

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

**Village Work Session Meeting  
Agenda  
Tuesday, January 17, 2023  
5:30 p.m.**

<b>Village Board Work Session Meeting:</b>	
<b>Item #</b>	
1	Call to Order
2	President & Trustee Reports
3	Presentation from County Supervisor Dave Geertsen
4	<p>Discuss Plan Commission Recommendations (GRACE35 LLC &amp; Home Inspired II):</p> <ul style="list-style-type: none"> <li>a. Request by: GRACE35 LLC, 8315 18th St, Kenosha, WI 53144 (Owner), William A. Morris, 5313 87th Pl., Pleasant Prairie, WI 53158 (Agent), for an amendment to the land use plan map for the Village of Somers (Map 80) as adopted in the Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035 from "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. (For informational purposes only, this property is located directly east of and adjacent to the Somers Village/Town Hall property).</li> <li>b. Request by: GRACE35 LLC, 8315 18th St, Kenosha, WI 53144 (Owner), William A. Morris, 5313 87th Pl., Pleasant Prairie, WI 53158 (Agent), for 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. (For informational purposes only, this property is located directly east of and adjacent to the Somers Village/Town Hall property).</li> <li>c. Request by: GRACE35 LLC, 8315 18th St, Kenosha, WI 53144 (Owner), William A. Morris, 5313 87th Pl., Pleasant Prairie, WI 53158 (Agent), for 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</li> </ul>

	<p>Somers. (For informational purposes only, this property is located directly east of and adjacent to the Somers Village/Town Hall property).</p> <p>d. Review proposed Development Agreement between the Village of Somers and Home Inspired II LLC for “Home Inspired Senior Living Center”, A Proposed CBRF Facility Being a Part of Section 19, Town 2 North, Range 23 East</p>
5	Discussion on revised Special Event and Cabaret Ordinances
6	Discuss and review request from Chief Andersen to sell out of service 2000 Medtec Ambulance
7	Discuss and review proposal to hold a Somers Community Outreach Day
8	Review tentative agenda for Village Board meeting on January 24, 2023
9	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 17, 2023, Village Work Session & Agenda in 1 public place & on the Village website.

Dated this 13th 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  
VILLAGE BOARD  
WORK SESSION ITEM MEMORANDUM**

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**WORK SESSION:** January 17<sup>th</sup>, 2023

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

**PREPARED BY:** Jason J. Peters, Administrator

**AGENDA ITEM:** #3 Presentation from County Supervisor Dave Geertsen

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**BACKGROUND:**

County Supervisor Dave Geertsen has requested some time at our January 17<sup>th</sup> Work Session to give the Board an updated on the Kenosha County Board of Supervisors.

**ATTACHMENTS:**

None

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

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**WORK SESSION:** January 17<sup>th</sup>, 2023

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

**PREPARED BY:** Jason J. Peters, Administrator

**AGENDA ITEM:** #4 Discuss Plan Commission Recommendations (GRACE35 LLC):

- a. Request by: GRACE35 LLC, 8315 18th St, Kenosha, WI 53144 (Owner), William A. Morris, 5313 87th Pl., Pleasant Prairie, WI 53158 (Agent), for an amendment to the land use plan map for the Village of Somers (Map 80) as adopted in the Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035 from "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. (For informational purposes only, this property is located directly east of and adjacent to the Somers Village/Town Hall property).
- b. Request by: GRACE35 LLC, 8315 18th St, Kenosha, WI 53144 (Owner), William A. Morris, 5313 87th Pl., Pleasant Prairie, WI 53158 (Agent), for 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. (For informational purposes only, this property is located directly east of and adjacent to the Somers Village/Town Hall property).
- c. Request by: GRACE35 LLC, 8315 18th St, Kenosha, WI 53144 (Owner), William A. Morris, 5313 87th Pl., Pleasant Prairie, WI 53158 (Agent), for 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. (For informational purposes only, this property is located directly east of and adjacent to the Somers Village/Town Hall property).

- d. Review proposed Development Agreement between the Village of Somers and Home Inspired II LLC for “Home Inspired Senior Living Center”, A Proposed CBRF Facility Being a Part of Section 19, Town 2 North, Range 23 East

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**BACKGROUND:**

Administration and Planning began meeting with representatives of Grace35LLC and Home Inspired in March of 2022 to discuss the possibility of bringing a new development on Tax Parcel #82-4-222-161-0106. Grace35LLC is the former owner of the existing facility located to the east at 1201 Village Centre Drive. Home Inspired has purchased the facility at 1201 Village Centre Drive and would like to build a 40-bed CBRF (Community-Based Residential Facility)/assisted living facility, to the parcel directly east of the Village/Town Hall.

The proposed building would be approximately 25,000 sq. ft. and would require the following for approval:

- Comp Plan change from Mixed Use to Government/Institutional;
- Rezone from B-2 to I-1; and
- Site Plan and Exterior fenestration.

**UPDATE:**

The Developer presented their concept to the Plan Commission at their June 13<sup>th</sup> meeting. Based on this meeting the Developer submitted their applications for formal approval for their Comp Plan Change, Rezone, and Site Plan and Exterior Fenestration. The Plan Commission heard the above-mentioned requests and held the requisite public hearings at their December 12<sup>th</sup> meeting. There were no public comments. The main issue raised by the Plan Commission was to install stop signs on Village Center Road. The Developer’s agreed to install the requested signs. The Plan Commission’s recommendation was to approve the requests for Comp Plan Change (7-0), Rezone (7-0), and Site Plan and Exterior fenestration (7-0).

The Board reviewed and discussed this project at our January 3<sup>rd</sup> Work Session. After this meeting there was some confusion over who would be operating this new facility. As stated above, Home Inspired purchased the current standing facility. They have been running this for about a year. Home Inspired will be closing on the parcel in question (now owned by GRACE35) in March and will be running the new facility. GRACE35 will not be a part of the operations of the new facility.

Home Inspired has also provided an updated set of plans that clearly indicates the landscaping and includes the photometrics.

Attorney Davison also provided some insight as to the questions posed on whether the facility could be changed into another use and whether a deed restriction should be requested. Under the I-1 Institutional Zoning District requirements it would not be possible to convert the proposed facility into any of the possible uses which were

discussed without a zoning change. It would be possible to convert the building into a medical clinic. As a zoning change would be needed, it will not be necessary to either require deed restrictions or additional language in the proposed development agreement.

#### COMMENTS:

Administrator Peters would like to point out that this is a “TID out” development. Attorney Davison has drafted the proposed Development Agreement. This agreement has been provided to the Developer’s representatives. Staff would request that the above referenced requests be placed on our January 24th Board Meeting for action.

#### ATTACHMENTS:

Home Inspired Planning Memo dated 11.29.2022

Home Inspired Engineering Memo dated 12.06.2022

Home Inspired Planning Commission Minutes dated 12.12.2022

Home Inspired Comp Plan Application

Home Inspired Rezoning Application

Home Inspired Updated Plans

Home Inspired Proposed Development Agreement



# COUNTY OF KENOSHA

## Division of Planning & Development

Andy M. Buehler, Director  
Division of Planning & Development  
19600 75<sup>th</sup> 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 29, 2022  
**MTG DATE:** December 12, 2022  
**APP DATE:** October 28, 2022  
**RE:** Home Inspired II – CBRF Facility

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### BACKGROUND:

1. Petitioner/Agent: William A Morris, Architect
2. Property Owner: GRACE35 LLC
3. Location/Address: 729-819 17<sup>th</sup> St.
4. Tax key Number: 82-4-222-161-0106
5. Area: 1.03 acres
6. Existing Zoning: B-2 Community Business Dist.
7. Proposed Zoning: I-1 Institutional Dist.
8. Current Land Use: Mixed Use
9. Proposed Land Use: Governmental and Institutional

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### OVERVIEW:

The Petitioner is proposing to construct a 40-bed CBRF (Community-Based Residential Facility)/assisted living facility, to be located at 1200 Village Centre Drive (directly east of and adjacent to the Somers Village/Town Hall property). This project was first presented to the Plan Commission for conceptual approval in June 2022 and received overall positive support. The proposed development has been designed to match the look and layout of the existing facility located to the east at 1201 Village Centre Drive. The Petitioner is seeking formal approvals of a comprehensive land use plan amendment from ‘Mixed Use’ to ‘Governmental and Institutional’, a rezoning of the parcel from B-2 Community Business Dist. to I-1 Institutional Dist., and approvals of the site plan and building fenestration.

### PLANNER COMMENTS:

The proposed facility is proposed to be 24,710 square feet in area with an overall building height of approximately 32’ (60’ height maximum allowed in the I-1 zoning district). The proposed building meets required street, side, and rear yard setback minimums for the I-1 zoning district (65’ from CTH “E”, 30’ from Village Centre Drive, 30’ from the dedicated street right-of-way along the west side, and 25’ from the south (rear) lot line).

The submitted exterior rendering of the building shows that it will be comprised primarily of lannon stone, matching the appearance, colors and materials of the existing facility located to the east at 1201 Village Centre Drive.

Access into the site is shown to come from two driveways off Village Centre Drive on the east side of the site, mirroring the access points for the existing facility to the east. The existing two drive access points



# COUNTY OF KENOSHA

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onto the shared roadway between the subject site and the Village/Town Hall property are shown to be removed.

The submitted site plan shows a total of 18 surface parking spaces, three more spaces than the existing facility to the east. Parking spaces are shown to be sized at 10'x20' (Village ordinance requires a minimum size of 9'x18'). Because the parking lot is adjacent to a residential use to the south, Village ordinance requires a minimum pavement setback of 20' from the lot line (the submitted site plan illustrates the required 20' parking setback line, but shows the driveway pavement to be 14.27' from the south lot line). It is recommended the site plan be revised to meet the 20' pavement setback requirement from the south lot line.

The site plan shows there will be a trash enclosure area with two dumpsters located on the south side of the building, at the west end of the proposed service driveway running along the south side of the building (a mirror image of the existing site to the east). Details of the enclosure's proposed materials were not included in the submitted plans and will need to be provided for review and approval.

Although the submitted plans include a sheet showing conceptual landscaping throughout the site, a formal landscape plan was not submitted for review. The Village zoning ordinance requires submittal of a landscape plan prepared by a registered Landscape Architect for all new development or redevelopment that addresses the minimum requirements contained in Section ZN 3.19 of the Village of Somers zoning ordinance. The Petitioner will need to submit a professionally drawn landscape plan for review and approval. It should be noted that the site contains existing mature vegetation along the south lot line between the proposed development and existing residential buildings. The submitted landscaping plan should consider this existing mature vegetation and preserve it to the greatest extent possible to screen the proposed development from residential buildings.

A photometric plan was not submitted for review. The Petitioner will need to be submit a photometric plan to ensure compliance with Section ZN 3.18 (Exterior Lighting Standards) of the Village of Somers zoning ordinance. All site lighting (ground and building mounted fixtures) must be fully shielded, cut-off type fixtures and illumination intensity shall not exceed 0.5 footcandle at the property line.

### **STAFF RECOMMENDATION:**

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

1. Subject to revising the site plan to meet the required 20' pavement setback from south lot line.
2. Subject to submitting a landscape plan that has been prepared by a registered Landscape Architect for review and approval.
3. Subject to submitting a site photometric plan for review and approval.
4. Subject to submitting details of the proposed trash enclosure area to ensure compliance with Chapter 18 of Village ordinance.
5. Subject to receiving any necessary stormwater plan approval by the Village of Somers engineer.
6. Subject to implementation of a Developer's Agreement between the Petitioner and the Village of Somers.

## **Review Comments and Request for Additional Information**

### **Home Inspired II**

Village of Somers

December 6, 2022

Attached are the cover sheets of the reviewed preliminary plan set and storm water management plan (SWMP), dated November 16, 2022. Please provide or change the following items:

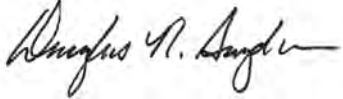
#### Plan Set Comments

1. Final Plans: Provide a printed set to the building inspector that has the engineers seal and signature. Provide an identical digital set for review
2. Provide Kenosha County comments and approval for work in the CTH E right-of-way.
3. Conform all materials to match those in the Village of Somers Development Standards (<https://www.somers.org/wp-content/uploads/2013/10/Village-of-Somers-Development-Standards.pdf>) and the Village's Standard Material specifications (attached).
4. Provide a site lighting plan with photometric analysis and details of the exterior fixtures.
5. Provide a site landscaping plan.
6. List the survey datum on the plan set. All elevations must use NGVD 29 datum per Village ordinances.
7. Provide the WPDES Construction Site Stormwater Runoff Permit, when granted coverage by the Wisconsin DNR.
8. Confirm the needs of the Fire Chief are met.
9. On Sheet C102 (Site Demolition Plan), extend curb and gutter removal in 75<sup>th</sup> Avenue to southerly end of the existing pavement.
10. On Sheets C104 (Site Utility Plan):
  - a. Provide written documentation from the owner of the private sanitary sewer and storm sewers to allow the connections to be made as shown on the plan set.
  - b. Show tapping sleeve at point of water service connection to the Village's main in the CTH E right-of-way. See the Village's Standard Material Specifications for required type of tapping sleeve.
  - c. Show sampling manhole on the sanitary building sewer and include a detail drawing of the sampling manhole with an external frame/chimney seal.
11. On Sheet C106 (Site Grading & Erosion Control Plan):
  - a. Add second curb flumes along north and east curbs of the parking lot as backups.
  - b. Add riprap or alternative reinforcement to all curb flumes.
  - c. Add additional spot grades and contours in the landscape area along Village Centre Drive to confirm drainage from the curb flume(s) to the outlet storm sewer.
  - d. Show additional spot grades along the southern property line to confirm drainage.
  - e. Show the location of the emergency spillway in the dry detention basin and provide detail of the spillway with reinforcement.
11. On Sheet C107 (Pavement Grading Plan), show curb/gutter and pavement restoration in 75<sup>th</sup> Avenue and related spot grades. Provide related details.

SWMP Comments

1. In the SWMP narrative:
  - a. The Village requires reducing the peak runoff rate from the 100-year, 24-hour event to a least the 10-year, 24-hour event. This needs to be noted in the narrative and demonstrated in the calculations.
  - b. In addition to the overall site peak discharge analysis provided, include analyses demonstrating the following:
    - i. The peak discharge rates to the main storm sewer outfall will not increase from the existing conditions (Sub-basin PRE-1) under the proposed conditions (Sub-basins DEV-1 and DEV-2).
    - ii. The peak discharge rates to the overall Village Centre storm sewer system will not increase from the existing conditions (Sub-basins PRE-1 and PRE-4) under the proposed conditions (Sub-basins DEV-1, DEV-2, DEV-3 and DEV-4).
  - c. Explain the emergency conditions modeled for peak runoff rates and the results of the modeling.
2. In Appendix "C" (WinSLAMM Calculations): For the calculations showing the pollutant reductions from the swales and catch basin, the land use areas listed as tributary to the BMPs totals 2.343 acres. From the Post-Developed Conditions Drainage Map, the areas tributary to the BMPs (Sub-basins DEV-1, DEV-2 and DEV-3) totals 2.17 acres. Sub-basin DEV-4 does not appear to be tributary to any on-site treatment.

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



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Douglas R. Snyder, PE



**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 15<sup>th</sup> Street, Kenosha, WI 53144 (Owner), Jon Oelke, 9815 15<sup>th</sup> 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 15<sup>th</sup> Street, Kenosha, WI 53144 (Owner), Jon Oelke, 9815 15<sup>th</sup> 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 87<sup>th</sup> 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 1<sup>st</sup> 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 13<sup>th</sup> 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

## VILLAGE OF SOMERS COMPREHENSIVE PLAN MAP AMENDMENT APPLICATION

(a) Property Owner's Name:

Grace35 LLC

x \_\_\_\_\_  
Signature

Mailing Address:

8315 18th St

City: Pleasant Prairie

State: WI Zip: 53144

Phone Number: (815) 931-2884 E-mail (optional): anup211@gmail.com

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

Applicant's Name (if applicable):

William Morris

x   
Signature

Mailing Address:

5313 87th Place

City: Pleasant Prairie

State: WI Zip: 53158

Phone Number: (262) 942-1341 E-mail (optional): wmorr@wi.rr.com

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

Mixed Use

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

Institutional



# VILLAGE OF SOMERS

May 2015

## VILLAGE OF SOMERS COMPREHENSIVE PLAN MAP AMENDMENT APPLICATION

(a) Property Owner's Name:

Grace35 LLC

x \_\_\_\_\_  
Signature

Mailing Address:

8315 18th St

City: Pleasant Prairie

State: WI

Zip: 53144

Phone Number: (815) 931-2884 E-mail (optional): anup211@gmail.com

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

Applicant's Name (if applicable):

William Morris

x \_\_\_\_\_  
Signature

Mailing Address:

5313 87th Place

City: Pleasant Prairie

State: WI

Zip: 53158

Phone Number: (262) 942-1341 E-mail (optional): wmorr@wi.rr.com

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

Mixed Use

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

Institutional

VILLAGE OF SOMERS COMPREHENSIVE PLAN MAP AMENDMENT APPLICATION

(d) Proposed use (a statement of intended use and/or the type, extent, area, etc. of any development project):  
Community Based Residential Facility

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

(e-1) Is the proposed amendment consistent with the goals, objectives, policies, and programs of this plan? Explain:  
Yes. The proposed development is identical in nature the CBRF to the East of it.

VILLAGE OF SOMERS COMPREHENSIVE PLAN MAP AMENDMENT APPLICATION

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

Yes. The proposed development is identical in nature the CBRF to the East of it.

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

No. The site is currently vacant and does not conation any wetlands, floodplains, or woodlands.

VILLAGE OF SOMERS COMPREHENSIVE PLAN MAP AMENDMENT APPLICATION

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

Yes. There is a demand for additional CBRF facilities within the Village of Somers.

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

Yes.

VILLAGE OF SOMERS COMPREHENSIVE PLAN MAP AMENDMENT APPLICATION

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

Yes.

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

VILLAGE OF SOMERS COMPREHENSIVE PLAN MAP AMENDMENT APPLICATION

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

82-4-22-161-0106 Certified Survey Map No. 1906, recorded in the Kenosha County Register of Deeds office on August 15, 1996 as Document No. 1032999; being a part of the Northeast 1/4 of the Northeast 1/4 of Section 16, Town 2 North, Range 22 East, in the Village of Somers, Kenosha County, Wisconsin.

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

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

Request for Land Use Plan Map Amendment (payable to "Kenosha County") .....\$1,435.00

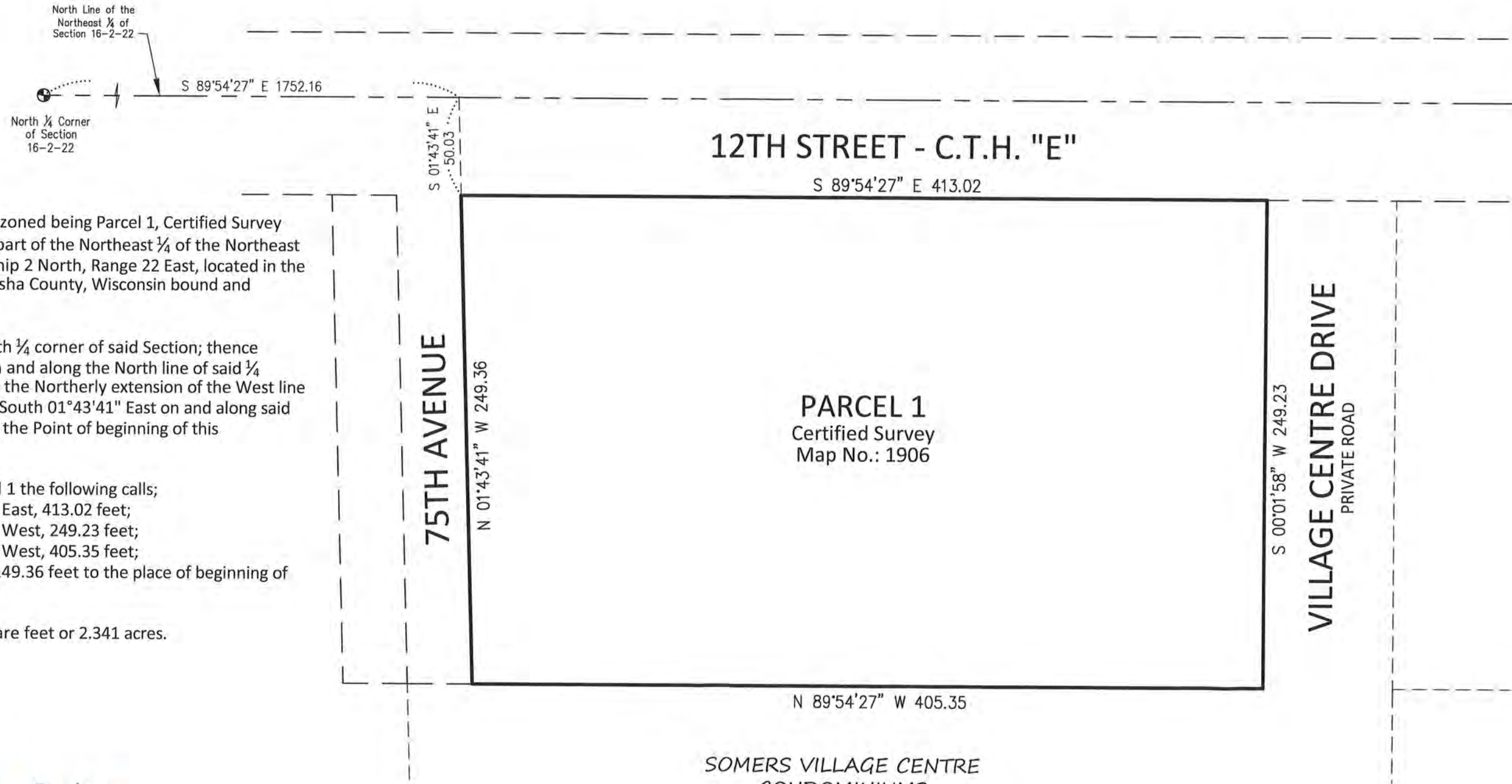
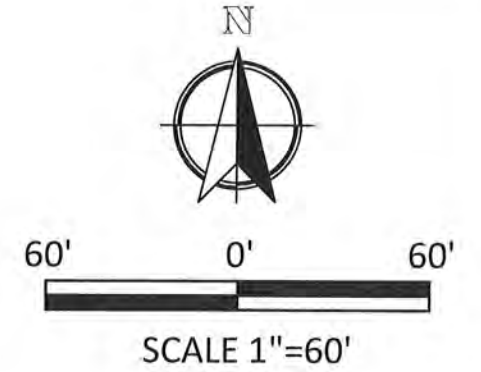
VILLAGE OF SOMERS COMPREHENSIVE PLAN MAP AMENDMENT APPLICATION

**IMPORTANT TELEPHONE NUMBERS**

Kenosha County Center Department of Planning & Development 19600 - 75 <sup>th</sup> Street, Suite 185-3 Bristol, Wisconsin 53104	
Division of County Development (including Sanitation & Land Conservation).....	<b>857-1895</b>
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

# REZONING / COMP PLAN AMENDMENT EXHIBIT

Lands to be Rezone from B-2 Community Business District to I-1 Institutional District and Land use to be amended from mixed use to Institutional Village of Somers, Kenosha County Wisconsin



An area of land to be rezoned being Parcel 1, Certified Survey Map No. 1906, being a part of the Northeast 1/4 of the Northeast 1/4 of Section 16, Township 2 North, Range 22 East, located in the Village of Somers, Kenosha County, Wisconsin bound and described as follows;

commencing at the North 1/4 corner of said Section; thence South 89°54'27" East on and along the North line of said 1/4 Section, 1752.16 feet to the Northerly extension of the West line of said Parcel 1; thence South 01°43'41" East on and along said extension, 50.03 feet to the Point of beginning of this description;

thence along said Parcel 1 the following calls;  
 thence South 89°54'27" East, 413.02 feet;  
 thence South 00°01'58" West, 249.23 feet;  
 thence North 89°54'27" West, 405.35 feet;  
 North 01°43'41" West, 249.36 feet to the place of beginning of this description.

