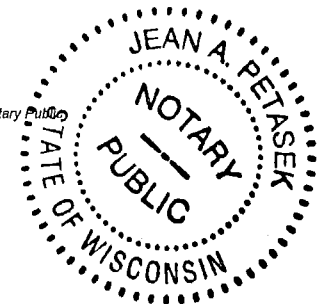
I agree to furnish Waivers of Lien for all materials under my contract when demanded.

Signed

Casey Ashman
 Controller
 (Position)

Subscribed and sworn to before me this 10th day of November 2021

Jean A. Petasek
 Notary Public



FINAL WAIVER of LIEN

To All Whom It May Concern:

Date: November 4, 2022

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

to furnish labor or material as Sewer/Water Utility Work

under a contract Village of Somers

for the improvements of the premises described as:

Sanitary Sewer West of the Subcontinental Divide - Phase 2

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

of Somers, State of Wisconsin

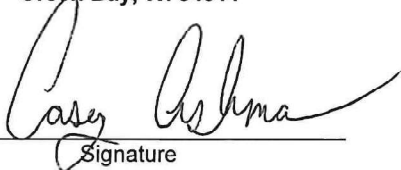
of which Village of Somers is the Owner.

NOW, THEREFORE, the 4th day of November 2022

For and in consideration paid simultaneously

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

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


Signature

Title: Contractor/Officer

Date: 11-04-2022

FINAL WAIVER of LIEN

To All Whom It May Concern:

Date: July 7, 2022

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

to furnish labor or material as Restoration/Landscaping Work

under a contract Village of Somers

for the improvements of the premises described as:

Sanitary Sewer West of the Subcontinental Divide - Phase 2

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

of Somers, State of Wisconsin

of which Village of Somers is the Owner.

NOW, THEREFORE, the 7th day of July 2022

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

All-Ways Contractors, Inc.

PO Box 798

Elm Grove, WI 53122



Signature

Title: _____

Date: 7/8/22

FINAL WAIVER of LIEN

To All Whom It May Concern:

Date: July 7, 2022

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

to furnish labor or material as Aggregates

under a contract Village of Somers

for the improvements of the premises described as:

Sanitary Sewer West of the Subcontinental Divide - Phase 2

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

of Kenosha, State of Wisconsin

of which Village of Somers is the Owner.

NOW, THEREFORE, the 7th day of July 2022

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

A.W. Oakes & Sons, Inc.
2000 Oakes Rd
Racine, WI 53406


Signature

Title: CFO/Vice President

Date: 7/7/2022

RECEIVED

FEB 21 2022

PIP

559-21-01

21-181

FINAL WAIVER of LIEN

To All Whom It May Concern:

Date: December 23, 2021

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

to furnish labor or material as Traffic Control Work

under a contract Village of Somers

for the improvements of the premises described as:

Sanitary Sewer West of the Subcontinental Divide - Phase 2

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

of Somers, State of Wisconsin

of which Village of Somers is the Owner.

NOW, THEREFORE, the 23rd day of December 2021

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

Barricade Flasher
6610 South 13th Street
Oak Creek, WI 53154

Jim Lampman
Signature

Title: Vice President Jim Lampman

Date: 3/1/22.

FINAL WAIVER of LIEN

To All Whom It May Concern:

Date: July 7, 2022

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

to furnish labor or material as Boring Work

under a contract Village of Somers

for the improvements of the premises described as:

Sanitary Sewer West of the Subcontinental Divide - Phase 2

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

of Somers, State of Wisconsin

of which Village of Somers is the Owner.

NOW, THEREFORE, the 7th day of July 2022

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

Boremaster, Inc.
N50 W23076 Betker Rd.
Pewaukee, WI 53072



Signature

Title: OPERATIONS MANAGER

Date: 07/07/22

FINAL WAIVER of LIEN

To All Whom It May Concern:

Date: July 7, 2022

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

to furnish labor or material as Pipe Supplier

under a contract Village of Somers

for the improvements of the premises described as:

Sanitary Sewer West of the Subcontinental Divide - Phase 2

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

of Somers, State of Wisconsin

of which Village of Somers is the Owner.

