

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

**Village Work Session Meeting
Agenda
Wednesday July 5, 2023
5:30 p.m.**

Village Board Work Session Meeting:	
Item #	
1	Call to Order
2	Administrator's Report
3	Engineer's Report
4	President & Trustee Reports
5	Discuss and Review Ordinance 2023-022, An Ordinance to repeal and recreate section 11.07 of the Code of Ordinances of the Village of Somers regarding Inactive license Prohibited
6	Discuss and review Special Event application for Snap-on Company Picnic on July 22, 2023
7	Update on WisDOT plans for the North Bound left turn lane from STH 31 to 35 th Street
8	Discuss and review proposed Cell Tower lease for Village/Town Hall
9	Review tentative agenda for Village Board meeting on July 11, 2023
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 July 5, 2023, Village Work Session & Agenda in 1 public place & on the Village website.

Dated this 30th day of June 2023

Brandi Baker, Clerk-Treasurer

Requests from persons 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**

WORK SESSION: July 5th, 2023

TO: Village President Stoner and Village Trustees

FROM: Jason J. Peters, Administrator

AGENDA ITEM: #2 Administrator's Report

Below please find a bulleted summary of major issues that Administration has worked since our June 6th Work Session:

REMINDER:

**DUE TO THE JULY 4TH HOLIDAY THE VILLAGE/TOWN HALL WILL BE CLOSED
TUESDAY JULY 4th**

**DUE TO THE JULY 4TH HOLIDAY, OUR WORK SESSION WILL BE HELD ON
WEDNESDAY, JULY 5th**

**THE TOWN'S REGULARY SCHEDULED WORK SESSION ON JULY 5th IS
CANCELLED DUE TO A LACK OF QUORUM**

Development

- Plan Commission met on June 12th to review and discuss the following:
 - Request by CCM-Somerville LLC for Comp Plan amendment, Rezone with a PUD, CSM, and Site Plan Review and Exterior Fenestration on Tax Parcels 82-4-222-152-0225, 82-4-222-152-0300 & 82-4-222-152-0200. These requests were for the Somersville residential housing project. This project was previously approved by the Plan Commission and the Board in late 2020. They have submitted new plans that reduces the number of units from 506 to 426. The site plan is basically the same as what was previously reviewed. The main difference is that they have eliminated their 19-unit buildings and lowered them to 12-unit buildings. The number of 8-unit townhouses and 2-unit duplexes remains the same. The Board reviewed the project at our June 20th Work Session and conditionally approved the site plan and exterior fenestration at our June 27th

Board Meeting. General area can be viewed by using the following link:
<http://apps.kenoshacounty.org/InteractiveMapping/index.html?prop=82-4-222-022-0104>

- Request by Edwin G Mueller & Marcella Mueller for a rezoning on Tax Parcel 82-4-222-022-0104 from B-5 to R-2 and A-4. This is due to a proposed lot line adjustment from the property owners. The Board reviewed the request at our June 20th Work Session and approved the rezoning at our June 27th Board Meeting. General area can be viewed by using the following link:
<http://apps.kenoshacounty.org/InteractiveMapping/index.html?prop=82-4-222-022-0104>
- Request by ROA LLC for a rezoning on Tax Parcel 82-4-222-341-0071 requests a from B-1 to B-3. The rezoning was being requested to allow a private neurology and psychiatry medical practice (medical only, non-surgical) at 4600 Green Bay Road. The Board reviewed the request at our June 20th Work Session and approved the rezoning at our June 27th Board Meeting. General area can be viewed by using the following link:
<http://apps.kenoshacounty.org/InteractiveMapping/index.html?prop=82-4-222-341-0071>
- The Plan Commission reviewed a concept from Diamond Estates of Somers LLC. The developer was seeking input on a proposed change in their project from a multiunit apartment building to a 17 single-family condominium development with estimated market value of \$800,000 to \$900,000. The Plan Commission was generally in favor of the proposed change. General area can be viewed by using the following link:
<https://mapping.kenoshacountywi.gov/InteractiveMapping/?ParcelNum=83-4-223-082-0191&page=Page>
- The Plan Commission will meet on July 10th to review and discuss the following:
 - Request by Jeffrey L Hummer, 1753 Kentucky St., Racine, WI 53405 (Owner), Thomas Beere, Rhonco, LLC, 427 12th Place, Kenosha, WI 53140 (Agent), for a comp plan change from “High-Density Residential” to “Industrial” and a rezoning from B-2 Community Business Dist. to M-1 Limited Manufacturing Dist on Tax Parcel #83-4-223-052-0400, located in the NW 1/4 of Section 5, T2N, R23E, Village of Somers. General area can be viewed by using the following link:
<https://propertyinfo.kenoshacounty.org/search.aspx?ParcelNumber=83-4-223-052-0400>
- On June 12th, the Smoothie King franchise opened its doors for business in Somers Market Center. This business is located in the multi-tenant building anchored by Taco Bell.
- Bobcat Plus’s Developer’s Agreement and Conditional Use Permit have been executed and recorded. They have begun to clear their site.