Containing 101,981 square feet or 2.341 acres.

1:07:38 PM

Thursday, October 27, 2022



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

SOMERS VILLAGE CENTRE  
 CONDOMINIUMS

Drawn By: RRH  
 DATE: 10-27-2022  
 2010.0126.05  
 Home Inspired II CBRF



1 Inch = 150 Feet



# VILLAGE OF SOMERS

## Department of Planning and Development

### REZONING APPLICATION

(a) Property Owner's Name:

Grace35 LLC

Print Name: Anup Patel

Signature: \_\_\_\_\_

Mailing Address: 8315 18th St

City: Kenosha

State: WI

Zip: 53144

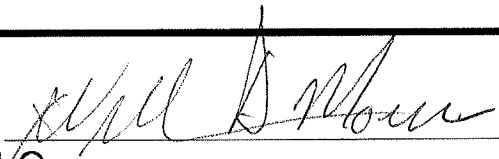
Phone Number: (815) 931-2884

E-mail (optional): anup211@gmail.com

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

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

Print Name: William Morris

Signature: 

Business Name: William A. Morris Architect LLC

Mailing Address: 5313 87th Place

City: Pleasant Prairie

State: WI

Zip: 53158

Phone Number: (262) 942-1341

E-mail (optional): wmorr@wi.rr.com

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

82-4-22-161-0106

Property Address of property to be rezoned:

1200 Village Centre Drive, Somers, WI 53144

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

32 Room - Community Based Residential Facility (CBRF).



# VILLAGE OF SOMERS

## Department of Planning and Development

### REZONING APPLICATION

(a) Property Owner's Name:

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Signature: \_\_\_\_\_

Business Name: William A. Morris Architect LLC

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

32 Room - Community Based Residential Facility (CBRF).

**REZONING APPLICATION**

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

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

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

<input type="checkbox"/> A-1 Agricultural Preservation District	<input type="checkbox"/> B-1 Neighborhood Business District
<input type="checkbox"/> A-2 General Agricultural District	<input type="checkbox"/> B-2 Community Business District
<input type="checkbox"/> A-3 Agricultural Related Manufacturing, Warehousing and Marketing District	<input type="checkbox"/> B-3 Highway Business District
<input type="checkbox"/> A-4 Agricultural Land Holding District	<input type="checkbox"/> B-4 Planned Business District
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<input type="checkbox"/> R-4 Urban Single-Family Residential District	<input type="checkbox"/> M-2 Heavy Manufacturing District
<input type="checkbox"/> R-4.5 Urban Single-Family Residential District	<input type="checkbox"/> M-3 Mineral Extraction District
<input type="checkbox"/> R-5 Urban Single-Family Residential District	<input type="checkbox"/> M-4 Sanitary Landfill and Hazardous Waste Disposal District
<input type="checkbox"/> R-6 Urban Single-Family Residential District	<input checked="" type="checkbox"/> I-1 Institutional District
<input type="checkbox"/> R-7 Suburban Two-Family and Three-Family Residential District	<input type="checkbox"/> PR-1 Park-Recreational District
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<input type="checkbox"/> R-12 Mobile Home/Manufactured Home Park-Subdivision District	<input type="checkbox"/> AO Airport Overlay District
	RC Rural Cluster Development Overlay District

**REZONING APPLICATION**

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

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

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

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

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

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

Supervisory District Number: 15 County Board Supervisor: Dave Geertsen

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

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

(For other fees see the Fee Schedule)

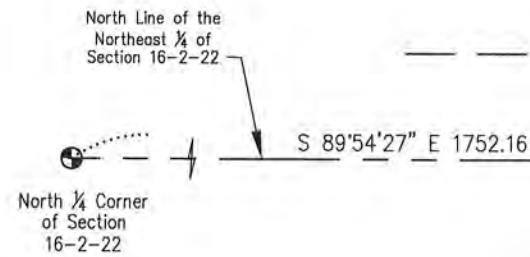
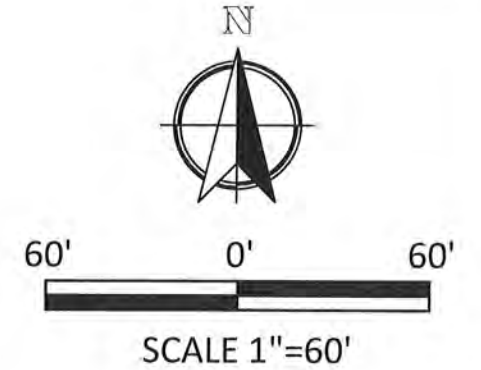
**Note: Agricultural Use Conversion Charge**

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

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

# REZONING / COMP PLAN AMENDMENT EXHIBIT

Lands to be Rezone from B-2 Community Business District to I-1 Institutional District and Land use to be amended from mixed use to Institutional Village of Somers, Kenosha County Wisconsin



12TH STREET - C.T.H. "E"

S 89°54'27" E 413.02

S 01°43'41" E  
50.03

75TH AVENUE

N 01°43'41" W 249.36

**PARCEL 1**  
Certified Survey  
Map No.: 1906

S 00°01'58" W 249.23

VILLAGE CENTRE DRIVE  
PRIVATE ROAD

N 89°54'27" W 405.35

SOMERS VILLAGE CENTRE  
CONDOMINIUMS

An area of land to be rezoned being Parcel 1, Certified Survey Map No. 1906, being a part of the Northeast 1/4 of the Northeast 1/4 of Section 16, Township 2 North, Range 22 East, located in the Village of Somers, Kenosha County, Wisconsin bound and described as follows;

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Containing 101,981 square feet or 2.341 acres.

1:07:38 PM

Thursday, October 27, 2022



Nielsen Madsen + Barber

CIVIL ENGINEERS AND LAND SURVEYORS

1458 Horizon Blvd. Suite 200, Racine, WI. 53406  
Tele: (262)634-5588 Website: www.nmbssc.net

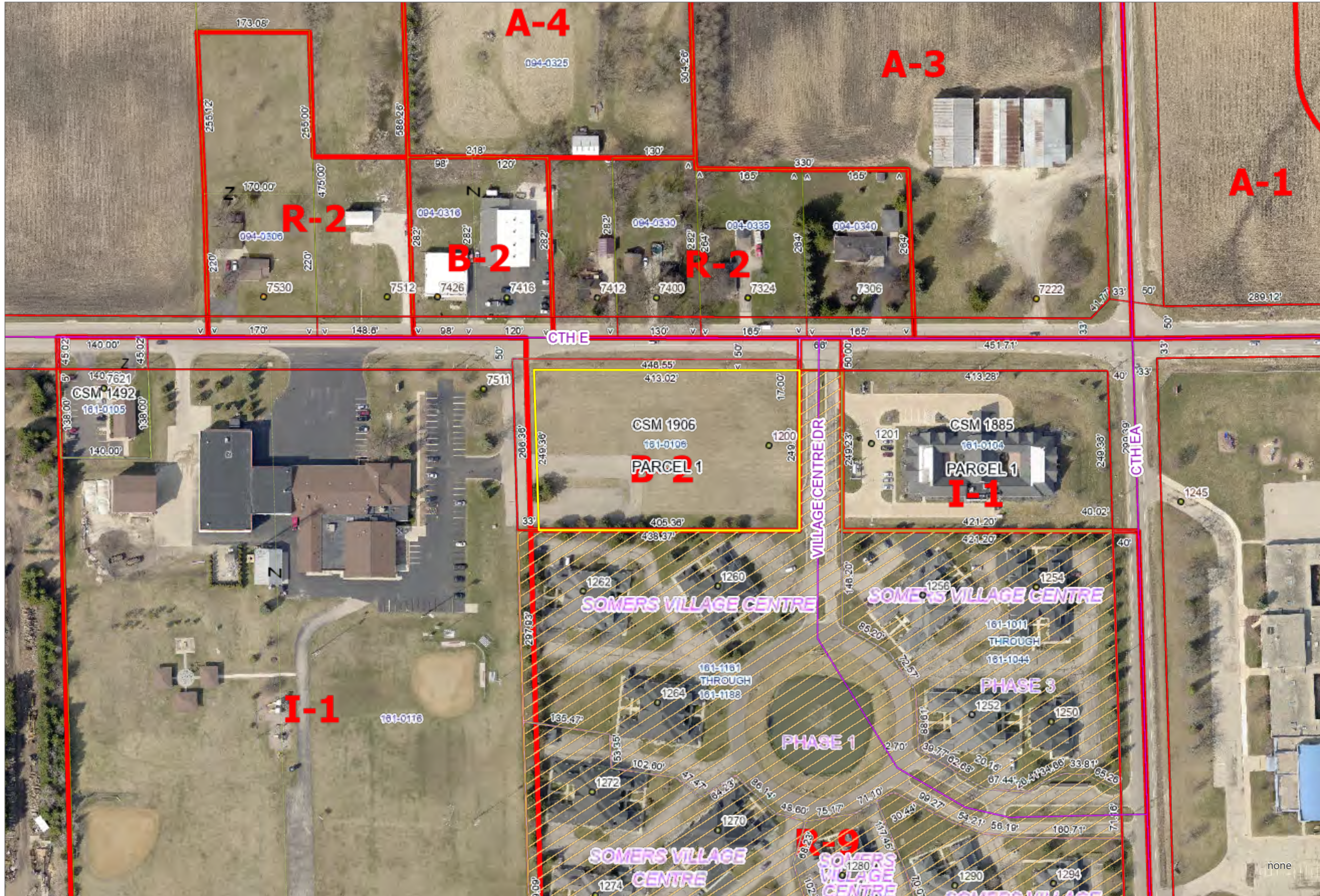
Drawn By: RRH

DATE: 10-27-2022

2010.0126.05

Home Inspired II CBRF





1 Inch = 150 Feet



# VILLAGE OF SOMERS

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## Department of Planning & Development

### VILLAGE OF SOMERS REZONING PROCEDURES

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- 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. Note: If the proposed rezoning is part of a proposed land division see the Certified Survey Map Information and Procedures.

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

Meeting Date: \_\_\_\_\_

- 3. Contact the Village of Somers to determine if your rezoning petition 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 Rezoning Application by the filing deadline.

Filing Deadline: \_\_\_\_\_

- 5. Upon submission you will be given two copies of the date-stamped application. Submit 10 copies 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 and keep one 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.

**IMPORTANT TELEPHONE NUMBERS**

Kenosha County Center  
 Department of Public Works & Development Services  
 19600 - 75<sup>th</sup> Street, Suite 185-3  
 Bristol, Wisconsin 53104-9772

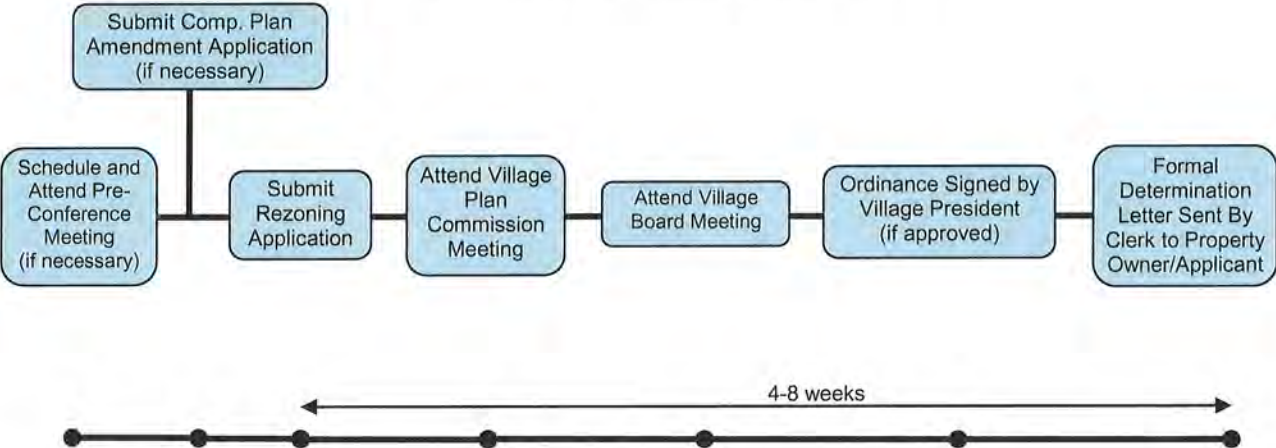
Division of Planning & Development (including Sanitation & Land Conservation)..... **857-1895**  
 Facsimile #..... 857-1920

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

**Rezoning Procedure Timeline**



For Reference Purposes



# William A. Morris

## Architect – L.L.C.

OCTOBER 27, 2022

Kenosha County Planning and Development  
19600 75<sup>th</sup> Street  
Suite 185-3  
Bristol WI. 53104

Dear Somers Village Board  
Mr. Jason Peters, Village Administrator  
Mr. Luke Godshal, Kenosha County Zoning.  
Planning Commission Members.

Please accept this letter on behalf of Home Inspired II, Mr. Anup Patel and his partners for their Request to rezone Parcel NO. 82-4-222-161-0106 from its current zoning of B2 to I-I for the intended use of a 40 bed CBRF facility as presented to the Somers Planning Commission early this year.

Thank you for your assistance,

William A. Morris RA ALA

## William A Morris

---

**From:** Kevin Metz <trusthim35@gmail.com>  
**Sent:** Monday, November 07, 2022 9:35 AM  
**To:** Luke.Godshall@kenoshacounty.org  
**Cc:** Bill Morris; Anup Hi2 Patel  
**Subject:** Re: HOME INSPIRED II

November 7, 2022

Mr. Luke Godshall  
Senior Land Use Planner (Somers)  
Kenosha County

I hereby give Mr. Bill Morris permission to sign necessary documents for the approval of the new Home Inspired II facility. If you have any questions or require further documentation please don't hesitate to let me know.

I can be reached by responding to this email or calling/texting me at 262 658-8000.

Kind Regards,

**Kevin Metz**

Kevin Metz

On Nov 7, 2022, at 9:01 AM, Anup Patel <anup211@gmail.com> wrote:

+Kevin - See below. Can you please give permission.

Thanks

On Mon, Nov 7, 2022 at 8:58 AM William A Morris <[wmorr@wi.rr.com](mailto:wmorr@wi.rr.com)> wrote:

I DO NOT KNOW IF KEVEN METZ IN IN TOWN

CAN YOU GET AN E MAIL FROM HIM AUTHORIZING ME TO SIGN THE APPLICATIONS FOR LUKE

SINCE YOU HAVE NOT CLOSED YET YOU AND YOUR PARTNERS ARE NOT THE OWNERS YET

THANKS

BILL MORRIS



# PROPOSED HOME INSPIRED 11 40 BED CBRF FACILITY HWY E 12TH STREET SOMERS WISCONSIN 53144 PARCEL NO: 82-4-222-161-0106

INDEX OF DRAWINGS	
A1	TITLE SHEET, INDEX OF DRAWINGS, SITE LOCATION MAP, GENERAL NOTES
A1A	CODE DESCRIPTION
A2	GENERAL SITE SURVEY
A3	FLOOR PLAN
A4	ATTIC PLAN
A4a	REFLECTED CEILING PLAN
A5	ENLARGED FLOOR PLAN RESIDENT ROOM
A6	EXTERIOR ELEVATIONS
A7	BUILDING SECTIONS
A8	WALL SECTIONS
A9	WALL SECTIONS
A10	DOOR SCHEDULE ELEVATIONS AND DETAILS
L1	LANDSCAPING PLAN
S1	FOUNDATION PLAN
S2	ROOF FRAMING PLAN
M1	
M2	
P1	
P2	
E1	
E2	
E3	
C100	CIVIL ENGINEERING PLAN COVER SHEET
C101	CIVIL ENGINEERING PLAN C100
C102	CIVIL ENGINEERING PLAN C100
C103	CIVIL ENGINEERING PLAN C100
C104	CIVIL ENGINEERING PLAN C100
C105	CIVIL ENGINEERING PLAN C100
C106	CIVIL ENGINEERING PLAN C100
C107	CIVIL ENGINEERING PLAN C100
C108	CIVIL ENGINEERING PLAN C100
C109	CIVIL ENGINEERING PLAN C100
C110	CIVIL ENGINEERING PLAN C100
C111	CIVIL ENGINEERING PLAN C100
C112	CIVIL ENGINEERING PLAN C100

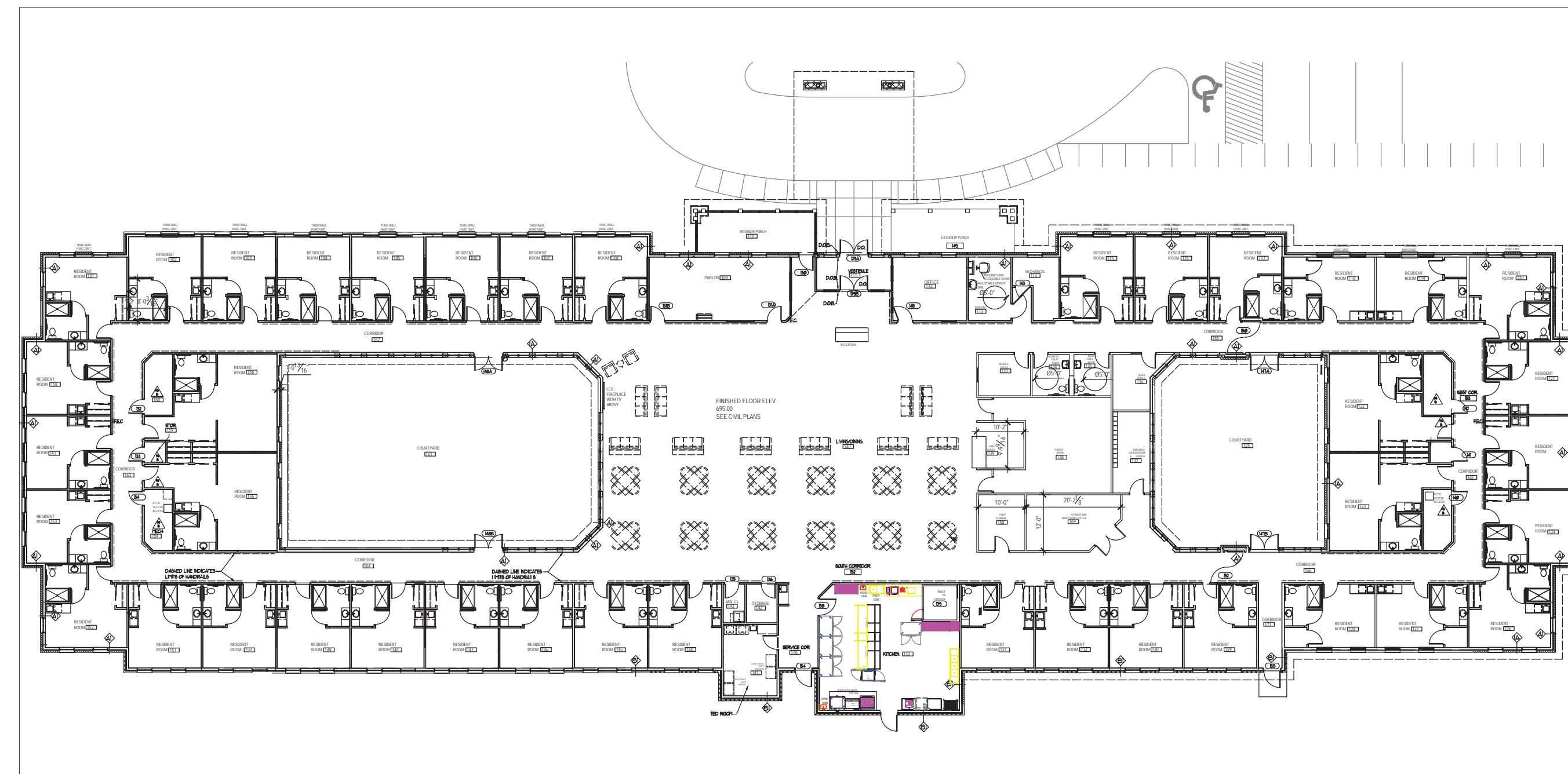
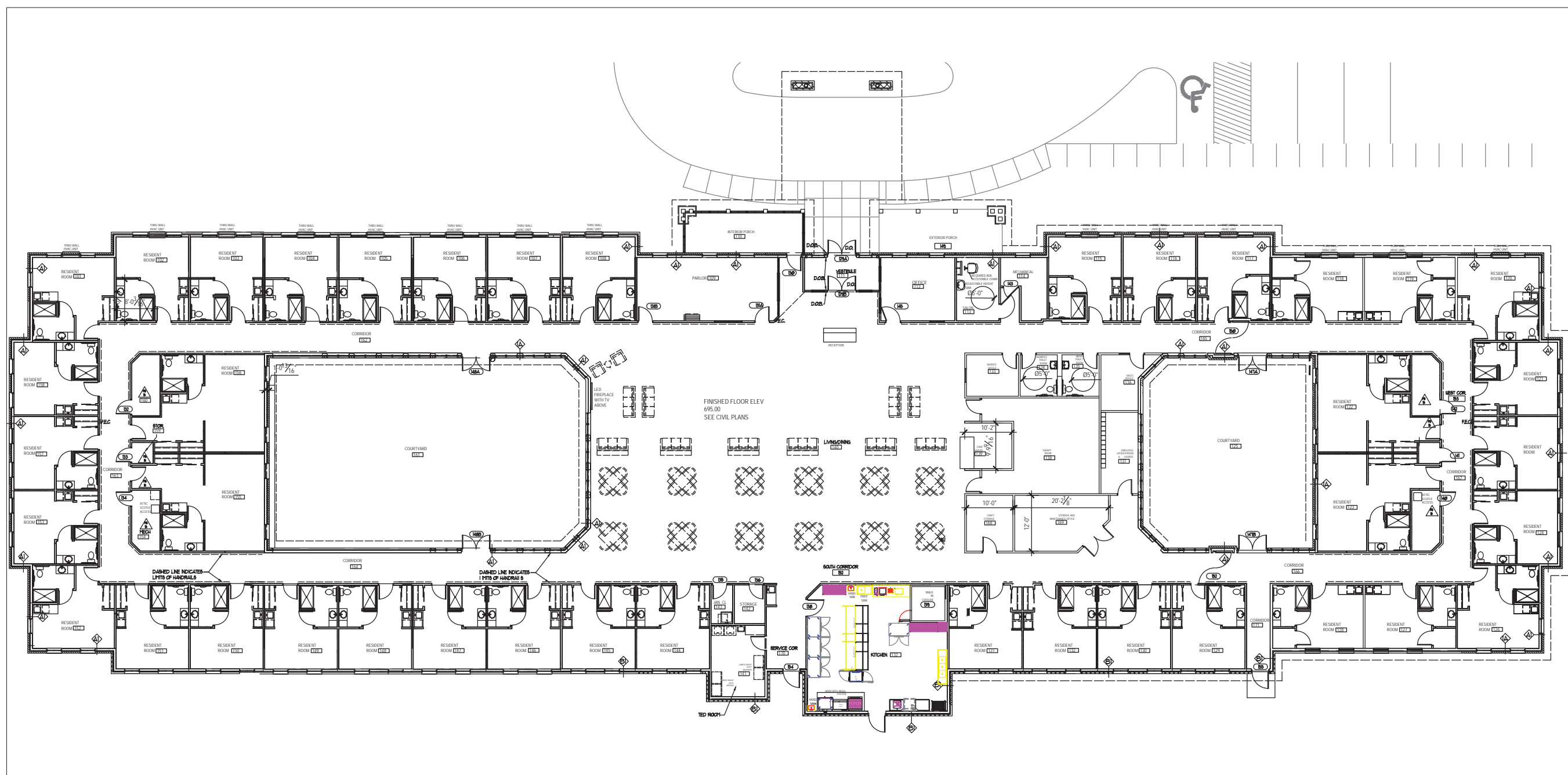
DATE

REVISIONS

WILLIAM A MORRIS ARCHITECT LLC  
5313 87TH PLACE  
PLEASANT PRairie WI 53158

HOME INSPIRED 2  
SOMERS WISCONSIN

A1



### APPLICABLE CODES:

BUILDING CODE: INTERNATIONAL BUILDING CODE - 2006 AS MODIFIED BY THE WISCONSIN ENROLLED COMMERCIAL BUILDING CODE IN CHAPTERS COMM 61 AND COMM 62. WISCONSIN ADMINISTRATIVE CODE CHAPTER DHS 83 COMMUNITY-BASED RESIDENTIAL FACILITIES NFPA 72, NATIONAL FIRE ALARM CODE, 2002 EDITION NFPA 13, STANDARD FOR THE INSTALLATION OF SPRINKLER SYSTEMS, 2002 EDITION.