NOW, THEREFORE, the 7th day of July 2022

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

Core & Main
2100 Little Rapids
De Pere, WI 54115


Signature

Title: Jennifer Brooksher - Credit Manager

Date: July 7, 2022

FINAL WAIVER of LIEN

To All Whom It May Concern:

Date: July 7, 2022

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

to furnish labor or material as Concrete Pipe/Manholes

under a contract Village of Somers

for the improvements of the premises described as:

Sanitary Sewer West of the Subcontinental Divide - Phase 2

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

of Somers, State of Wisconsin

of which Village of Somers is the Owner.

NOW, THEREFORE, the 7th day of July 2022

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

County Materials
PO Box 100
Marathon, WI 54448


Signature

Title: Brian L. Abitz, Corporate Credit Manager

Date: July 7, 2022

FINAL WAIVER of LIEN

To All Whom It May Concern:

Date: April 26, 2021

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

to furnish labor or material as Preconstruction Video Work

under a contract Village of Somers

for the improvements of the premises described as:

Sanitary Sewer West of the Subcontinental Divide - Phase 2

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

of Somers, State of _____

of which Village of Somers is the Owner.

NOW, THEREFORE, the 26th day of April 2021

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

Construction Video Media, Inc.
PO Box 90
Romeo, MI 48065

Dwight C. Spengler

Signature

Title: President

Date: April 27, 2021

FINAL WAIVER of LIEN

To All Whom It May Concern:

Date: July 7, 2022

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

to furnish labor or material as Pipe Supplier

under a contract Village of Somers

for the improvements of the premises described as:

Sanitary Sewer West of the Subcontinental Divide - Phase 2

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

of Somers, State of Wisconsin

of which Village of Somers is the Owner.

NOW, THEREFORE, the 7th day of July 2022

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

Ferguson Waterworks
5350 N Richmond St
Appleton, WI 54913

Signature

Title: Market Credit Manager

Date: 07-07-2022

FINAL WAIVER of LIEN

To All Whom It May Concern:

Date: July 7, 2022

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

to furnish labor or material as Televising/Testing

under a contract Village of Somers

for the improvements of the premises described as:

Sanitary Sewer West of the Subcontinental Divide - Phase 2

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

of Somers, State of Wisconsin

of which Village of Somers is the Owner.

NOW, THEREFORE, the 7th day of July 2022

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

Great Lakes TV-Seal, Inc.
3600 Kewaunee Road
Green Bay, WI 54311



Signature

Title: President

Date: 7/7/22

FINAL WAIVER of LIEN

To All Whom It May Concern:

Date: May 5, 2022

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

to furnish labor or material as Clearing & Grubbing Work

under a contract Village of Somers

for the improvements of the premises described as:

Sanitary Sewer West of the Subcontinental Divide - Phase 2

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

of Somers, State of Wisconsin

of which Village of Somers is the Owner.

NOW, THEREFORE, the 5th day of May 2022

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

Interstate Tree Land Clearing Co.

W336 S1596 Wolf Road

Oconomowoc, WI 53066

Mad. Hor
Signature

Title: General Manager

Date: 5-9-22

FINAL WAIVER of LIEN

To All Whom It May Concern:

Date: July 7, 2022

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

to furnish labor or material as Boring/Tunnel Work

under a contract Village of Somers

for the improvements of the premises described as:

Sanitary Sewer West of the Subcontinental Divide - Phase 2

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

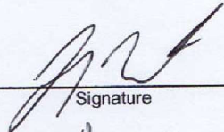
of Somers, State of Wisconsin

of which Village of Somers is the Owner.

NOW, THEREFORE, the 7th day of July 2022

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

M&E Construction LLC
N3748 Uni Dr
Freedom, WI 54130


Signature

Title: Owner

Date: 7-8-22

FINAL WAIVER of LIEN

To All Whom It May Concern:

Date: July 7, 2022

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

to furnish labor or material as Fence Installation Work

under a contract Village of Somers

for the improvements of the premises described as:

Sanitary Sewer West of the Subcontinental Divide - Phase 2

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

of Somers, State of Wisconsin

of which Village of Somers is the Owner.

NOW, THEREFORE, the 7th day of July 2022

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

Mano Fencing
1830 Charles Street
Racine, WI 53404

Kristine Panku
Signature

Title: office manager

Date: 7/7/22

FINAL WAIVER of LIEN

To All Whom It May Concern:

Date: February 9, 2022

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

to furnish labor or material as Staking

under a contract Village of Somers

for the improvements of the premises described as:

Sanitary Sewer West of the Subcontinental Divide - Phase 2

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

of Somers, State of Wisconsin

of which Village of Somers is the Owner.