### CHAPTER 3 - USE AND OCCUPANCY CLASSIFICATION

METZ MEDICAL - ASSISTED LIVING FACILITY (CBRF CLASS 'C' NON-AMBULATORY (CNA)) SHALL BE ACCORDING TO SECTION 308.3 CONSIDERED, INSTITUTIONAL GROUP I-2 USE.

### CHAPTER 4 - SPECIAL DETAILED REQUIREMENTS BASED ON USE AND OCCUPANCY

407.2 'CORRIDORS' - CORRIDORS ARE CONTINUOUS TO THE EXITS.

407.2.1 'SPACES OF UNLIMITED AREA'

- 1) ALL COMMON SPACES OPEN TO THE CORRIDORS SHALL NOT BE OCCUPIED FOR PATIENT SLEEPING ROOMS, TREATMENT ROOMS, OR INCIDENTAL USE AREAS.
- 2) THE OPEN SPACES SHALL BE PROTECTED W/ AN AUTOMATIC FIRE DETECTION SYSTEM IN ACCORDANCE W/ SECTION 907.
- 3) THE CORRIDORS ONTO WHICH THE SPACES OPEN SHALL BE EQUIPPED W/ AN AUTOMATIC FIRE DETECTION SYSTEM IN ACCORDANCE W/ SECTION 907.
- 4) THE SPACE SHALL BE ARRANGED SO AS NOT TO OBSTRUCT ACCESS TO REQUIRED EXITS.

407.3 'CORRIDOR WALLS' - CORRIDOR WALLS SHALL EXTEND FROM THE FLOOR TO THE UNDERSIDE OF THE ROOF DECK ABOVE OR TO THE UNDERSIDE OF CEILING ABOVE WHEN CEILING IS CONSTRUCTED TO LIMIT THE TRANSFER OF SMOKE.

407.5 SMOKE COMPARTMENTS CONTAINING PATIENT SLEEPING UNITS SHALL BE EQUIPPED THROUGHOUT WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM IN ACCORDANCE WITH SECTION 903.

3.1.1. THE SMOKE COMPARTMENTS SHALL BE EQUIPPED WITH APPROVED QUICK-RESPONSE SPRINKLERS IN ACCORDANCE WITH SECTION 903.3.2

### CHAPTER 5 - GENERAL BUILDING HEIGHTS AND AREAS

NOTE: THE EXTENT OF THIS PROJECT IS AN ASSISTED LIVING FACILITY CONSTRUCTED W/ MASONRY AND WOOD STUD EXTERIOR BEARING WALLS, WOOD ROOF TRUSSES & FRAMING, AND WOOD ROOF DECK PROTECTED WHERE REQUIRED BY TABLE 601 WITH 1 HOUR FIRE RESISTANCE RATED PROTECTION. THEREFORE THE CONSTRUCTION CLASSIFICATION FOR THE BUILDING IS TYPE V-A.

TABLE 503 'ALLOWABLE HEIGHT AND BUILDING AREA'

OCCUPANCY GROUP I-2: HEIGHT LIMITATION OF 50'-0" ABOVE THE GRADE PLANE AREA LIMITATIONS OF 1 STORIES AT 9,500 SF PER STORY.

ACTUAL BUILDING: 32'-8" HIGH SINGLE STORY 18,085 SF

SECTION 506.3 'AUTOMATIC SPRINKLER SYSTEM INCREASE'

FOR SINGLE STORY BUILDINGS EQUIPPED W/ APPROVED AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE W/ SECTION 903.3.1.1 THE ALLOWABLE AREA IS PERMITTED TO BE INCREASED BY 300 PERCENT.

9,500 \* 300% = 38,000 SF ALLOWABLE

THIS BUILDING MEETS THE REQUIREMENTS OF ALLOWABLE AREA BUILDING PER SECTION 506.

### CHAPTER 6 - TYPES OF CONSTRUCTION

SECTION 602.5 'TYPES V'

TYPE 'V' CONSTRUCTION IS THAT TYPE OF CONSTRUCTION IN WHICH THE STRUCTURAL ELEMENTS, EXTERIOR WALLS, AND INTERIOR WALLS ARE OF ANY MATERIAL PERMITTED BY THIS CODE.

BUILDING ELEMENTS

STRUCTURAL FRAME	INCLUDING COLUMNS, GIRDERS, TRUSSES	1 HOUR
BEARING WALLS	EXTERIOR	1 HOUR
	INTERIOR	1 HOUR
NONBEARING WALLS	EXTERIOR (TABLE 602)	0 HOURS
	INTERIOR (SECTION 602)	0 HOURS
FLOOR CONSTRUCTION INCLUDING SUPPORTING BEAMS AND JOIST		1 HOUR
ROOF CONSTRUCTION INCLUDING SUPPORTING BEAMS AND JOIST		1 HOURS

THIS BUILDING IS CLASSIFIED TYPE V-A

### CHAPTER 7 - FIRE-RESISTANCE-RATED CONSTRUCTION

704.8.2 'FIRST STORY' - IN 'I' OCCUPANCIES, UNLIMITED UNPROTECTED OPENINGS ARE PERMITTED IN THE FIRST STORY OF EXTERIOR WALLS FACING A STREET THAT HAS A FIRE SEPARATION DISTANCE OF GREATER THAN 15 FEET, OR FACING AN UNOCCUPIED SPACE OF AT LEAST 30 FEET IN WIDTH.

717.4.3 'OTHER GROUPS' - DRAFTSTOPPING IS NOT REQUIRED IN BUILDINGS EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE WITH SECTION 903.3.1.1.

### CHAPTER 8 - INTERIOR FINISHES

803.1 'GENERAL' - STATES INTERIOR WALL AND CEILING FINISHES SHALL BE CLASSIFIED IN ACCORDANCE WITH ASTM E84. INTERIOR FINISH MATERIAL SHALL BE GROUPED IN THE FOLLOWING CLASSES IN ACCORDANCE WITH THEIR FLAME SPREAD AND SMOKE DEVELOPED RATINGS:

CLASS A: FLAME SPREAD 0 - 25, SMOKE DEVELOPED 0 - 450  
CLASS B: FLAME SPREAD 26-75, SMOKE DEVELOPED 0 - 450  
CLASS C: FLAME SPREAD 76-200, SMOKE DEVELOPED 0-450

803.3 'STABILITY' - REQUIRES INTERIOR FINISH MATERIAL TO BE APPLIED OR FASTENED IN SUCH A MANNER THAT THE MATERIALS WILL NOT BECOME DETACHED WHEN SUBJECTED TO ROOM TEMPERATURES OF 200 DEGREES FAHRENHEIT FOR NOT LESS THAN 30 MINUTES.

803.4.4 'MATERIALS' - REQUIRES INTERIOR OR CEILING FINISHES THAT ARE NOT MORE THAN 0.25 INCHES THICK TO APPLIED DIRECTLY TO A NONCOMBUSTIBLE BACKING, WITH THE EXCEPTION OF CLASS A MATERIALS AND MATERIALS WHERE QUALIFYING TEST WERE MADE WITH THE MATERIAL SUSPENDED OR FURRED OUT FROM A NONCOMBUSTIBLE BACKING.

803.5 'INTERIOR FINISH REQUIREMENTS BASED ON GROUP' - STATES INTERIOR WALL AND CEILING FINISH SHALL HAVE A FLAME SPREAD RATING NOT GREATER THAN THAT SPECIFIED IN TABLE 803.4 FOR THE GROUP AND LOCATION SPECIFIED. TABLE 803.5 REQUIRES THE FOLLOWING IN A SPRINKLERED ASSEMBLY:

EXIT ENCLOSURES AND EXIT PASSAGEWAYS - B  
CORRIDORS - B  
ROOMS AND ENCLOSED SPACES - B

804.4.1 MINIMUM CRITICAL RADIANT FLUX CLASS II (FOR I-2 OCCUPANCIES EQUIPPED THROUGHOUT WITH AUTOMATIC SPRINKLER SYSTEM) AND MATERIALS COMPLYING WITH DOC FR-1 'PILL TEST' (CPSC 16 CFR PART 1630) ARE PERMITTED.

806.1 COMBUSTIBLE DECORATIVE MATERIALS SHALL MEET THE FLAME PROPAGATION CRITERIA OF NFPA 701.

### CHAPTER 9 - FIRE PROTECTION SYSTEMS

903.2.5 STATES THAT GROUP 'I' IS REQUIRED TO HAVE AN APPROVED AUTOMATIC SPRINKLER SYSTEM THROUGHOUT.

907.2.6.2 PROVIDE AUTOMATIC FIRE DETECTION SYSTEM WHERE REQUIRED.

THIS BUILDING IS FULLY SPRINKLERED IN ACCORDANCE WITH SECTION 903 (NFPA 13)

### CHAPTER 10 - MEANS OF EGRESS

TABLE 1004.1.1 'MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT'

ACCESSORY STORAGE/MECH. = 646 GROSS SF  
646 GROSS SF (1 OCCUPANT / 300 GROSS) = 3 OCCUPANTS

ASSEMBLY AREA = 2,718 NET SF  
2,718 NET SF (1 OCCUPANT / 15 NET) = 182 OCCUPANTS

BUSINESS AREA = 1,503 GROSS SF  
1,503 GROSS SF (1 OCCUPANT / 100 GROSS) = 16 OCCUPANTS

EXTERIOR AREAS, COURTYARD = 3,053 NET SF  
40 PER COURTYARD = 80 OCCUPANTS

INSTITUTIONAL AREAS, SLEEPING AREAS = 8,578 GROSS SF  
8,578 GROSS SF (1 OCCUPANT / 120 NET) = 72 OCCUPANTS (ACTUAL RESIDENTS IS 32 MAX.)

1005.1 'EGRESS WIDTH' - TABLE 1005.1 'EGRESS WIDTH PER OCCUPANT SERVED'  
INSTITUTIONAL, I-2 W/ SPRINKLER = 0.2 INCHES PER OCCUPANT  
CALCULATION: 353 OCCUPANTS (0.2' / OCCUPANT) = 70.6' OF EGRESS WIDTH (156' PROVIDED)

1014.2 EGRESS THROUGH INTERVENING SPACES EGRESS FROM A ROOM OR SPACE SHALL PASS THROUGH ADJOINING OR INTERVENING ROOMS OR AREAS, EXCEPT WHERE SUCH ADJOINING ROOMS OR AREAS ARE ACCESSORY TO THE AREA SERVED, ARE NOT A HIGH-HAZARD OCCUPANCY, AND PROVIDE A DISCERNIBLE PATH OF EGRESS TRAVEL TO AN EXIT.

1016.1 'EXIT ACCESS TRAVEL DISTANCE' EXITS SHALL BE SO LOCATED THAT THE MAXIMUM LENGTH OF EXIT ACCESS TRAVEL, MEASURED FROM THE MOST REMOTE POINT TO THE ENTRANCE TO AN EXIT ALONG THE NATURAL AND UNOBSTRUCTED PATH OF EGRESS TRAVEL SHALL NOT EXCEED THE DISTANCES GIVEN IN TABLE 1016.1.

TABLE 1016.1 'EXIT ACCESS TRAVEL DISTANCE'  
INSTITUTIONAL, I-2, = 200 FEET OF EXIT DISTANCE WITH A SPRINKLER SYSTEM.

1014.3 'COMMON PATH OF EGRESS TRAVEL IN I-2 OCCUPANCIES THE COMMON PATH OF EGRESS TRAVEL SHALL NOT EXCEED 75 FEET WITH A SPRINKLER SYSTEM.

### CHAPTER 29 - PLUMBING SYSTEMS

TABLE 2902.1 'MINIMUM NUMBER OF PLUMBING FACILITIES'

CALCULATION:  
TOTAL OCCUPANCY = ACTUAL (INCLUDES 32 RESIDENTS MAX., VISITORS AND EMPLOYEES)  
(1 PER ROOM OCCUPANTS BY CODE)

32 RESIDENTS (1 PER ROOM) = 28 W.C.  
16 (4 ACTUAL) EMPLOYEES (INSTITUTIONAL EMPLOYEE : 1 PER 35 OCCUPANTS) = 1 W.C.  
64 VISITORS OCCUPANTS (INSTITUTIONAL VISITORS: 1 PER 100 OCCUPANTS) = 0 W.C.  
REQUIRED NUMBER OF W.C. = 29 W.C.  
EXISTING NUMBER OF W.C. = 29 W.C.

THEREFORE CONDITIONS ARE MET

32 RESIDENTS (INSTITUTIONAL RESIDENT CARE: 1 PER ROOM) = 28 LAVATORIES  
16 (4 ACTUAL) EMPLOYEES (INSTITUTIONAL EMPLOYEE : 1 PER 35 OCCUPANTS) = 1 LAVATORY  
64 VISITORS OCCUPANTS (INSTITUTIONAL VISITORS: 1 PER 100 OCCUPANTS) = 1 LAVATORY  
REQUIRED NUMBER OF LAVATORIES = 29 LAVATORIES  
EXISTING NUMBER OF LAVATORIES = 29 LAVATORIES

THEREFORE CONDITIONS ARE MET

32 RESIDENTS (INSTITUTIONAL RESIDENT CARE: 1 PER 100 OCCUPANTS) = 1/2 D.F.  
16 (4 ACTUAL) EMPLOYEES (INSTITUTIONAL EMPLOYEE : 1 PER 100 OCCUPANTS) = 1/8 D.F.  
64 VISITORS OCCUPANTS (INSTITUTIONAL VISITORS: 1 PER 500 OCCUPANTS) = 1/5 D.F.  
REQUIRED NUMBER OF DRINKING FOUNTAINS = 1 D.F.  
EXISTING NUMBER OF DRINKING FOUNTAINS = 1 D.F.

THEREFORE CONDITIONS ARE MET

### GENERAL NOTES

1. PROVIDE SMOKE SEALS AT BOTTOMS OF CORRIDOR DOORS

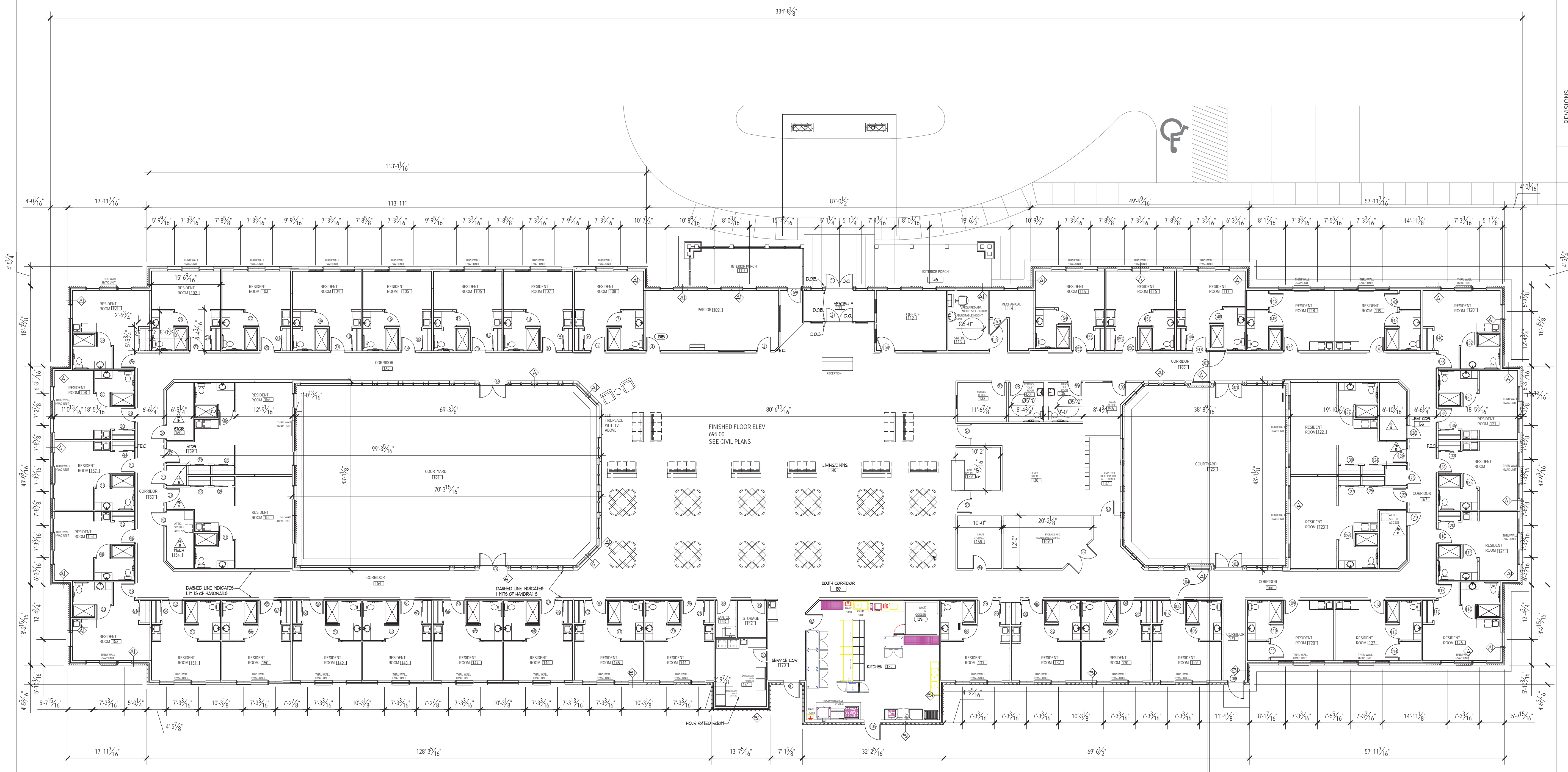
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REVISIONS

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5313 97TH PLACE  
PLEASANT PRAIRIE, WI 53158

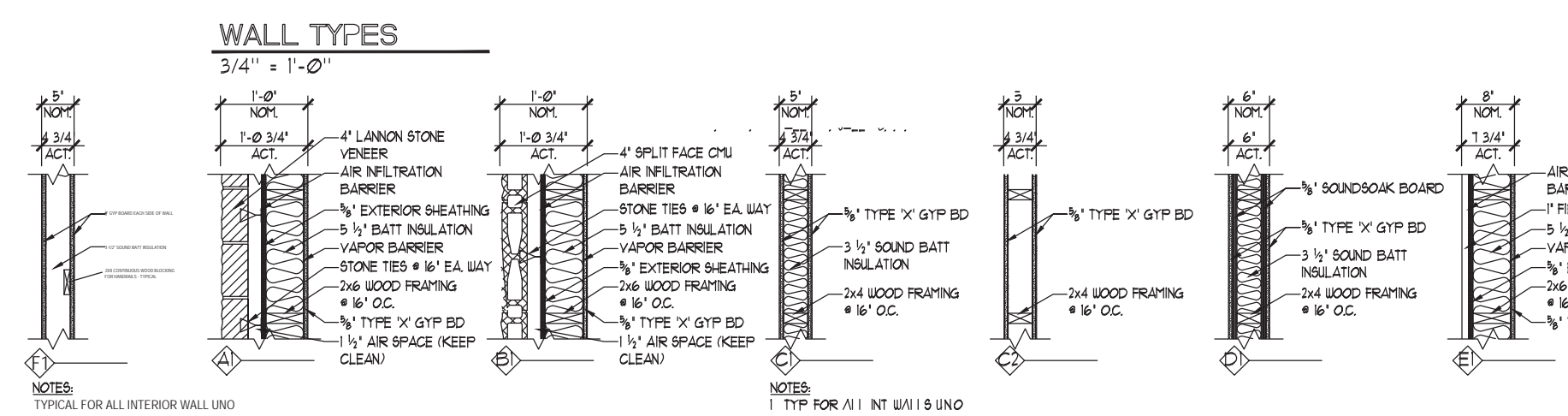
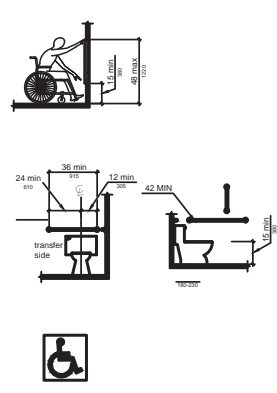
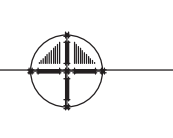
HOME INSPIRED 2  
SOMERS WISCONSIN

A1a



FLOOR PLAN - PROPOSED 40 SUITES

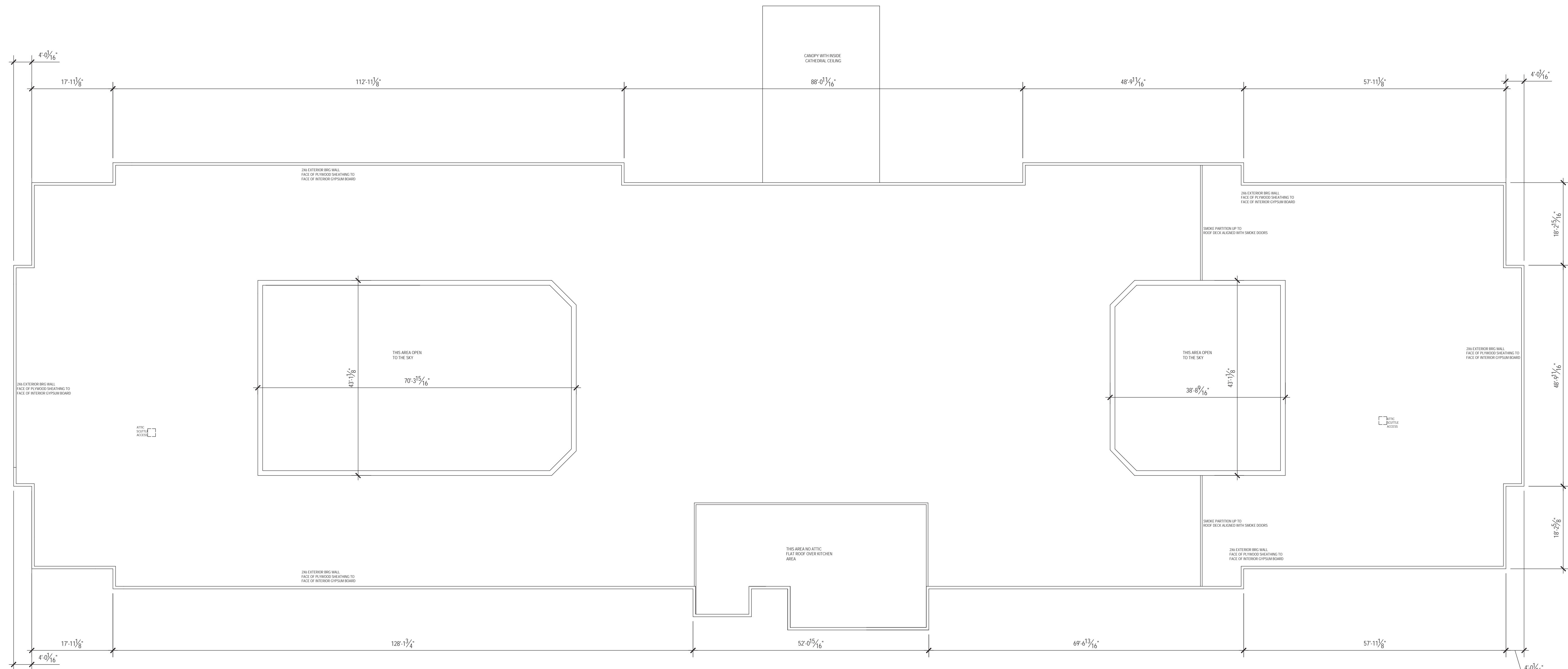
1/8" = 1'-0"  
30790 SQ FT GROSS OUTSIDE WALL TO OUTSIDE WALL INCLUDING COURT YARDS  
25195 NET INTERIOR LESS EXTERIOR WALLS AND COURT YARDS



NOTES  
TYPICAL FOR ALL INTERIOR WALLS

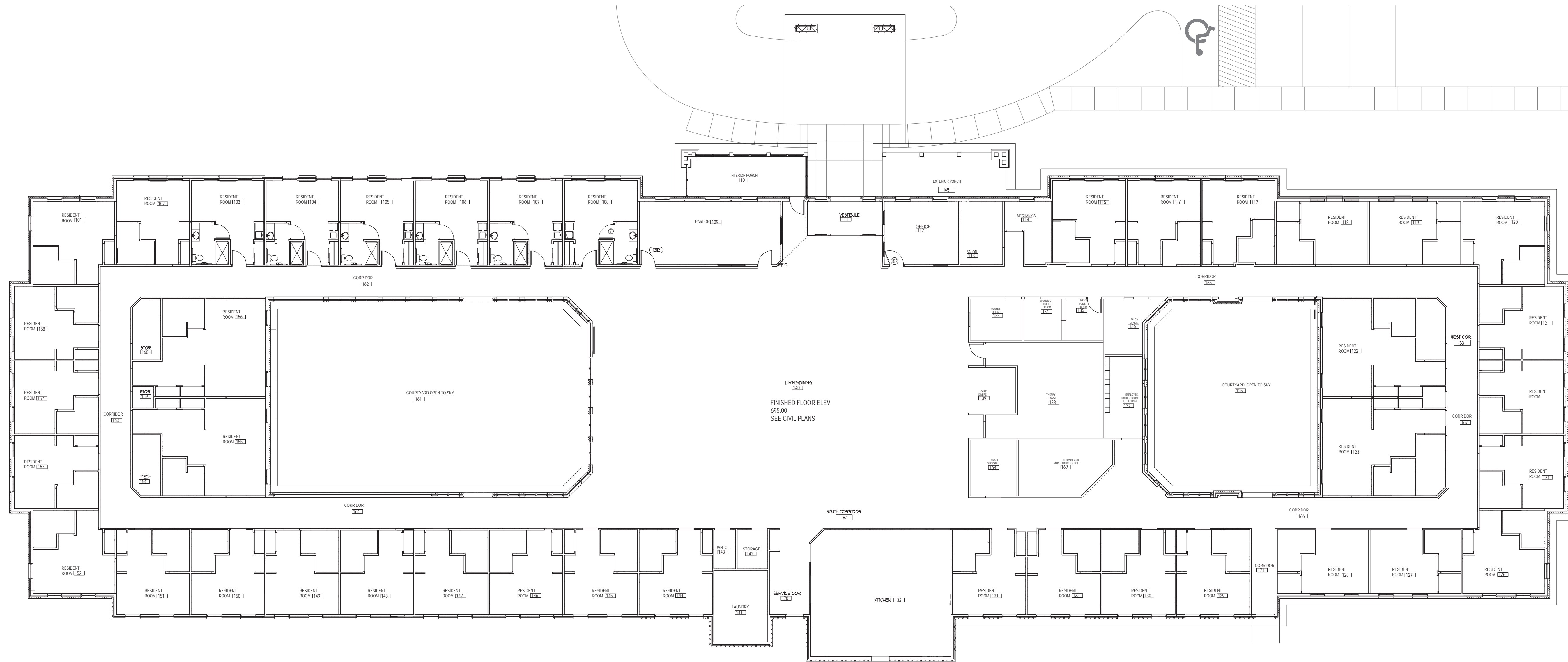
NOTES  
TYP FOR INT 6W15 UNO

NOTE: ALL DIMENSIONS ARE FACE OF STUD TO FACE OF STUD EXCEPT AT EXTERIOR WALLS WHICH ARE TO FACE OF SHEATHING.  
D.O.B. DOOR OPERATOR BUTTON



ATTIC PLAN - PROPOSED 40 SUITES  
 1/8" = 1'-0"

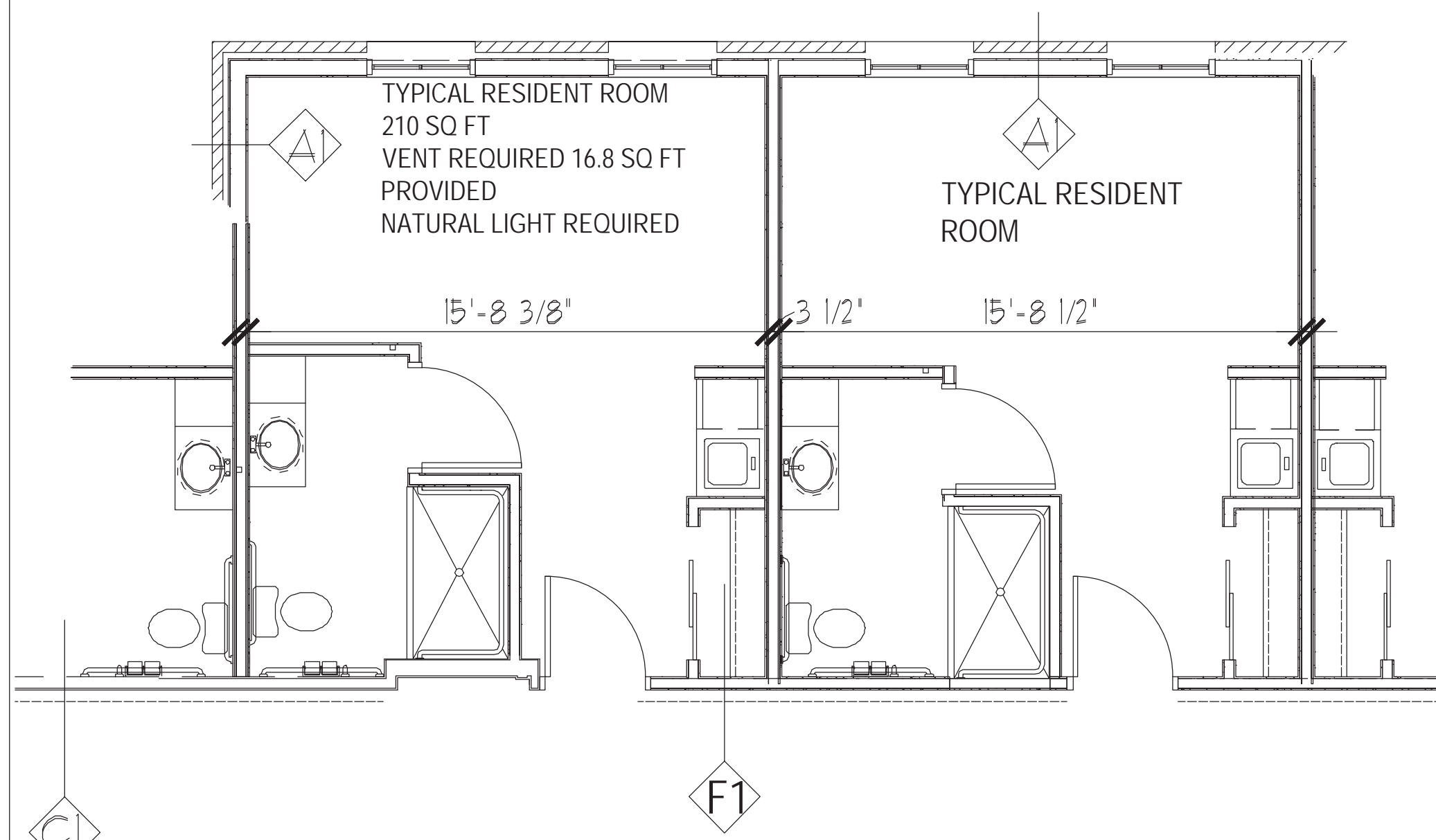




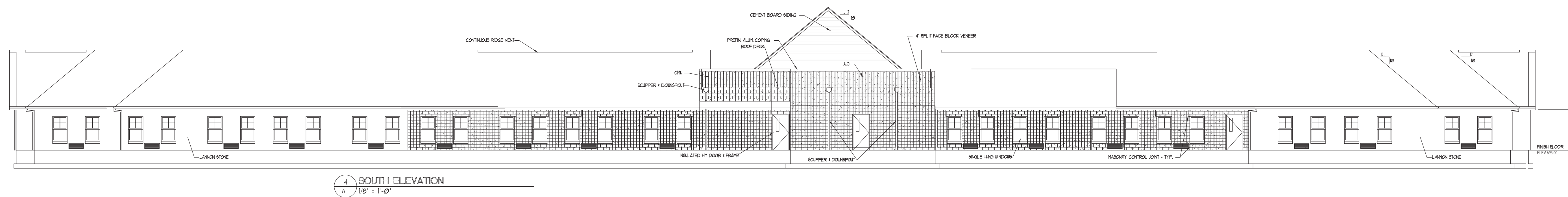
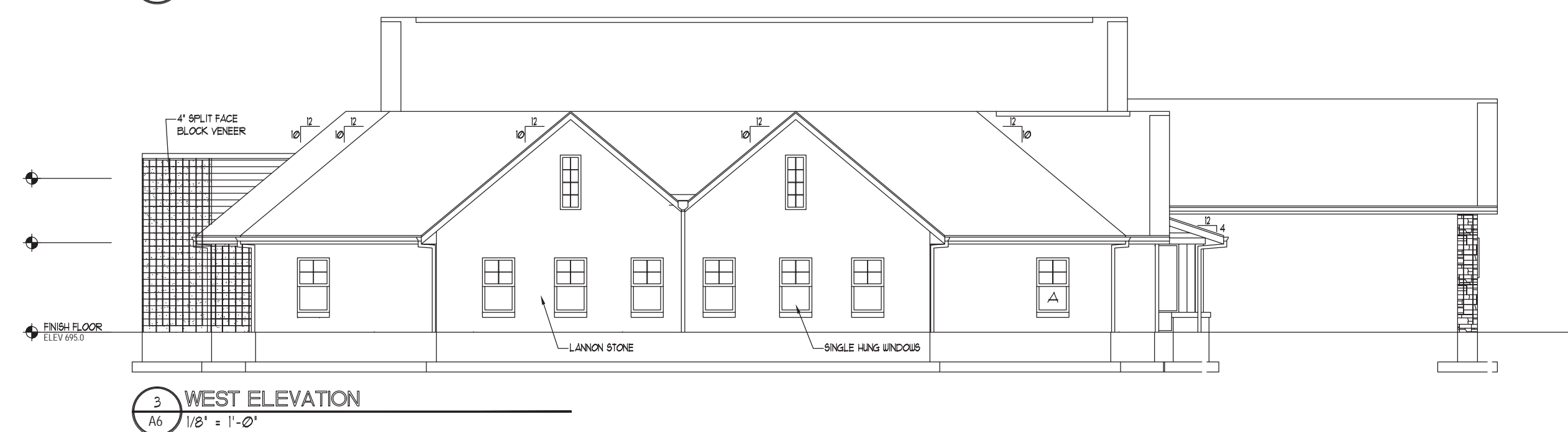
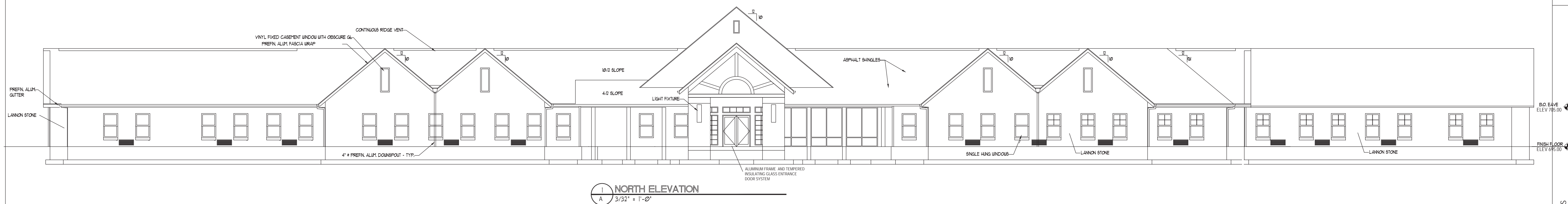
REFLECTED CEILING PLAN - PROPOSED 40 SUITES

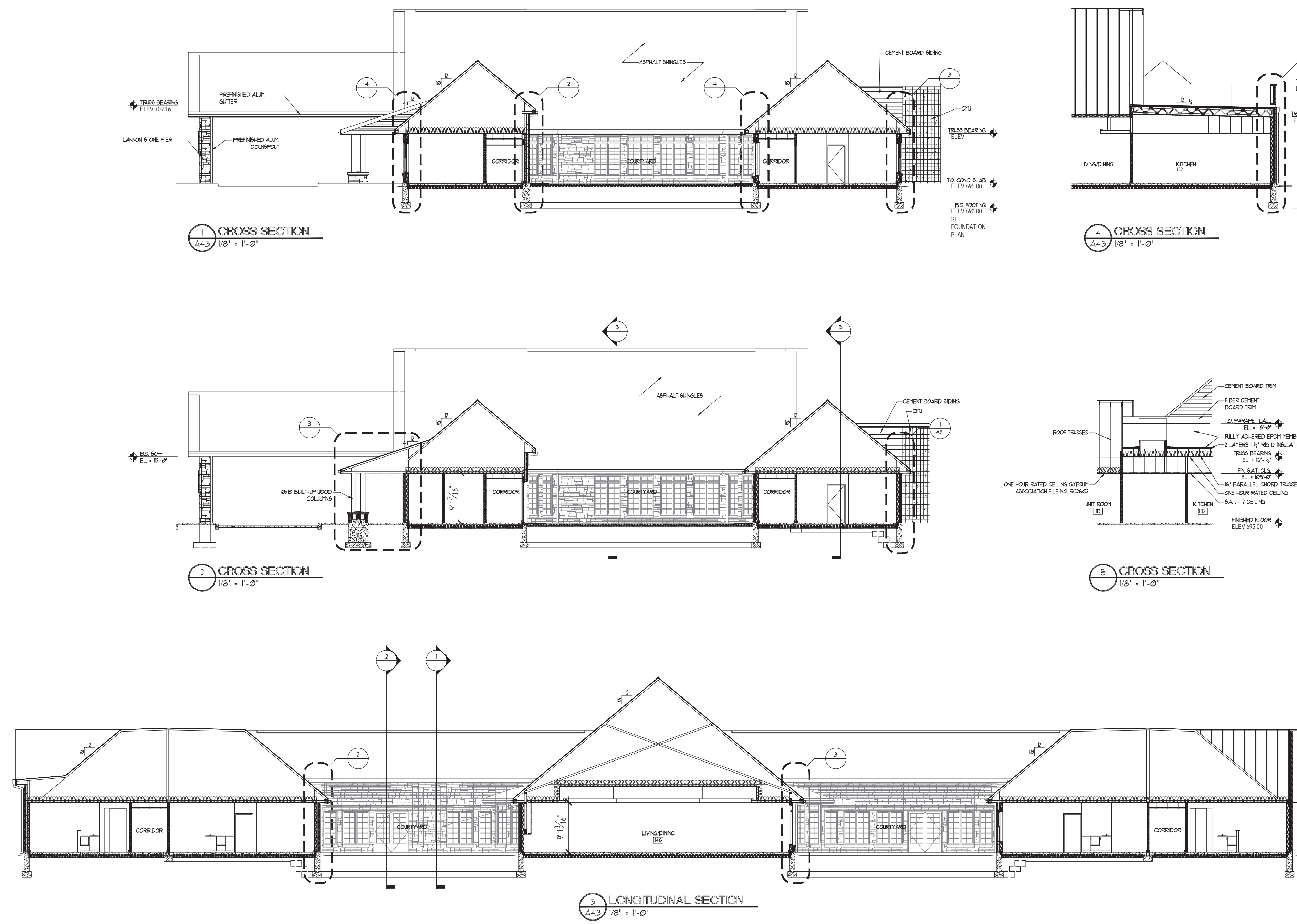
1/8" = 1'-0"





ENLARGED PLAN OF TYPICAL RESIDENT ROOM  
 SCALE  $\frac{3}{8}$ " = 1'-0"