NOW, THEREFORE, the 9th day of February 2022

For and in consideration paid simultaneously

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

Nielsen Madsen + Barber
1458 Horizon Blvd, Suite 200
Racine, WI 53406


Signature

Title: President

Date: February 14, 2022

FINAL WAIVER of LIEN

To All Whom It May Concern: Date: June 30, 2022

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

to furnish labor or material as Aggregate Supplier

under a contract Village of Somers

for the improvements of the premises described as:

Sanitary Sewer West of the Subcontinental Divide - Phase 2

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

of Somers, State of Wisconsin

of which Village of Somers is the Owner.

NOW, THEREFORE, the 30th day of June 2022

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

Super Aggregates
5435 Bull Valley Rd
McHenry, IL 60050



Signature

Title: pres

Date: 6.30.22



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

November 4, 2022

Warranty for Somers – SANITARY SEWERS WEST OF THE
SUBCONTINENTAL DIVIDE – PHASE 1

Owner: Village of Somers
Location: Somers, WI
Date of warranty start: January 31, 2022
Today's Date: November 4, 2022

PTS Contractors, Inc. warrants to the owner of the SANITARY SEWERS WEST OF THE SUBCONTINENTAL DIVIDE – PHASE 1 that all of the work performed by the General Contractor for WATER MAINS WEST OF THE SUBCONTINENTAL DIVIDE – PHASE 1 are warranted and guaranteed to be of good quality, free from defects in workmanship, and in conformance with the drawings and specifications. For a period of (three years) from January 31, 2022, the date of acceptance of the property by the Owner, PTS Contractors, Inc. agrees to repair, replace or coordinate with the Subcontractors all of the work which may prove to be defective in workmanship during this warranty period. Repairs made necessary by normal wear or damage by others are not part of this warranty.

The General Contractor is:

PTS Contractors, Inc.
4075 Eaton Road
Green Bay, WI 54311-9340
(920) 468-5217
(920) 468-4087 (Fax)!

Sincerely,

Mark C. Schleis

PTS Contractors, Inc.



MAINTENANCE BOND

Bond 354225471

KNOW ALL BY THESE PRESENTS, That we, PTS Contractors, Inc.

as Principal, and Liberty Mutual Insurance Company,

a corporation organized under the laws of the State of Massachusetts and duly authorized to do business in the State of Wisconsin, as Surety, are held and firmly bound unto Village of Somers

as Obligece, in the penal sum of Two Hundred Seventy-two Thousand Five Hundred Thirty-four Dollars And Zero Cents (\$272,534.00)

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

WHEREAS, the said Principal entered into a Contract with the

Village of Somers dated January 12, 2021

for Sanitary Sewers West of the Subcontinental Divide - Phase 1, Somers, WI

WHEREAS, said Contract has been completed, and was approved on 31st day of January, 2022.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall guarantee that the work will be free of any defective materials or workmanship which became apparent during the period of three year(s) following completion of the Contract then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Signed and sealed this 2nd day of November, 2022.

PTS Contractors, Inc.

Steve C. Horn, Vice-President

(Seal)

Casey Ashman, Corporate Secretary

(Seal)

(Seal)

Liberty Mutual Insurance Company

By Roxanne Jensen

Roxanne Jensen

Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: 8208139-354019

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of June, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of June, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of November, 2022.



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



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

MEETING DATE: January 10, 2023

TO: Village President Stoner and Village Trustees

PREPARED BY: Brandi Baker, Clerk/Treasurer

AGENDA ITEM: #14 Action on recommendation to approve operator licenses for Shane Stankovitch, Marissa Chon, Leeann Greene, and Mikel Siphaxay

BACKGROUND:

Shane Stankovitch, Marissa Chon, Leeann Greene, and Mikel Siphaxay has applied for operators' licenses for the Village of Somers. No discrepancies with the applications.

PRIOR ACTION TAKEN:

None.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

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

“Motion to approve Operator Licenses: Shane Stankovitch, Marissa Chon, Leeann Greene, and Mikel Siphaxay”

ATTACHMENTS:

NONE