1 CROSS SECTION  
A4.3 1/8" = 1'-0"

4 CROSS SECTION  
A4.3 1/8" = 1'-0"

2 CROSS SECTION  
1/8" = 1'-0"

5 CROSS SECTION  
1/8" = 1'-0"

3 LONGITUDINAL SECTION  
A4.3 1/8" = 1'-0"

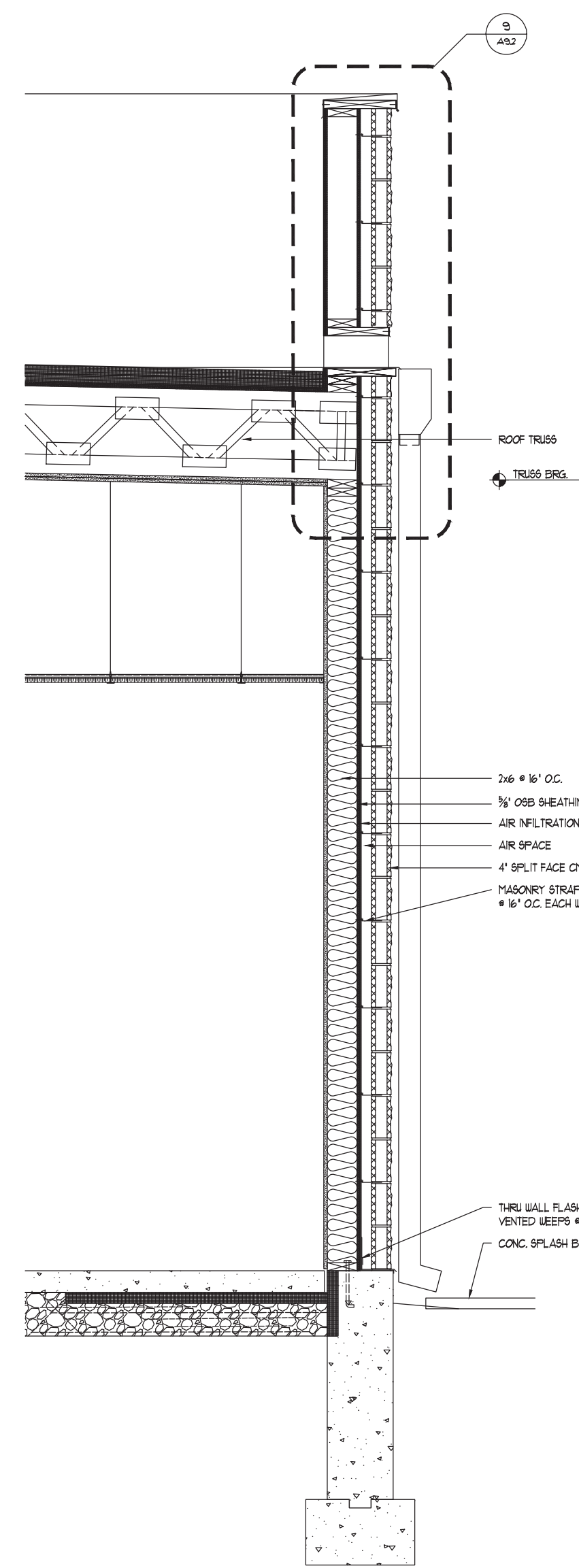
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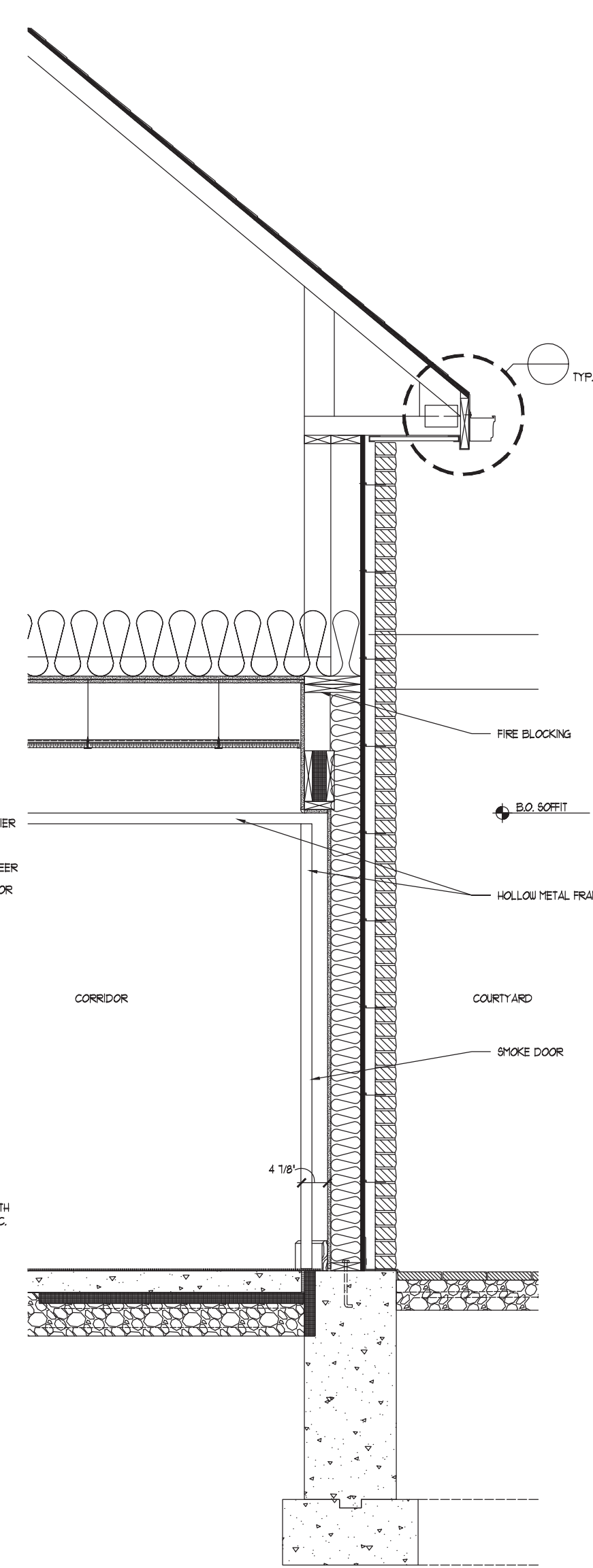
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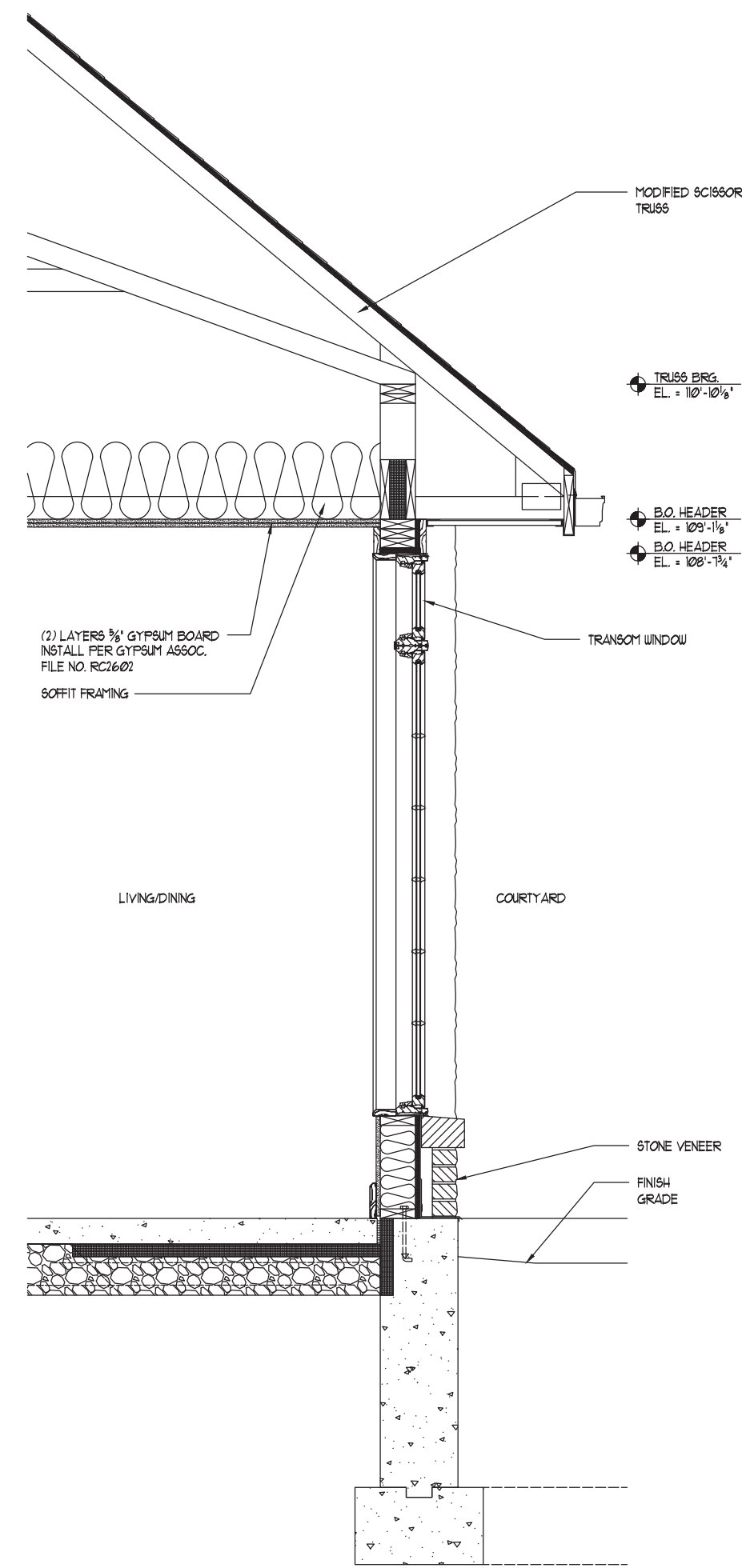
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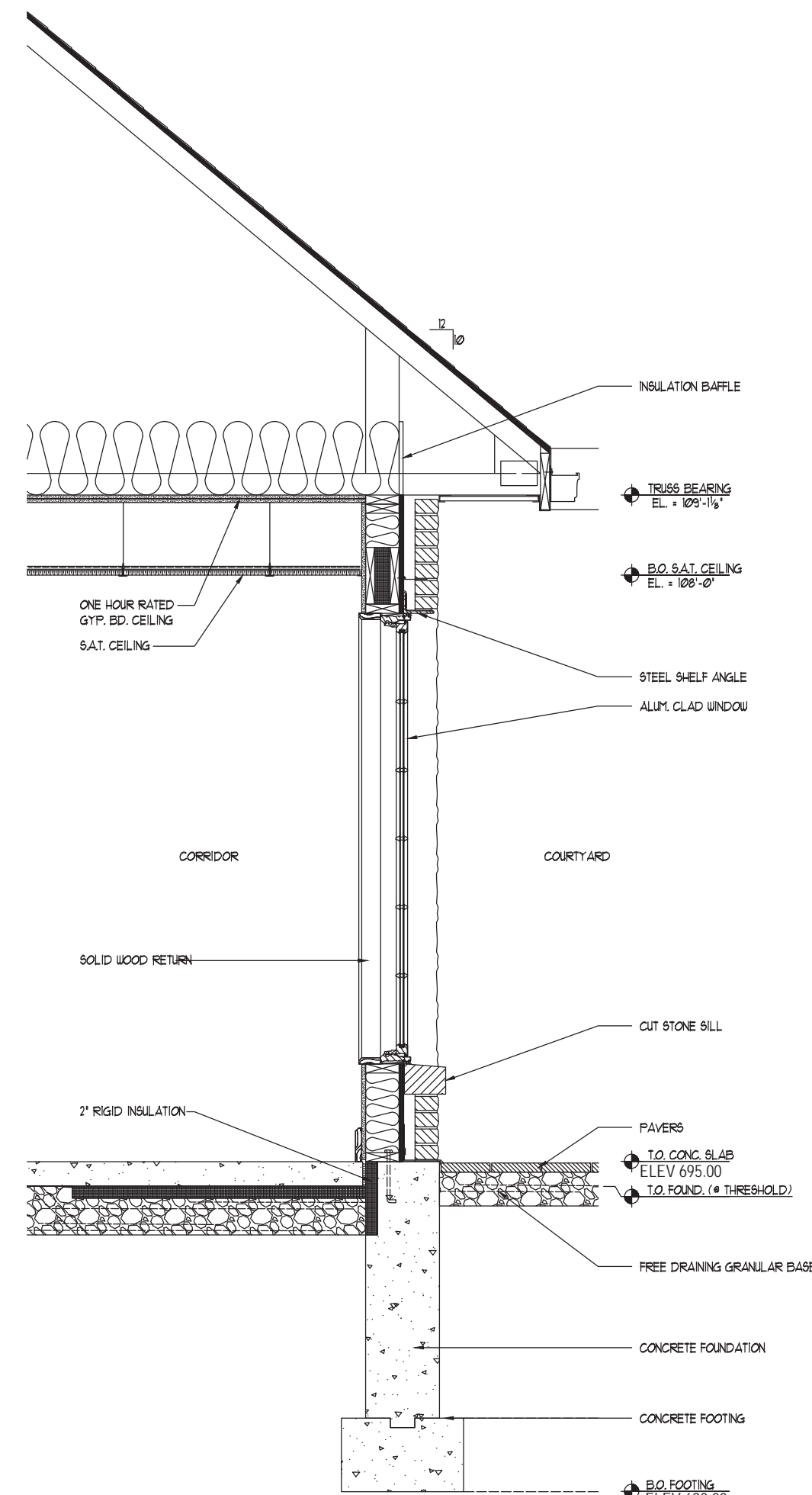
1 WALL SECTION  
3/4" x 1'-0"



2 WALL SECTION  
3/4" x 1'-0"



3 WALL SECTION  
3/4" x 1'-0"



4 WALL SECTION  
3/4" x 1'-0"

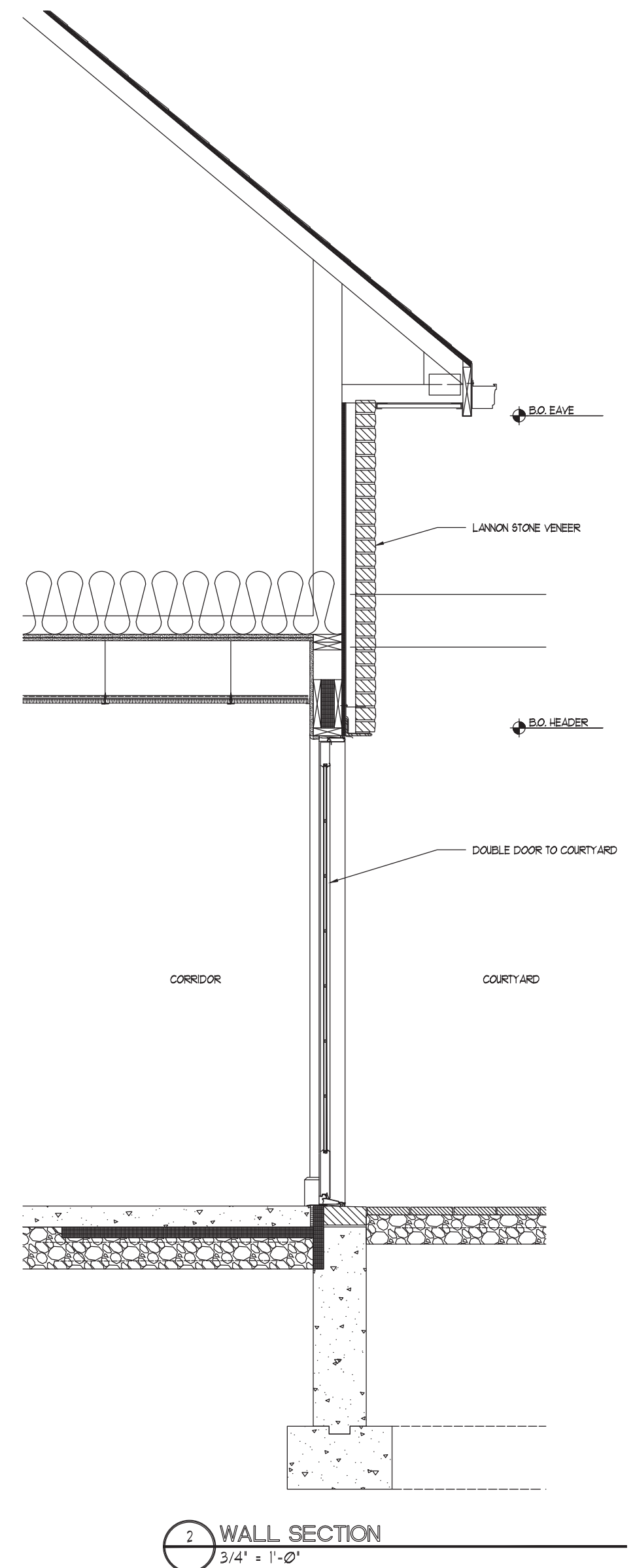
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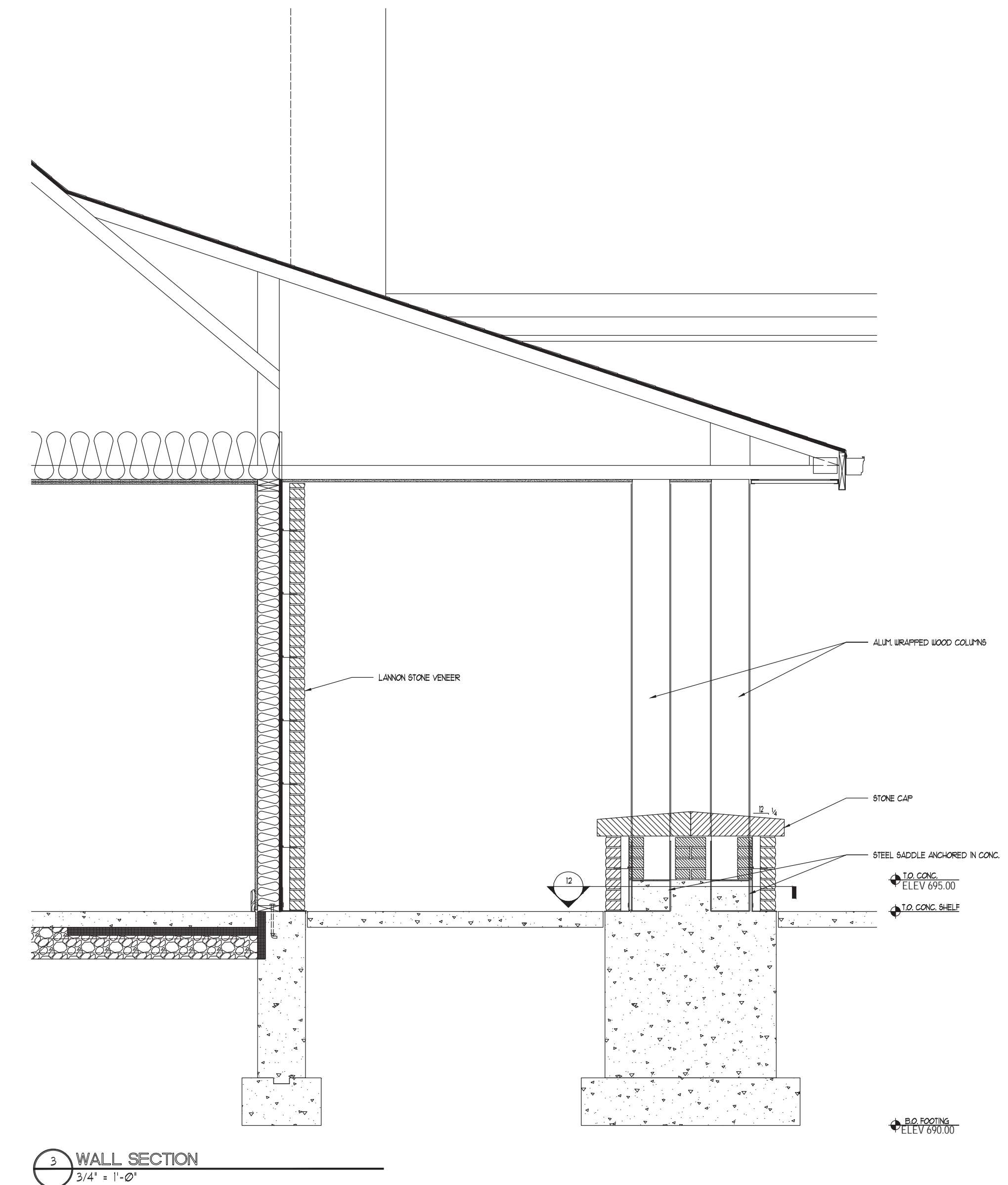
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A8



2 WALL SECTION  
3/4" = 1'-0"



3 WALL SECTION  
3/4" = 1'-0"

DATE

REVISIONS

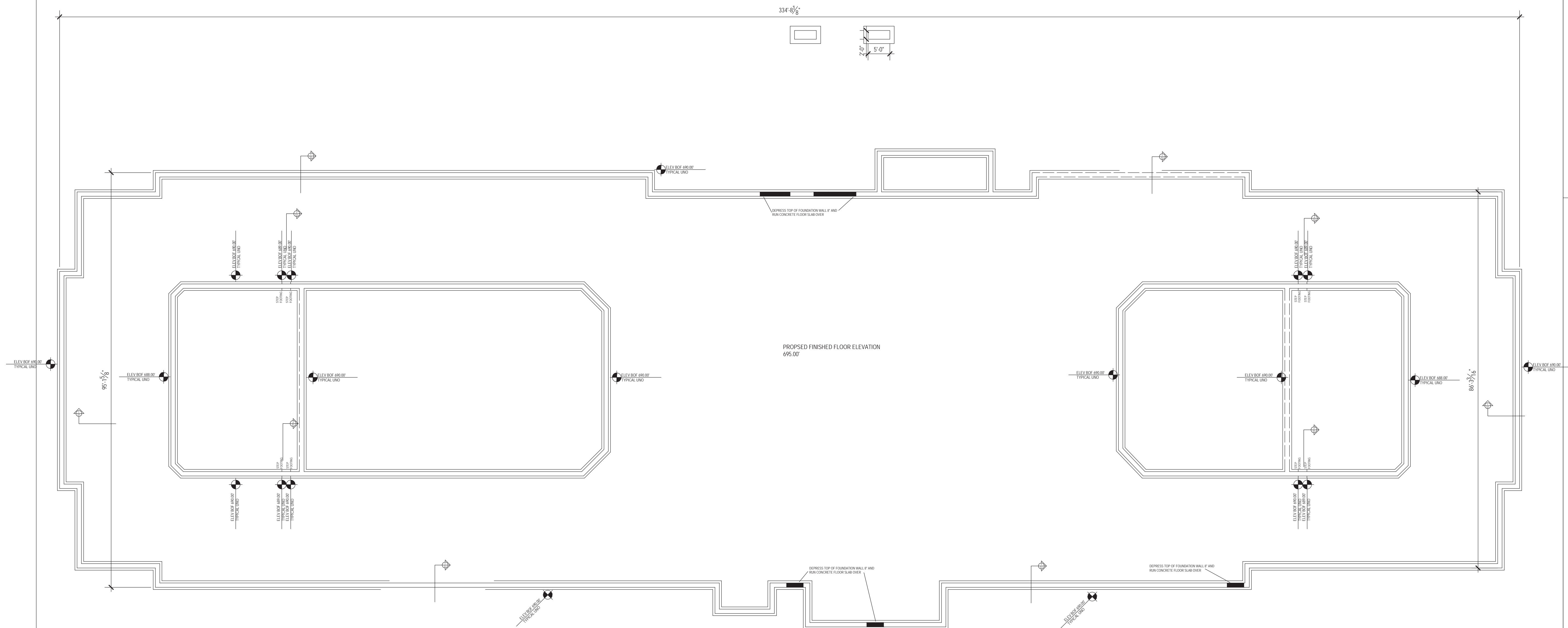
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A9





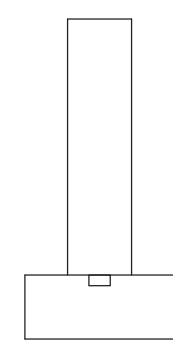


FOUNDATION PLAN - PROPOSED 40 SUITES  
1/8" = 1'-0"

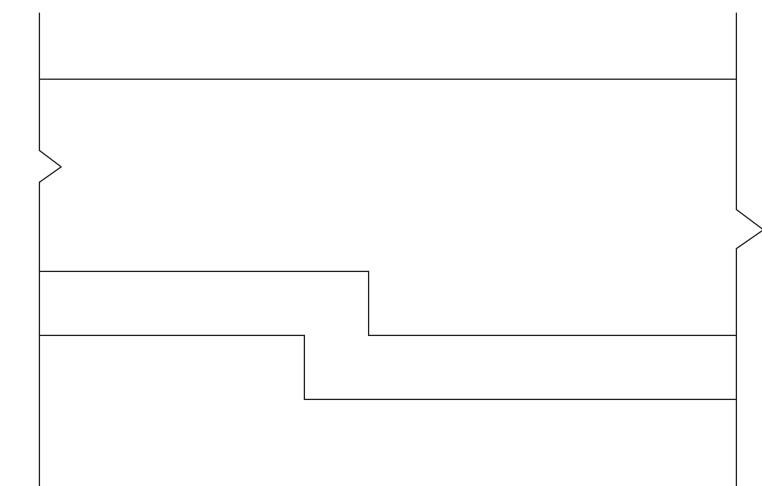
**FOUNDATION NOTES**

1. FINISH SLAB ELEVATION = 100'-0" LOCAL DATUM UNLESS NOTED OTHERWISE. TOP OF FOOTING ELEVATION = 96'-0" UNLESS NOTED OTHERWISE.
2. SLAB-ON-GRADE TO BE 4" THICK WITH 4-4#14 BAR ON 3" STONE SHAVINGS (IE, TRAFFIC BOARDS) ON 10" ML VAPOR RETARDER ON 6" FREELY DRAINING GRANULAR BASE COURSE UNLESS NOTED OTHERWISE.
3. TYPICAL WHERE SLAB-ON-GRADE ABUTS WALL OR COLUMN PROVIDE 1/4" x 100L DEPTH ISOLATION FILLER STRIP. SET 3/8" UP BELOW FINISH SLAB ELEVATION.
4. OVER-EXCAVATION PER DETAIL 21601 MAY BE REQUIRED TO REMOVE EXISTING UNCOMPACTED FILL AND UNSUITABLE BEARING SOIL. CONTRACTOR SHALL SUBMIT A UNIT PRICE PER CUBIC YARD FOR OVER-EXCAVATION AND DISPOSAL OF UNSUITABLE BEARING MATERIAL AND FOR COMPACTED ENGINEERED FILL OR LEAN CONCRETE FILL TO PROVIDE SUITABLE FOOTING AND SLAB BEARING.
5. TYPICAL DETAILS THAT APPLY TO PLAN INCLUDE:  
10601 SLAB-ON-GRADE JOINT DETAILS  
20601 COLUMN REINFORCEMENT DETAIL  
21601 FLOOR DETAIL  
4982 FOOTING STEP DETAIL

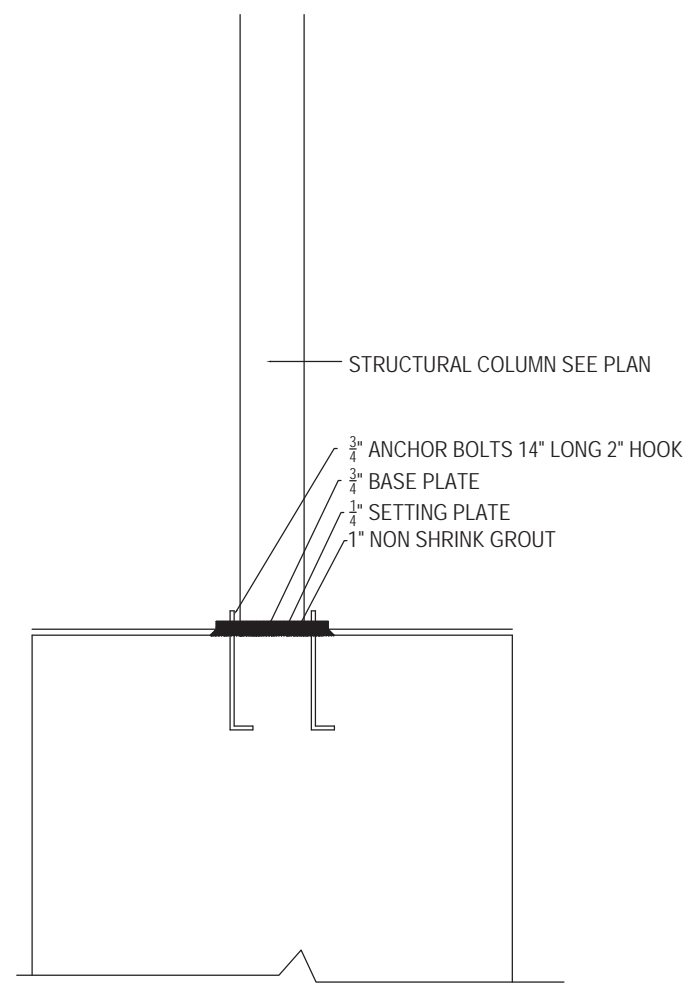
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SCALE 1/2" = 1'-0"



2 S1  
SCALE 1/2" = 1'-0"



3 S1  
SCALE 3/4" = 1'-0"



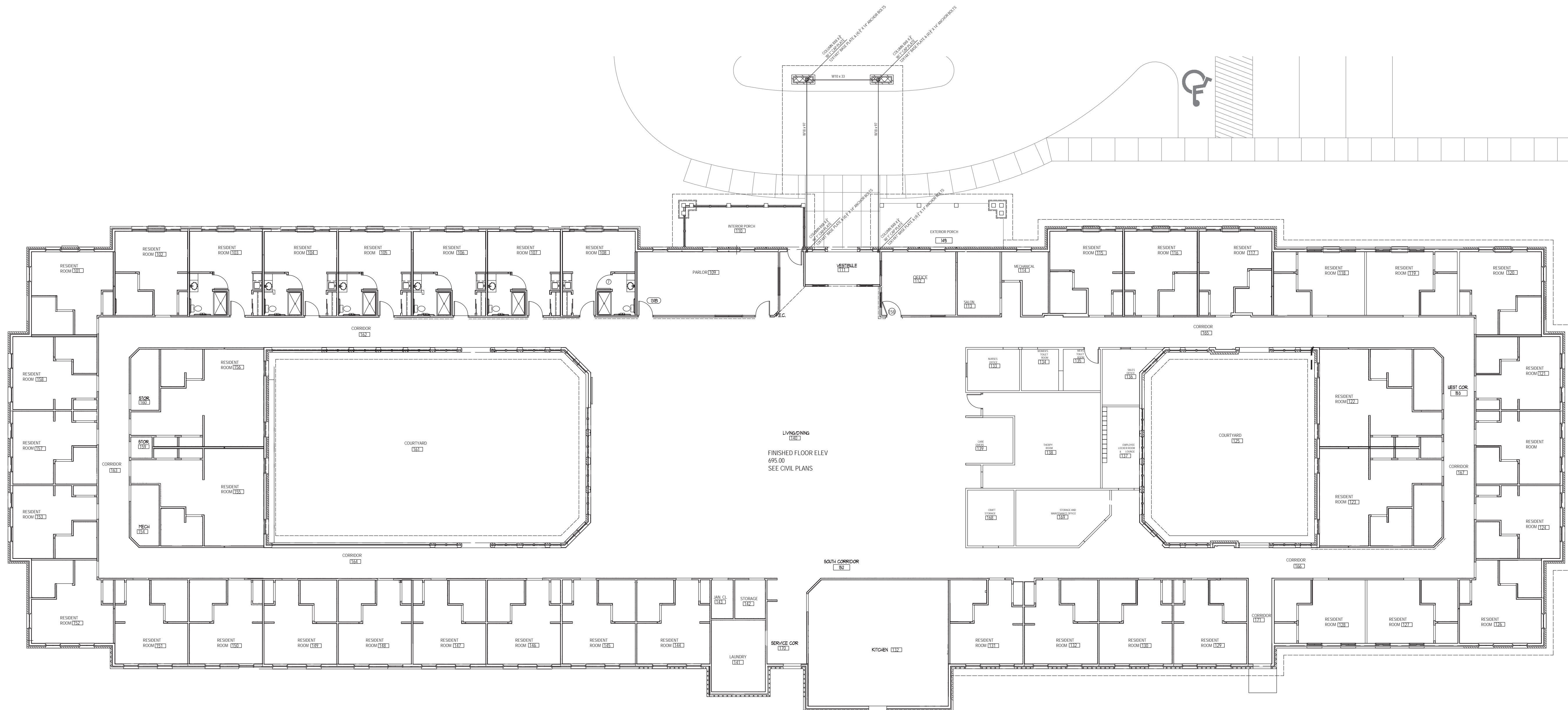
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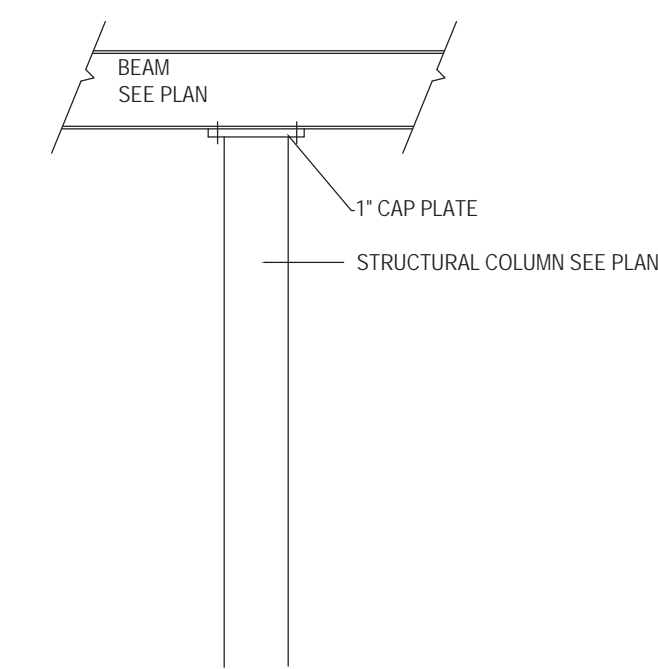
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S1



ROOF FRAMING PLAN - PROPOSED 40 SUITES  
1/8" = 1'-0"



DETAIL  
SCALE 3/4" = 1'-0"

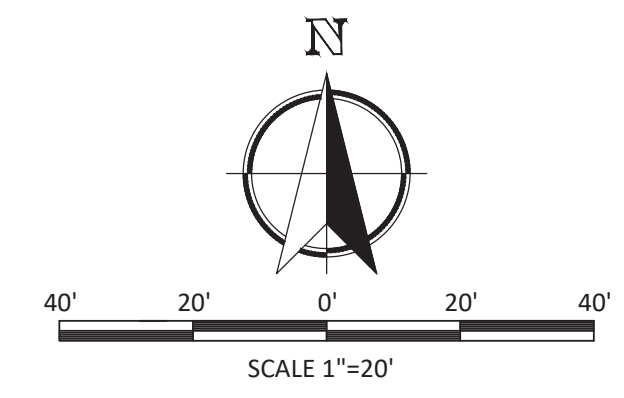
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11-30-22

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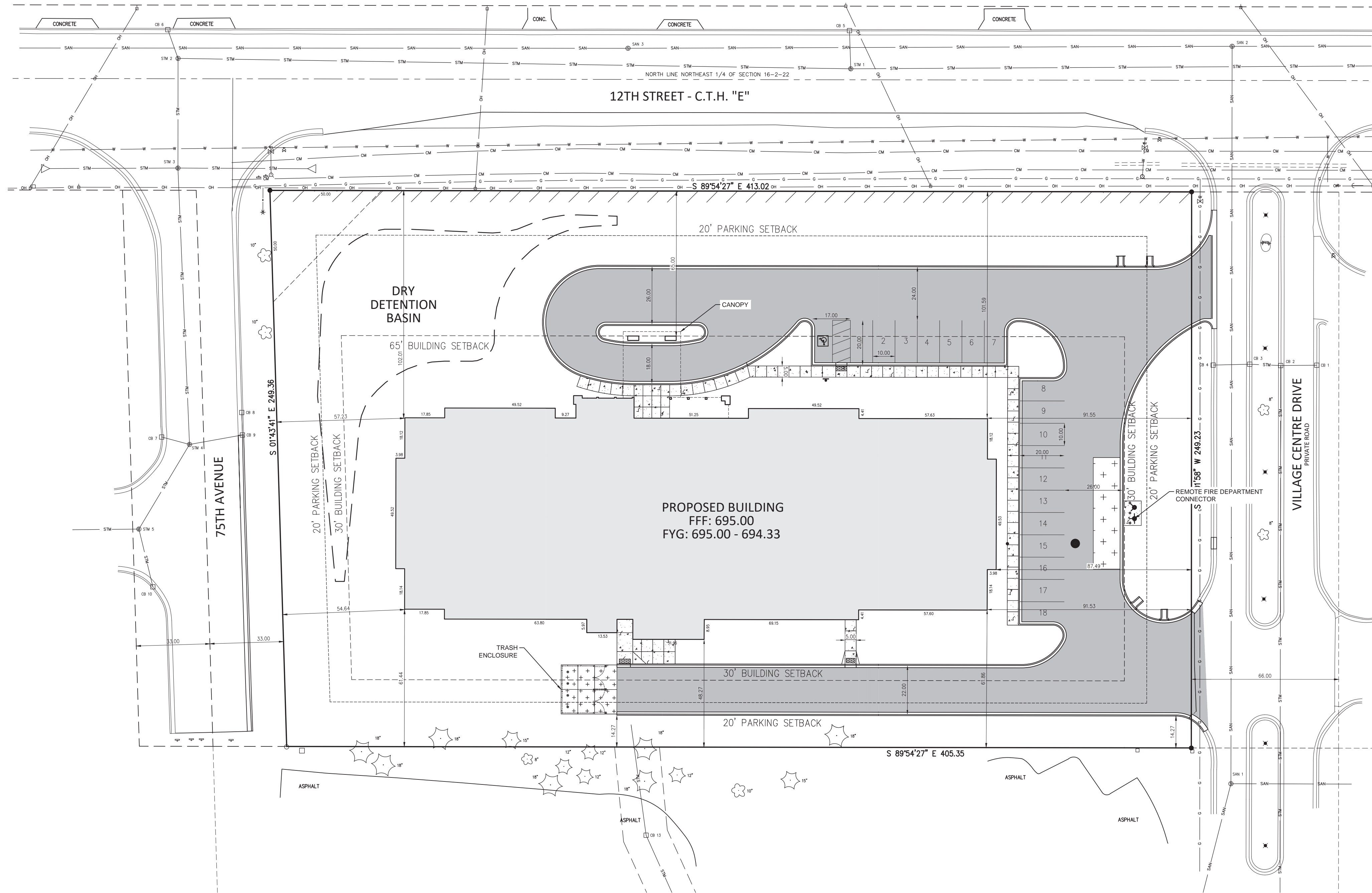
HOME INSPIRED 2  
SOMERS, WISCONSIN

S2



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

**HOME INSPIRED II CBRF**  
 DIMENSIONED SITE PLAN  
 FOR  
**HOME INSPIRED II, LLC**  
 VILLAGE OF SOMERS, COUNTY OF KENOSHA, STATE OF WISCONSIN



**SITE LEGEND**

- ASPHALT PAVEMENT
- CONCRETE PAVEMENT

**SITE DATA**

PARCEL NUMBER:	82-4-222-161-0106
EXISTING ZONING:	COMMUNITY BUSINESS DISTRICT (B-2)
PROPOSED ZONING:	INSTITUTIONAL DISTRICT (I-1)
EXISTING FLOOD ZONE:	N/A
DEVELOPMENT TYPE:	RESIDENTIAL (CBRF)
EXISTING USE:	VACANT
PROPOSED USE:	ASSISTED LIVING
APPLICANT:	HOME INSPIRED II, LLC ANUP PATEL 1201 VILLAGE CENTRE DR SOMERS, WI 53144
<b>EXISTING IMPERVIOUS SURFACE CALCULATIONS</b>	
TOTAL IMPERVIOUS SURFACE AREA:	14,495 S.F. (14.21%)
TOTAL GREEN SPACE AREA:	87,486 S.F. (85.79%)
TOTAL PARCEL AREA:	101,981 S.F. (2.34 ACRES)
<b>PROPOSED IMPERVIOUS SURFACE CALCULATIONS</b>	
PROPOSED BUILDING AREA:	25,814 S.F.
PROPOSED PAVEMENT AREA:	27,060 S.F.
TOTAL IMPERVIOUS SURFACE AREA:	52,874 S.F. (51.85%)
TOTAL GREEN SPACE AREA:	49,107 S.F. (48.15%)
TOTAL PARCEL AREA:	101,981 S.F. (2.34 ACRES)
<b>PROPOSED PARKING DATA</b>	
TOTAL PROPOSED PARKING:	19 SPACES (INCLUDING 1 ADA SPACE)



Call (800) 242-8511  
 www.DiggersHotline.com

**UTILITY NOTE**

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

NO.	REVISION	DATE

PROJ. MGR: MDE  
 DRAFTED: CIS  
 DATE: 1-5-2023  
 CHECKED: JIC  
 DATE: 1-5-2023

2010.0126.05

SHEET  
**C103**

Symbol	Qty	Label	Arrangement	LMF	Lum. Lumens	Lum. Watts	Part Number
□	1	4M-22L	SINGLE	1.000	22100	132	OSQL-B-22L-40K7-4M-UL-NM-__w/OSQ-ML-B-DA-__
□	2	2M-22L	SINGLE	1.000	22100	132	OSQL-B-22L-40K7-2M-UL-NM-__w/OSQ-ML-B-DA-__
□	2	4M-22L - 2(90)	2 @ 90°	1.000	22100	132	OSQL-B-22L-40K7-4M-UL-NM-__w/OSQ-ML-B-DA-__

Fixture Mounting Height: 25' AFG (22' Pole + 3.0' Base)

**Pole Schedule**

- (3) SSS-4-11-22-CW-BS-1D-C-\_\_ (22' X 4" X 11ga STEEL SQUARE POLE, Single)
- (2) SSS-4-11-22-CW-BS-2D90-C-\_\_ (22' X 4" X 11ga STEEL SQUARE POLE, 2@90°)

Proposed poles meet 120 MPH sustained winds.

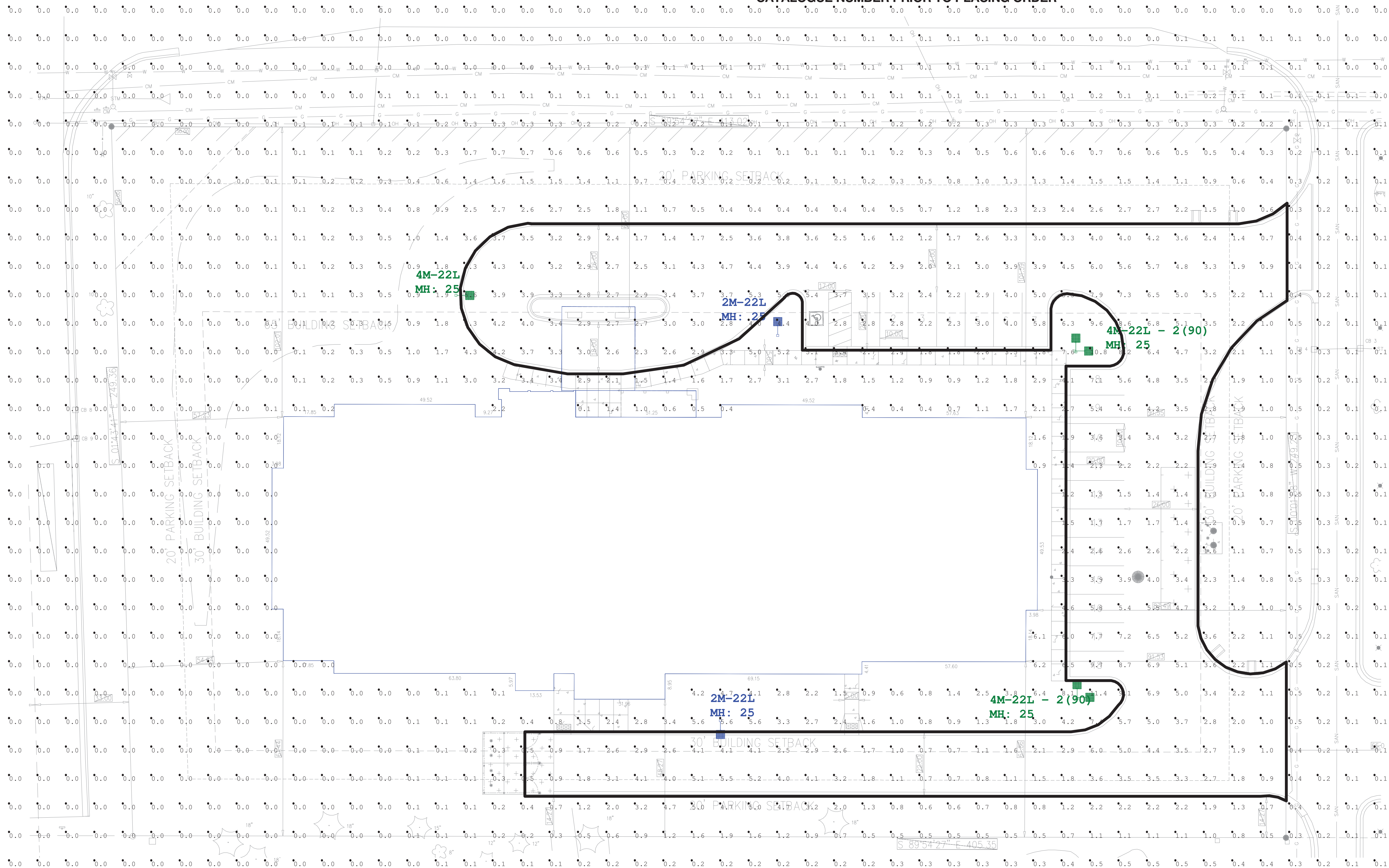
**Additional Equipment:**

- (7) - OSQ-ML-B-DA-\_\_ - (Direct Arm Mount)

\*\*\* CUSTOMER TO VERIFY ORDERING INFORMATION AND CATALOGUE NUMBER PRIOR TO PLACING ORDER \*\*\*

Calculation Summary; 1.00 LLF

Label	Units	Avg	Max	Min	Avg/Min	Max/Min
All Calc Points	Fc	1.12	11.4	0.0	N.A.	N.A.
Paved Parking	Fc	3.41	9.7	0.7	4.87	13.86



A COMPANY OF IDEAL INDUSTRIES, INC.  
9201 Washington Ave, Racine, WI 53406 https://creelighting.com - (800) 236-6800

Illumination results shown on this lighting design are based on project parameters provided to Cree Lighting used in conjunction with luminaire test procedures conducted under laboratory conditions. Actual project conditions differing from these design parameters may affect field results. The customer is responsible for verifying dimensional accuracy along with compliance with any applicable electrical, lighting, or energy code.

Project Name: HOME INSPIRED II CBRF - VILLAGE OF SOMERS, WI - EXT

CASE #: 00534835

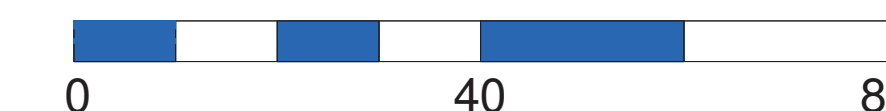
Footcandles calculated at grade

Filename: 230106HO1CJW.AGI

Layout By:  
Collin Witherow

Date: 1/6/2023

Scale 1" = 20'



**DEVELOPMENT AGREEMENT  
BETWEEN THE VILLAGE OF SOMERS AND  
HOME INSPIRED II LLC FOR “HOME INSPIRED SENIOR  
LIVING CENTER”, A PROPOSED CBRF FACILITY BEING  
A PART OF SECTION 19, TOWN 2 NORTH, RANGE 23 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 Home Inspired II LLC, a Wisconsin limited liability company (herein referred to as the “Developer”).

WHEREAS, the Developer has proposed to rezone and develop a parcel of land (the “Property”) described with more particularity on the attached Exhibits “B” and “C”, which is incorporated herein by reference.

WHEREAS, the Developer has proposed a Senior Assisted Living Center on the Property, the exact configuration of which is described on the attached exhibits; and

WHEREAS, it is the proposal of the Developer, and the understanding and agreement of the Village, that the approval of the Site Plan, Zoning and Comprehensive Land Use Amendment 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 Site Plan (Exhibit “B”) and has recommended to the Village Board that the Site Plan be approved and a portion the property be rezoned from existing B-2 Community Business District to I-1 Institutional District 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 Chapters 13 and 18 of the Village Ordinances as required for connection of the Property to the sanitary sewer collection system of the Village, all of which plans must be reviewed and approved by the Village and the City of Kenosha Water Utility (KWU) and are subject to further review and approval by the State of Wisconsin Department of Natural Resources. The Developer shall submit both electronic and paper form copies to the Village of the required plans and specifications. Developer shall forward true and correct photocopies of all bids received pursuant to the construction bid

specifications and photocopies of any contracts to Village Consulting Engineer for review. Village shall cooperate with Developer in obtaining all necessary permits required from the KWU and the State of Wisconsin for such sanitary sewer approval.

2. Upon the determination of a responsible bidder, the Developer shall inform the Village of the amount of such bid in written format and the contractor to whom contract shall be awarded. The Developer shall deposit with the Village one hundred twenty (120%) percent of the full amount of the estimated engineering, administrative and legal fees in cash for the improvements to be constructed with the Village. Following the deposit to cover all expenses to be incurred by the Village including engineering reviews, field observations, legal and administrative fees and other contingencies, the Developer shall then award the contract to a responsible bidder.

3. 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.

4. Village shall allow Developer to locate sanitary sewer in easements under or adjacent to the public and private roads located in the Property. Such sanitary sewer lines will be run adjacent to the public and private roads with metering manhole for the building based upon plans approved by the Village all in accordance with the attached Exhibit "E". 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 and KWU.

5. Upon completion of the onsite sanitary sewer construction by Developer, and verification by the Village Consulting Engineer that said sanitary sewer system has been constructed in accordance with plans and specifications submitted, the Developer shall vest all right, title and interest in the public portion of the onsite sanitary system, if any, and any easements required for installation, and shall cause documents to be executed and delivered to Village which, in the reasonable opinion of counsel to the Village, shall be necessary to effectuate the purposes stated in this paragraph.

6. 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 MAINS-DEVELOPER CONSTRUCTED.**

1. The Developer shall be responsible for complete preparation of plans and specifications for the construction of onsite water mains and offsite connections for public water mains in accordance with the attached Exhibit "D". Developer shall be responsible for the preparation of plans and the cost of constructing laterals to serve the building within the

development and as depicted on the attached Exhibit "D", Watermain Plan. Developer shall award construction of water improvements only to contractor(s) who have been pre-qualified under Chapter 22 of the Municipal Code of the Village.

2. Upon completion of the onsite and offsite public portion of the water main improvements within and offsite from the Property, as shown on Exhibits "D", and verification by the Village Consulting Engineer that said water system has been constructed in accordance with plans and specifications, all right, title and interest in, and any easements required for the installation by the Water Utility, shall be vested in the Utility for the public portion of such improvements without further documentation. The Developer shall assign to the Water Utility any easements or rights-of-way required for the installation of water lines, and shall cause documents to be executed and delivered to Village which, in the reasonable opinion of counsel to the Village, shall be necessary to effectuate the purposes stated in this paragraph.

3. Upon completion of onsite and offsite public water main improvements, the Village shall allow Developer to connect to the municipal water system of Village, all at the cost and expense of Developer. Village shall cooperate with Developer and shall assist in obtaining all necessary permits required from the State of Wisconsin and KWU for such municipal water connections.

4. The Village shall accept the public portion of any offsite municipal water systems improvements located in the public or private roadway or in any easement upon (i) completion in accordance with approved plans and specifications, (ii) construction and delivery without defect, damage or non-conformance, (iii) delivery to Utility of certified copies of all tests of the municipal water system, (iv) receipt of lien waivers from all contractors, and (v) review and verification by Village Consulting Engineer of the above. Said acceptance shall be subject to approval by the Board of Water Commissioners. Upon acceptance by Village, Village shall be responsible for the operation and maintenance of the public portion of said water system.

#### C. INTERNAL ROADWAYS.

The Developer shall be responsible to pay for all internal roadways and parking lots and shall proceed with the preparation of complete plans and specifications for all internal roads prepared by Developer's consulting engineer.

#### D. 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 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. 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 complete topographic survey of the entire development shall have been obtained by the Developer and submitted to the Village Consulting Engineer which shall confirm conformance with the development site plan and development subdivision 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 “T”, which is incorporated herein by reference. Developer shall be responsible for maintenance, replacement or repair of all storm and surface water conveyance systems, outlet structures and any detention pond 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.

4. Developer shall enter into a maintenance agreement to provide for the maintenance of stormwater detention facilities beyond the duration of this Agreement in accordance with Exhibit “T”. 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 “T”.
- (c) Identification of the Developer responsible for long-term maintenance of the stormwater management practices identified in the stormwater plan required hereunder.
- (d) Authorization for the Village to access the property to conduct inspections of

stormwater 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. This authorization shall also be noted on the revised Final Plat before recording the same.

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. 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, Exhibit "H", are in compliance with this Section II.A. 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 Property 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 Property, 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. Installation shall occur prior to the issuance of a Certificate of Occupancy for the site unless such occupancy occurs during winter, in which case the landscaping shall be completed by July 1 of the next summer.
- (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.
- (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" shall be installed with the initial construction of the development.

**B. EXTERIOR LIGHTING AND ILLUMINATION**

1. 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 of which is attached hereto as Exhibit "O". 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 multi-family 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. **BUILDING DESIGN STANDARDS.**

The Developer shall install and maintain improvements upon the property related to the building in accordance with the plans and specifications which have been approved 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 metal pipe or tubular railings with a prefinished Kynar finish or equivalent.
- (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 depicted on the Site Plan.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.

- (i) 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.
- (j) 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.
- (k) 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.
- (l) 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.
- (m) 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) All buildings shall be constructed so that there is a soundproofing barrier between walls, ceilings and floors of each unit with minimum STC rating of no less than sixty (60).
- (b) An on-site manager shall be available at all times to respond to any repairs which are required by the Village which shall be completed within two (2) business days or within a reasonable amount of time agreed upon between the Village Building Inspector and the on-site manager. 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.

- (c) 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
- (d) 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.
- (e) 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.
- (f) Every dwelling unit shall have a separate and secure mailbox or mail receptacle that is maintained in good repair at all times.
- (g) 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 the landscape plan.
- (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.

#### D. **TRAFFIC IMPACT.**

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.

+ E. PARKING.

Parking lots shall conform to the parking displayed and depicted on the Developer's plans.

F. 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 at each developed improvement.

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.

G. OUTDOOR STORAGE USES AND AREAS.

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

H. 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.

**I. NOISE.**

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

**J. MAINTENANCE OF IMPROVEMENTS.**

Developer 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 the Village 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 assign its responsibilities subject to the prior written consent of the Village for maintenance and cleaning under this paragraph.

**III. DEVELOPER WARRANTIES AND OBLIGATIONS**

**A. GUARANTEE OF ROADS AND TRENCH BACKFILL.**

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

2. Developer shall be responsible for the repair of any road patching or repairs until January 1, 2025, which must be done as a result of the Developer required infrastructure improvements under Sections I.A. and I.B. of this Agreement.

**B. VILLAGE COSTS.**

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

**C. SUBDIVISION AND CONDOMINIUM PLATTING ORDINANCE.**

The Developer represents that it has been provided with 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.

**D. 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 Village Subdivision and Platting Ordinance have been fully complied with regarding such proposed building and that all requirements for public improvements under this Agreement, utilities and gravel roadways and storm sewer necessary to serve such building have been or are in the process of being installed. Construction activities shall not commence on the site until the Village is in receipt of all fees due under this Agreement. No occupancy permits will be issued until all public improvements for such building have been completed.

2. Developer shall be responsible for the prompt payment to the Village of all building and utility connection fees imposed by Village Ordinance.

**E. INDEMNIFICATION.**

Developer shall, during the term of this Agreement, indemnify, defend and hold harmless Village and officers, consulting engineers, attorneys, agents, representatives and employees thereof from and against any and all claims, damages, judgments, costs and expenses and 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 and offsite 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 to Village, its agents or contractors, provided that Village shall provide notice of any claim it has under this provision, will afford the Developer the right to defend, prosecute and settle such claim, will make full disclosure of all

relevant facts and circumstances, and shall cooperate with Developer and Developer's legal counsel in defending against any such claim, at Village's expense if by separate counsel, to the extent permitted by Developer's insurance company. Any costs or expenses including actual 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.

**F. ZONING APPROVAL; PERMITS AND ASSESSMENTS.**

1. The improvements to be constructed as depicted on the attached Exhibit "A" and incorporated herein by reference has been approved by the Village Board and, subject to subparagraph III.F.4. below, 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 the zoning are hereby vested on the date the parties have executed this Development Agreement.

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

3. Subject to the terms of Section III.D.2. hereof, 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.

4. The zoning approvals granted by virtue of this Agreement shall be in effect for an initial period of five (5) years from the date of this Agreement. In the event that the Developer fails to obtain approval for the construction of at least one (1) building and commence construction on such building within five (5) years of the date of this Agreement, then, after notice and hearing before the Village Board, the Village may choose to revoke such zoning approvals.

**G. WAIVER OF RIGHT TO OBJECT TO ASSESSED VALUES OF INCREMENT.**

Developer will not file an objection to a real property assessment of the Property commencing in 2023 and ending on the termination of this Agreement.

**IV. 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 Twenty-eight Thousand Two

Hundred Five and 00/100 (\$28,205.00) Dollars, based upon approval by the Village to construct the building within the approved Development, which shall be paid by Developer. Payments shall be due upon issuance of a building permit for the building. The Developer and the Village hereby agree to be contractually bound by the terms and conditions of this paragraph, IV., 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 IV. 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) and Appendix "C" of the Code of Ordinances of the Village as described hereafter.

## V. 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 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. 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.

This Agreement shall be in effect for a period of forty (40) years from the date of execution hereof and shall inure to the benefit of and be binding upon the successors in title and

assigns of Developer and upon successor corporate authorities and successor municipalities of Village. However, the guarantee of improvements shall be for the period specified herein, whether or not such guarantee may extend beyond the term of Agreement, and any recorded restrictions shall have the life accorded to such restrictions under applicable state law.

**E. SANITARY SEWER AND WATER CONNECTION CHARGES.**

Developer agrees to pay all sanitary sewer connection charges or other fees imposed by the Village imposed by the Village for all improvements associated with the project. All one-time connection charges for municipal sanitary sewer shall be as described on the attached Exhibit "M".

**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
Exhibit "B"	Site Plan
Exhibit "C"	Legal Description
Exhibit "D"	Municipal Watermain Plan
Exhibit "E"	Sanitary Sewer Plan
Exhibit "G"	Stormwater Plan
Exhibit "H"	Landscape Plan
Exhibit "I"	Maintenance Agreement
Exhibit "M"	Schedule of Permit Fees
Exhibit "O"	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.

**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 12<sup>th</sup> Street, P.O. Box 197, Somers, Wisconsin 53171. Any notice addressed to the Developer shall be addressed to the attention of Kevin Metz, 8315 18<sup>th</sup> Street, Kenosha, Wisconsin 53144-7106. 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 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.

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 is agent, governmental restrictions, closures, orders and regulations (whether local, state or federal in nature), including, without limitation, government restrictions, closures, orders and regulations in connection with or arising from public health emergencies, such as the global COVID-19 virus pandemic, or any other cause beyond a party's reasonable control, then the party so delayed or prevented from performing its obligations under this Agreement shall not be deemed to be in default under this Agreement as long as such party is acting reasonably and in

good faith in performing under this Agreement, and the period of such delay or prevention shall allow for an extension period equal to the period of such delay, interruption or prevention to perform such obligation.

WITNESS OUR HANDS AND SEALS this \_\_\_\_ day of \_\_\_\_\_, 2023.

**VILLAGE OF SOMERS**

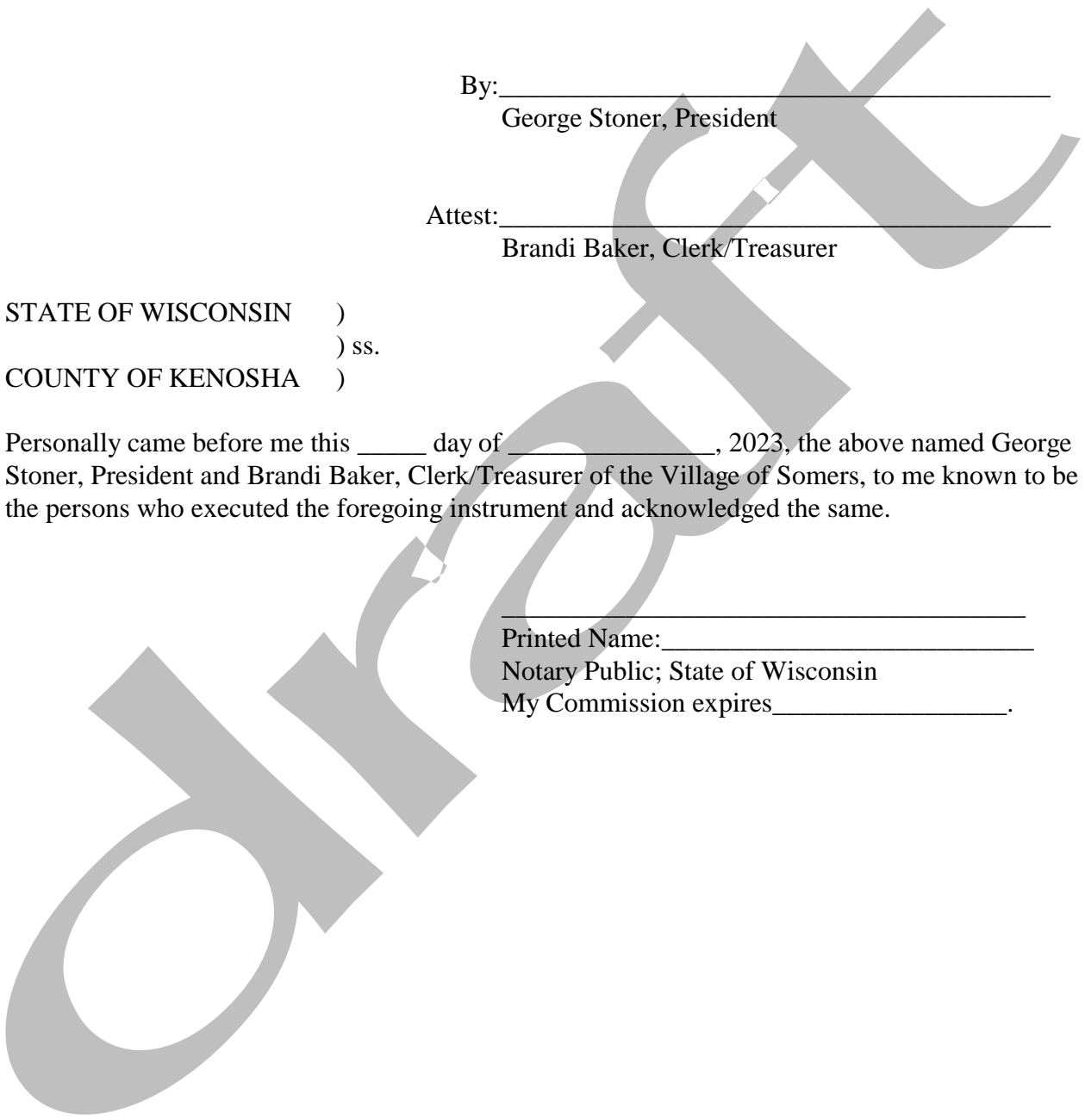
By: \_\_\_\_\_  
George Stoner, President

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 \_\_\_\_\_.







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

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**WORK SESSION:** January 17, 2023

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

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

**AGENDA ITEM:** #5 Discussion on revised Special Event and Cabaret Ordinances

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**BACKGROUND:**

Staff has been reviewing the Ordinances we currently have pertaining to Cabaret and Special events permitting. We have been working with attorney Davison to better define requirements and guidelines for these permits.

Currently the Village offers an annual Cabaret license that businesses which hold a Class B liquor license can apply for which could include indoor or outdoor amplified music. We also currently offer a Special Events permit for a onetime event occurring over a 24-hour period.

Staff is proposing a change to both permits.

The major changes with the annual Cabaret license would exclude any outdoor amplified music, and that the requirements to obtain this license would have the applicant include much more detail.

Special events permit will be split into two types, single events, and a recurring permit. The recurring permits will be annual, and the business must submit a list of each event but will be allowed to add events 30 days prior with notice to the Clerk so they may be reviewed. The recurring permit will only be available to events that are located in the PR-1, A-2 or I-1 zoning districts.

**UPDATE:**

This was previously discussed at the December 6, 2022, work session. It was advised to bring back to another work session in January to discuss and move forward with approval.

Staff and Attorney Davison are in the process of a revised, more detailed application process.

COMMENTS:

Staff recommends that these items be placed on the January 24<sup>th</sup> Board Meeting for action.

ATTACHMENTS:

Ordinance 2023-002

Ordinance 2023-003

ORDINANCE NO. 2023-002

AN ORDINANCE TO REPEAL AND RECREATE SECTION 12.15  
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS  
RELATING TO CABARET LICENSES

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The Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereby repeals and recreates Section 12.15 of the Code of Ordinances of the Village of Somers to read as follows:

**12.15 CABARET LICENSES.**

(A) **License Required.** No holder of a "Class B" or a Class "B" liquor or beer license within the Village shall afford to the Licensee's patrons unless the Licensee first shall have obtained a Cabaret License from the Clerk/Treasurer:

- (1) The music of one (1) or more musicians.
- (2) Specifically feature or advertise dancing in the Licensee's premises using mechanical devices to produce music.
- (3) Furnish entertainment by, or performance of, any act, stunt, or dance by performers under the Licensee's auspices, whether such performers or dancers are paid or not.
- (4) This section shall not apply to holders of a Special Event Permit issued under §12.155 of the Ordinances.
- (5) A probationary or regular cabaret license, as defined in §12.15(B) and §12.15(C) of these ordinances, and upon approval of the Village Board for the issuance thereof, shall be issued such license for one (1) or more of the following specific uses, subject to compliance with further conditions set forth by the Village Board:
  - (a) A disc jockey utilizing mechanical devices to reproduce music.
  - (b) Up to two (2) musicians, not electronically amplified.
  - (c) Two (2) or more musicians electronically amplified.
  - (d) Non-musical entertainers, including, but not limited to dancers, actors, comedians, models or modeling, and magicians.

(e) Any other live entertainment excepting live entertainment regulated under the Village Zoning Ordinances.

(B) **Probationary Cabaret License.**

(1) The application for a Cabaret License shall be on Village forms and shall be filed with the Clerk/Treasurer and directed to the Village Board, and shall be accompanied by the application fee.

(2) The application shall contain the name of the applicant and the location of the place to be licensed.

(3) All such applications shall be accompanied by a non-refundable fee of Two Hundred Fifty (\$250.00) Dollars.

(4) Whenever such application is received by the Clerk/Treasurer, the Clerk/Treasurer shall forward such application to the Kenosha County Sheriff, the Building Inspector and the Fire Chief who shall then each investigate or cause to be investigated such application for the purpose of determining whether the place to be licensed will comply with all the laws and regulations applicable thereto. The Sheriff, the Building Inspector and the Fire Chief shall each, within thirty (30) days, thereupon furnish to of the Village Board in writing the information derived from such investigation and the Village Board shall then hold a public hearing on such application.

(5) After such public hearing and after due deliberation in open session, the Village Board shall approve or deny the by majority vote. Upon the favorable voting for granting of the license, it shall thereupon be issued by the Clerk/Treasurer with such conditions as may be imposed by the Village Board. In the event the application is denied, such denial shall be based upon specific findings of facts.

(6) Each probationary license granted under this section shall be for a period of six (6) months, and each probationary license shall be subject to revocation as hereinafter provided.

(7) Probationary licenses may be granted based upon the written agreement of the applicant to comply with conditions set forth by the Village Board. Conditions may only be imposed based upon evidence presented which address the safety, health and welfare of the general population including noise and crowd disturbances and parking.

(8) The Clerk/Treasurer shall be responsible for drafting and issuing all such probationary licenses. All such licenses shall specify the name of the holder of the license and the dates for which it is applicable as well as any conditions that

may be imposed by the Village Board. All such licenses shall be posted in public view at the licensed premises, including all conditions.

(C) **Regular License.**

(1) After an applicant has held a probationary license for a period of six (6) months, the Village Board shall consider the issuance of a regular license. Whenever such application for a regular license is received by the Clerk/Treasurer, the Clerk/Treasurer shall follow those notification procedures provided for in subsection (B)(5) of this ordinance. Such consideration by the Village Board shall be preceded by an investigation by the Kenosha County Sheriff to determine if the Licensee has complied with this ordinance during the time that the probationary license has been in effect. The Sheriff shall thereupon furnish to the Board in writing the information derived from such investigation within thirty (30) days after application for a regular license. The Sheriff shall also furnish the Village Board in writing with information relative to the investigation of any complaints received by the Sheriff concerning the holder of the probationary license. No application for a regular license will be taken earlier than sixty (60) days prior to the expiration of the probationary license. If major structural modifications were not made to the premises, the Village Building Inspector may be required for renewal of a Regular Cabaret License.

(2) Each regular license granted under this section shall expire on June 30<sup>th</sup> of each year, and each license shall be subject to revocation as hereinafter provided. The renewal applicant must sign and verify that no structural changes were made to the premises and shall be subject to an updated Sheriff's background report.

(3) Regular licenses may be granted based upon the written agreement of the applicant to comply with conditions set forth by the Village. Conditions may be imposed which address the safety, health and welfare of the general population including noise and crowd disturbances and parking.

(4) The Village Clerk/Treasurer shall be responsible for drafting and issuing all such regular licenses. All such licenses shall specify the name of the holder of the license and the dates for which it is applicable as well as any conditions that may be imposed by the Village Board. All such licenses shall be posted in public view.

(D) **Renewals.**

(1) Any holder of a regular license granted under this ordinance or any holder of a license granted under a prior ordinance who wishes to renew that license and obtain a regular license shall submit his application for renewal at least sixty (60) days before their present license expires. Such licenses may be renewed

pursuant to the provisions of this ordinance as it applies to notice being given by the Village Clerk/Treasurer and pursuant to the provisions of this ordinance as it applies to investigation by the Sheriff's Department and action by the Village Board. Renewal applications not timely received shall be treated as a new application under sec. (B) of this ordinance.

(2) All such renewal applications shall be accompanied by a fee of One Hundred Fifty (\$150.00) Dollars.

(E) **Regulations.**

(1) No dancing shall be permitted within six (6) feet of a bar over which patrons are directly served.

(2) While dancing is in progress, the dance area shall be illuminated by at least two (2) foot candles per square foot.

(3) Good order shall be maintained at all times including the exterior of the licensed premises such as parking areas. Without limitation due to enumeration, a lack of "good order" for purposes of this section shall be deemed to include persistent loud noises to the annoyance or detriment of surrounding property owners, patrons urinating in public, using profane language or fighting.

(4) The license holder shall insure that the building capacity set by the Village Board or in lieu thereof, by the Kenosha County Sheriff's Department, after consultation with appropriate consultants shall be maintained at all times.

(5) Adequate parking and, if deemed necessary by the Sheriff's Department for safety reasons, lighted parking facilities shall be maintained so as to accommodate anticipated capacities.

(6) The license holder shall comply with all state statutes and regulations and all county and Village ordinances.

(7) Entertainment may be confined to a specified location on the premises. Premises are defined for purposes of this section as the enclosed structure or part of any enclosed structure licensed for distribution of liquor and/or malt beverages as described in the application for license on file with the Clerk/Treasurer. Cabaret Licenses shall not be issued for areas outside of an enclosed structure.

(8) Music and other entertainment which is amplified inside shall cease after 10:00 p.m. on Sunday through Thursday and 12:00 a.m. on Friday and Saturday.

(9) The management shall obey all reasonable orders or directions of any law enforcement officer.

(10) The performance of any act, stunt, or dance by performers under the auspices of the management, other than musicians, shall be given only on a raised portion of the floor separated by a railing or other device from the patrons so as to deter patrons from participating in any act, stunt or dance.

(11) No license holder personally or through the Licensee's agent or employees shall permit any patron to participate in any act, stunt or dance with performers who are under the auspices or furnished by the management. This section does not apply to Karaoke.

(12) No patron shall participate in any act, stunt or dance by performers who appear under the auspices of the management. This section does not apply to Karaoke.

(13) No entertainer or musician shall associate or fraternize with customers on the premises of the licensed establishment in which he or she is currently performing in violation of the provisions of §944.36, Wis. Stats.

(14) No Licensee, personally or through the Licensee's agent or employee, shall advertise or produce lewd, obscene or indecent performances.

(15) The top portion of the costume worn by female entertainers shall be of non-transparent material. It must encircle the body, and the areola of the breast must be completely covered. The lower portion of the costume worn by male or female entertainers must completely cover the entire pubic area and the cleavage of the buttocks and be of non-transparent material.

(F) **Revocation of License.**

(1) A recorded hearing shall be held for the purpose of revoking a license under this ordinance. This hearing shall be preceded by written notice to the holder of such license at least ten (10) days prior to said hearing. All hearings for revocation shall be heard before the Village Board, which hearings shall afford the holder of such license an opportunity to present evidence on his or her behalf, to cross examine witnesses sworn under oath and all such other due process rights to which the applicant may be entitled. The Village Board prior to revoking any such license shall make specific findings of fact to support revocation of the license. In lieu of revoking said license, conditions set by the Village Board to address specific nuisances, dangers or hazards may be imposed pursuant to this ordinance.

(2) Conviction for the violation of any provision of the Wisconsin Liquor Laws, local zoning or building and sanitary codes or the cabaret ordinance shall be sufficient for the Village Board to revoke such license. In the event any regular license is revoked, the fee paid for such license shall be forfeited and not returned

to the holder.

(3) The Village Board may, after the hearing described in subsection (F)(1), revoke any such Cabaret license upon sufficient proof that the holder has permitted or suffered the licensed premises to be conducted by the Licensee, employees, patrons or others in violation of health regulations or in a disorderly or improper manner, or in violation of the laws of the State or rules and regulations of the officers, boards, or commissions of the State applicable thereto, or for any reasons set forth in sub. (2) or any violation of subsection (G), below.

(4) Any license holder whose license is revoked may appeal to the Board of Trustees in writing within fifteen (15) days of such decision.

(5) If any Cabaret License is revoked or rescinded, the applicant may reapply after a period of one (1) year. The applicant must show that measures were taken to correct the deficiencies that caused the revocation. Any applicant having their cabaret license revoked twice shall not be permitted to reapply for five (5) years.

(G) **Responsibility of Licensee.** Over and above the other provisions of this Chapter and Chapter 125, Wisconsin Statutes, every Class "A", "Class A", Class "B", or "Class B", or "Class C" (if available) Licensee licensed under this Chapter shall, during hours of operation of the licensed premises, be responsible for the conduct of patrons and persons who are not on the licensed premises, but are present on the following described off-licensed premises' property:

(1) Parking lot owned, leased or operated by Licensee which serves the licensed premises;

(2) The lot upon which the building being the subject of the license or parking lot serving the licensed premises is situated;

(3) Loitering where accompanied by loud noise, threats, fighting, open intoxicants, consumption of intoxicants, weapons use or display, illegal drug use or sale, urination, or otherwise disturbing, disorderly, or illegal conduct;

(4) Loitering of persons under the influence of alcohol beverage or drugs; hereinafter "loitering". The Licensee shall be responsible to monitor off-licensed premises property for compliance with this Ordinance. The Licensee shall have a duty to direct patrons or persons engaged in loitering to immediately leave property. The Licensee is not to use physical force to remove any such person or patron. Should notified persons and patrons fail to comply, Licensee shall have an obligation to call the Sheriff's Department for assistance. The Licensee may elect to first call the Sheriff's Department if the Licensee has concern for their safety. "Licensee" shall mean and include any person having control of the operation of the licensed premises.

(H) **Administrative Suspension.** Upon written request made and filed with the Clerk/Treasurer by the Kenosha County Sheriff, the President or the President Pro Tem in the absence of the President may immediately suspend any license issued under this Section. A written order of administrative suspension shall be served upon the Licensee. All licensed activities shall remain suspended until completion of an administrative review hearing. Upon administrative suspension, an administrative review hearing shall be scheduled for license review within ten (10) days pursuant to the terms of this Ordinance.

(I) **License Transfers.** Any cabaret license issued pursuant to the provisions of this section shall not be transferable.

(J) **Severability.** If any section, clause, provision or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

(K) **Penalty.** In addition to any other action taken by the Village Board, anyone who violates any of the provisions of this section shall forfeit not less than Two Hundred Fifty (\$250.00) Dollars and not more than Five Hundred (\$500.00) Dollars for each offense, together with the costs of prosecution. If such forfeiture and costs are not paid, he shall be imprisoned in the County Jail for not more than sixty (60) days.

Dated at Somers, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

VILLAGE OF SOMERS

By: \_\_\_\_\_  
George Stoner, President

Attest: \_\_\_\_\_  
Brandi Baker, Clerk/Treasurer

ORDINANCE NO. 2023-003

AN ORDINANCE TO CREATE SECTION 12.155  
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS  
RELATING TO SPECIAL EVENT PERMIT

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The Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereby creates Section 12.155 of the Code of Ordinances of the Village of Somers to read as follows:

**12.155 SPECIAL EVENT PERMITS.**

(A) **Purpose.** This Section is enacted to regulate and control outdoor and indoor/outdoor special events and activities incidental to special events within the Village of Somers to the extent that the health, safety, and general welfare of the public and the good order of the Village can be protected and maintained. It is recognized that special events may include multiple activities which are subject to additional Village licensing requirements. A Special Events Permit does not authorize the sale or dispensing of alcoholic beverages without an appropriate license.

(B) **Definitions.**

(1) **Single Special Event Permit Term.** A permit issued for a period of time up to twenty-four (24) consecutive hours authorized by the Reviewing Authority. No more than \_\_\_\_\_ Single Special Event Permits shall be issued to a Special Event Organizer in any calendar year.

(2) **Recurring Special Event Permit Term.** A permit issued for a period of three hundred sixty-five (365) days commencing on the first day of April and ending on the 31<sup>st</sup> day of March the following calendar year. Recurring Special Event Permits may be issued to a Special Event Organizer where the special event is located in the PR-1, A-2 or I-1 zoning districts within the Village where the Special Event Organizer and the location of the special event historically has hosted numerous activities which would be considered special events under this Ordinance. Recurring Special Event Permits shall only be issued to the owner of the property or to a lessee or licensee of the owner where such lessee or licensee has exclusive right to the use and possession of the property. In the event that a Recurring Special Event Permit is issued for a qualifying premises and someone other than the permittee under the Recurring Special Event Permit seeks to hold a special event, a separate Single Special Event Permit must be sought by the lessee or licensee of the party which is the permittee under the Recurring Special Event Permit. By way of illustration, in the event that a Recurring Special Event Permit is issued to the owner of a particular parcel and the owner allows another

person, firm or organization to have an activity which would be considered a special event under this Ordinance, the organizer of that activity must make application as a Special Event Organizer for a Single Special Event Permit and cannot conduct a special event under the Recurring Special Event Permit issued by the Village for such property. It is recognized by the Village that the holder of a Recurring Special Event Permit may not be in a position at the time of application for such permit to provide a description of all of the activities and/or dates for such activities for a calendar year due to the addition, cancellation or change of dates for such activities. As such, the holder of a Recurring Special Event Permit shall, not less than thirty (30) days before the proposed special event, notify the Village Clerk/Treasurer of the date, time and general description of such special event and the periodic updating of special event information under a Recurring Special Event Permit shall be a condition of the permit pursuant to paragraph (I), below.

(3) **Reviewing Authority**. The Reviewing Authority for special events shall be the Village Board of Trustees unless such authority is delegated in whole or in part by the Village Board to the Village Clerk/Treasurer.

(4) **Special Event**. An event, program or activity occurring on a scheduled date, lasting no longer than twenty-four (24) hours (in the case of a single special event) or consisting of reoccurring consecutive or non-consecutive days (in the case of a recurring special event), to which the general public is solicited or otherwise encouraged to attend that may or may not require Village services. Types of Special Events include, but are not limited to, concerts, parades, festivals, marches, ceremonies, tournaments, exhibitions, expositions, fairs, live music performances, markets, fundraisers or shows.

(5) **Special Event Organizer**. An approved applicant for a special event. A Special Event Organizer must be the owner, lessee or licensee of the real property upon which the special event is to take place.

(6) **Vendor**. A person, firm, party or business entity who as part of a Special Event, offers anything for sale, trade, use or reuse, including but not limited to, articles, food, produce, beverage, goods, service, art, craft or product; or interacts with potential customers in or around the Special Event, taking names for the purpose of making future sales, offering applications or materials for future sales, or in any other participating operation or attempting to publicly sell or offer for sale any such article or service.

(C) **Permit Required**. A Special Event Permit shall be required under this section prior to and as a condition of any person, party, firm or corporation undertaking a special event. A Special Event Permit shall be issued in the name of the Special Event Organizer, who shall be responsible for the conduct and supervision of all activities authorized under the Special Event Permit, whether or not said Special Event Organizer is present at the special event location. However, this does not preclude enforcement of statutory or ordinance violations against individuals conducting the activities under such

permit. A Special Event Permit issued pursuant to this section shall authorize only those activities described in the permit.

(D) **Exceptions.**

- (1) A special event organized and approved by the Village of Somers.
- (2) Activities which would otherwise be described as a special event which have been organized and approved pursuant to a lease or other agreement between an Event Organizer and the Village of Somers.

(E) **Application.** Application for a Special Event Permit shall be fully completed, properly executed, and filed not more than three hundred sixty-five (365) days and not less than thirty (30) days prior to the special event with the Village Clerk/Treasurer on a form designed for that purpose. The application shall:

- (1) Identify the Special Event Organizer's name, address and telephone number(s);
- (2) Set forth the exact date(s) and times of the special event;
- (3) Describe the specific location of the premises for which a Special Event Permit is sought, including a scaled site plan, detailing locations for vending, entertainment, stages, portable restrooms, tents, parking, garbage collection, etc.;
- (4) Include an operational plan describing the special event and detailing actions the Special Event Organizer will take to support the objectives of this section. The operational plan must address the Permit Standards (Section H) and Permit Conditions (Section I) of this section;
- (5) Describe all Village services required, if any;
- (6) Any other relevant information requested on the application form which is reasonably necessary to a fair determination as to whether the Special Event Permit should be issued.

(F) **Permit Application Fee.** If filed forty-five (45) days or more prior to the special event, the non-refundable permit fee shall be Seventy-five (\$75.00) Dollars per event application. If filed less than forty-five (45) days, but at least thirty (30) days prior to the special event, the non-refundable permit fee shall be One Hundred Fifty (\$150.00) Dollars per event application. The following types of special events are exempt from paying the licensing fee if the application is filed forty-five (45) days or more prior to the date of the special event:

- (1) A special event presented by the Village or Town of Somers shall be deemed to be a permitted special event.

(2) Activities sponsored and organized by an accredited school, school system, college, bonafide youth organizations, bonafide veteran's organization, church or bonafide religious organization upon authorization of the Reviewing Authority responsible for use of the Village property.

(G) **Review.** Applications for Special Event Permits shall be referred by the Clerk/Treasurer to the Department of Public Works, Kenosha County Sheriff's Department, Fire Department, and any other affected Village Department for review and written comment. Within ten (10) days of receiving the application the Village and any other affected Department shall send their comments to the Clerk/Treasurer to be forwarded to the Reviewing Authority for consideration. Upon the conclusion of the ten (10) day Departmental review period, the Reviewing Authority shall complete its review and grant, grant with conditions or deny the application within twenty-eight (28) days. Whenever a permit application is denied, a statement of the reason(s) for denial shall be provided to the applicant in writing.

(H) **Standards For Permit Issuance.** The Reviewing Authority shall consider the following standards for permit issuance and grant a permit only upon finding that:

(1) The proposed special event is incidental to an appropriate recreational or cultural use of the location, taking into consideration all land use regulations for the location, including zoning and any Conditional Use Permit requirements.

(2) The operational plans submitted by the Special Event Organizer will promote the health, safety and general welfare of the public and the good order of the Village.

(3) The activity or use will be in compliance with applicable Federal, State, County and Village laws, rules and regulations.

(4) The activity or use will not create an unreasonable risk of loss of life, personal injury or property loss or damage or otherwise threaten the public health, safety or welfare.

(5) The activity or use will not unreasonably interfere with the use of the location or surrounding areas by the general public and is consistent with uses in the surrounding neighborhood.

(6) The activity or use will not entail an unusual, extraordinary or burdensome expense to the Village which is not recovered in the permit fees or charges.

(I) **Permit Conditions.** Because all special events are unique and independent in terms of type, purpose, location, size, duration and participation, presenting unique issues and circumstances and challenges with regard to the health, safety and general welfare of the public, the Reviewing Authority, as a condition of issuance, may adopt reasonable operational rules, regulations and requirements for the special event. Notwithstanding the foregoing, the following permit conditions are applicable to all special events:

- (1) Compliance with applicable Federal, State, County and Village laws, rules and regulations including licensing conditions and operational requirements.
- (2) Execution of an Indemnity and Hold Harmless Agreement.
- (3) Provide private security for traffic, parking and/or crowd control.
- (4) Clean up area immediately following use.
- (5) Supervise all persons using the location under authority of the Special Event Permit to ensure compliance with the permit conditions.
- (6) Reimbursement to the Village of costs incurred in enforcing permit standards and conditions.
- (7) Procure and maintain one (1) or more liability insurance policy(ies) written by one (1) or more insurance company(ies) licensed to do business in the State of Wisconsin as required by paragraph L of this section.
- (8) Procure any other license or permit required for the activity.
- (9) No later than fourteen (14) days prior to the event, submit a list of all vendors who will be vending during the special event. If a special event consists of reoccurring non-consecutive days, the vendor list must be amended to reflect additions when applicable.
- (10) Have separate, clean and immediately accessible toilet facilities for each sex on the premises.

(J) **Village Services.** Special events provide recreational programs which are an enhancement to the quality of life for the residents of the Village to which the Village may contribute Village services. If the special event will require the use of Village equipment or services, the Special Event Organizer shall pay the actual cost, as determined by the Village staff, for the use of such equipment or services.

This may include, but is not limited to, equipment rental; equipment installation; personnel costs for set up and tear down; and waste removal. As a condition of approval of an application, the applicant shall pay, at the time the application is filed, the cost of any Village services identified. The cost for use of Village venues with regularly established fees, for protective services provided by the Kenosha County Sheriff's Department and the Somers Fire Department, as well as costs paid to third parties such as utility charges and insurance premiums, shall be the sole responsibility of the Special Event Organizer. All charges shall be paid in full within thirty (30) days of billing.

A special event presented by the Village or Town of Somers shall be exempt from paying the costs described herein.

(K) **Issuance.** To assure that conditions and insurances are in place throughout the Special Event, proof of insurances required pursuant to paragraph L., shall be a condition of issuance.

(L) **Insurance.**

(1) If the special event will occur partially or entirely on Village of Somers property, the Special Event Organizer shall, at a minimum, procure and maintain during the term of the Special Event occurrence based insurance policies, hereinafter specified insuring the Special Event and all associated Special Event activities. The Reviewing Authority may require additional coverages and/or increased coverage when deemed necessary.

(a) Commercial General Liability:

(i) General Aggregate—Two Million (\$2,000,000.00) Dollars.

(ii) Each Occurrence—One Million (\$1,000,000.00) Dollars.

(b) Automobile Liability: (When required as a permit condition)

(i) Combined single limit coverage for bodily injury and property damage per accident in the amount of One Million (\$1,000,000.00) Dollars.

(c) Liquor Liability Coverage (When alcohol is approved for the Special Event)

(i) General Aggregate—One Million (\$1,000,000.00) Dollars

(ii) Each Occurrence—One Million (\$1,000,000.00) Dollars

(d) Umbrella Liability in the following amounts over the Commercial General Liability and Automobile Liability amounts listed herein: (When required as a permit condition)

(i) Two Million (\$2,000,000.00) Dollars per person

(ii) Two Million (\$2,000,000.00) Dollars aggregate

The Commercial General Liability coverages required herein may be subject to a deductible or self-insured retention. If the Commercial General Liability insurance coverage policy has a deductible or self-insured retention, said deductible or self-insured retention cannot exceed Five Thousand (\$5,000.00) Dollars. The Umbrella Liability policy shall not contain exclusions or exceptions not present in the General Liability insurance policy.

(2) **Certificate of Insurance**. The insurance coverages listed above shall be verified by a Certificate of Insurance issued to the Village and shall provide that should any of the described policies be canceled before the expiration date thereof, the issuing company will mail ten (10) days written notice to the certificate holder.

(3) **Additional Named Insured Endorsement**. For special events requiring insurance coverage, the Village must be named as an additional insured on the Commercial General Liability, Automobile Liability, Liquor Liability and the Umbrella Liability. The Special Event Organizer shall provide the Village with a copy of the Endorsement(s) naming the Village as an additional insured.

(4) **Cancellation Endorsement**. All insurance policies maintained pursuant to this section will provide by endorsement that they may not be terminated nor may coverage be reduced except after ten (10) days' prior written notice to the Village. The Special Event Organizer shall provide the Village with a copy of the Cancellation Endorsement.

(5) **Primary Insurance Endorsement**. All policies maintained pursuant to this section will provide by endorsement that said policies are primary, not contributing with and not supplemental to the coverage that the Village may carry. The Special Event Organizer shall provide the Village with a copy of the Primary Coverage Endorsement.

(6) **Waiver of Subrogation Endorsement**. All policies maintained pursuant to this section shall by endorsement, waive all claims of subrogation and/or contribution against the Village that the Insurer may have arising out of the special event. The Special Event Organizer shall provide the Village with a copy of the Waiver of Subrogation Endorsement.

(M) **Laws**. There must be strict compliance with all applicable laws, specifically including the Fire Prevention Code and related permit requirements and when alcohol is served obtaining State required licenses embodied in Chapter 11 of the Code of General Ordinances.

(N) **Protective Service Accessibility**. At any time during the application review process or during the operation or maintenance of the special event, the Special Event Organizer and every affected Vendor shall comply with the orders or directives of members of the Kenosha County Sheriff's Department or Somers Fire Department regarding the keeping of accessibility lanes open for potential and actual emergency response. Failure to comply with such lawful orders or directives is a violation of this Chapter, which may result in the closure of a portion of the special event, closure of the entire special event, and/or citations appropriate under the Code of General Ordinances.

(O) **Operational Regulation**. A special event must be operated in strict compliance with the terms of this Section, the approved application and supporting documentation and all permit conditions adopted by the Reviewing Authority. Failure to do so shall be subject to an order to suspend and terminate the special event or event activities at the sole discretion of the enforcement authorities in furtherance of this Section.

(P) **Enforcement**. The enforcement of this Section shall be under the jurisdiction of the

Village Building Inspector, Somers Fire Department and Kenosha County Sheriff's Department, who shall have the authority to inspect a special event to determine compliance with this Section.

(Q) **Suspension or Revocation of Permit.** The Reviewing Authority may suspend or revoke any permit issued hereunder which is operated contrary to the terms of a permit issued under this Section, upon providing permit holder with a reasonable time, not to exceed ten (10) days, in which to file a written request with the Village Clerk/Treasurer to be heard in said matter, and show cause why the proposed action should not be taken. However, a permit may be administratively suspended by an Enforcing Authority identified in paragraph (P) without prior notice or opportunity to be heard where it constitutes an immediate danger to the public health, safety or welfare, where the special event is not operated in conformance with representations made in the application and the approved permit contrary to the provisions of this Section. In such cases, an opportunity for a post-removal hearing shall be provided following the foregoing provisions for an appeal.

(R) **Penalty.** Any person, firm, corporation or permittee who violates any provision of this Section, shall, upon conviction, forfeit not less than Two Hundred (\$200.00) Dollars and not more than Five Hundred (\$500.00) Dollars, plus costs of prosecution, in addition to all applicable surcharges and assessments. A person may be incarcerated in the County Jail for not more than ninety (90) days for non-payment of their forfeiture.

Dated at Somers, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

VILLAGE OF SOMERS

By: \_\_\_\_\_  
George Stoner, President

Attest: \_\_\_\_\_  
Brandi Baker, Clerk/Treasurer

# ***SOMERS FIRE & RESCUE***

**CHIEF**  
Benjamin Andersen

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



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**To: Village President and Village Trustees**

**From: Chief Andersen**

**RE: Authorization to sell**

I Chief Andersen am looking for board approval to sell out of service 2000 Medtec Ambulance along with other out of service or surplus equipment on Wisconsin Surplus Auction site as we have done in the past. The most recently purchased Ambulance from 2022 is in service and the 2000 ambulance listed above is completely out of service and has mechanical issues that ensure it is no value to the Department or village to keep for this reason I would like to sell it via auction with no reserve.

# ***SOMERS FIRE & RESCUE***

**CHIEF**  
Benjamin Andersen

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



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**To: Village President and Village Trustees**

**From: Chief Andersen & Firefighter/Medic Niccolo Celebre**

**RE: Somers Community Outreach Day**

To those who may not know me, my Name is Nico Celebre. I am a Fulltime FF/Paramedic with Somers Fire & Rescue. I am also in charge of Community Outreach for the Department. Perhaps most importantly, I have been a Somers Resident for the past 30 years. In the process of my fulltime hire, I mentioned many times to several different people that one of my main goals in being a fulltime Village of Somers employee would be to put a heavy focus on community growth and relations, including improvement in these areas. This leads to the main point of this memo: an idea for a "Community Outreach Day" in Somers, hosted by the Somers Fire Department. The overall idea of this day would be to have a presence of as many Somers based businesses, assets, and resources in one place (here at Station 1). This would not only put all of these representatives under the same roof to be able to network with each other, but the main purpose would be to allow residents of the Town & Village of Somers as well as people from the surrounding area to see everything that Somers has to offer. Increasing a community identity and relationships is critical to the success and happiness of any municipality. The purpose of this memo is to seek the Boards overall acceptance and support of this event. Also, your presence in any way, shape, or form at the event would be more then welcomed and encouraged. Planning is still in the early stages. We are looking at a Saturday in May with an event time of 4 hours. The general idea other than having as many Somers based assets present would be to have all of our facilities and equipment here, between the Fire Department, Public Works, and the Village Hall available in an Open House Fashion with tours available. We also have some Public Safety Demonstrations ideas to take place around the premises.

**We are bringing this to the board to see if an event like this is approved and supported by the village board.**

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

**Village Board Meeting  
Tentative Agenda  
Tuesday, January 24, 2023  
5:30 p.m.**

<b>Village Board Meeting:</b>	
<b>Item #</b>	
1	Call to order
2	Pledge of Allegiance
3	Consent and Approval of Minutes of Regular meetings on January 10, 2023 Vouchers dated January 12, 2023 and January 19, 2023 & October 2022 ACH Payments, November 2022 ACH Payments, and December 2022 ACH Payments
4	Correspondence:
5	Citizens Comments
6	President and Trustee Comments
7	<p>Plan Commission Recommendations (GRACE35 LLC &amp; Home Inspired II):</p> <p>a. Action on request by: GRACE35 LLC, 8315 18th St, Kenosha, WI 53144 (Owner), William A. Morris, 5313 87th Pl., Pleasant Prairie, WI 53158 (Agent), for an amendment to the land use plan map for the Village of Somers (Map 80) as adopted in the Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035 from "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. <i>(For informational purposes only, this property is located directly east of and adjacent to the Somers Village/Town Hall property).</i></p> <p>b. Action on request by: GRACE35 LLC, 8315 18th St, Kenosha, WI 53144 (Owner), William A. Morris, 5313 87th Pl., Pleasant Prairie, WI 53158 (Agent), for 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. <i>(For informational</i></p>

	<p><i>purposes only, this property is located directly east of and adjacent to the Somers Village/Town Hall property).</i></p> <p>c. Action on request by: GRACE35 LLC, 8315 18th St, Kenosha, WI 53144 (Owner), William A. Morris, 5313 87th Pl., Pleasant Prairie, WI 53158 (Agent), for 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. <i>(For informational purposes only, this property is located directly east of and adjacent to the Somers Village/Town Hall property).</i></p> <p>d. Action on proposed Development Agreement between the Village of Somers and Home Inspired II LLC for “Home Inspired Senior Living Center”, A Proposed CBRF Facility Being a Part of Section 19, Town 2 North, Range 23 East</p>
8	Action on request from Chief Andersen to sell out of service 2000 Medtec Ambulance
9	Approval of Operator’s Licenses: None
10	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 24, 2023 Village Board Meeting & Tentative Agenda in 1 public place & on the Village website.

Dated this 13<sup>th</sup> 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**