- Mastercraft’s Developer’s Agreement and CSM for their two lots on CTH E have been executed and recorded.
- On June 27th, Administrator Peters was interviewed by the Milwaukee Business Journal regarding a story they are working about the need for housing in Kenosha County. As a part of the story, the Business Journal interviewed Administrators and Planning staff throughout Kenosha County.
- On June 28th, Administrator Peters, Assistant to the Administrator/Communication Specialist Poirier, and President Stoner met with the proposed developers for the Maplecrest Golf Course site. They presented their concept to the Plan Commission in May. The purpose of the meeting was to clear up some questions they had regarding parking on proposed Village roads and the width of the right-of-way. The developer has also reached out to the Fire Department for their input.
- On June 28th, Administrator Peters and Assistant to the Administrator/Communication Specialist Poirier met with representatives from Golden Oil regarding their progress on bringing a hotel to their site near CTH E and the East Frontage Road. Golden Oil has closed on the land and has a new potential hotel franchise interested in the site. Based on the meeting they will be bringing the hotel to a Plan Commission meeting for a concept review in the very near future.
- Stream Realty continues to work on obtaining temporary grading easements for their Warehouse project on CTH S east of HSA’s current project. As you may recall, the Village worked with the developer and four adjacent landowners to request these easements so that building a retaining wall for the proposed Village Road could be avoided. Several of these easement agreements have now been executed and the final ones should be recorded in the near future.

Administration

- On June 7th, Administrator Peters attended a meeting with representatives from the Town of Paris, Town of Wheatland, Town of Randall, Village of Bristol, Village of Paddock Lake, Sheriff’s Office, and County Board to discuss the proposed animal control contract that would serve to have Kenosha County Service’s department provide a humane officer to our communities. The Board approved the contract at our June 13th Board Meeting. The Village executed the contract on June 15th.
- On June 8th, Administrator Peters and Assistant Administrator/Communications Specialist Poirier met with Kenosha IT and a potential vendor for the audio/visual updates to the auditorium. The vendor has worked with Kenosha County in the past and will provide us with a list of what products they feel would work in our space.
- On June 14th, Administrator Peters and Assistant Administrator/Communications Specialist Poirier met with Kenosha IT to discuss what upgrades will need to be made to our current server set up. These amounts will be included in our updated CIP.
- On June 14th the Stormwater Utility held its public informational “open house”. The public was invited through a direct mailing campaign to come meet representatives of

Strand Associates, Inc. and help identify and locate stormwater issues. Boards were provided to let citizens know where we are in the process, what the current goals are, and what areas they feel need to be addressed. Large maps were also laid out so that citizens could mark where they feel problems need to be addressed. Stations were also provided where citizens could give written comments on what areas need to be addressed. Over the course of the two hour meeting, we estimate 100 to 150 residents were in attendance.



- The Village must submit annual reports to the Department of Revenue regarding our 11 TIDs. In the past this has been handled by an outside consultant. This consultant retired in 2023. Staff met with Ehlers on June 20th to discuss the filing of our PE-300. Thanks to some guidance by Ehlers, Accounting Manager Ealy was able to complete these forms and submit them before the July 1st deadline. These forms will now be processed “in-house” as opposed to paying a consultant.
- On June 22nd, Administrator Peters attended the Kenosha County Broadband Advisory Committee. The meeting focused on how the County would be spending ARPA funds to bring broadband capabilities to County Parks. A major reason for this was for security purposes.
- The DNR offers educational opportunities regarding the MS4 permitting process. On June 22nd, Administrator Peters, Foreman Kreye, Assistant Administrator/Communications Specialist Poirier met with a representative from the DNR regarding our MS4 permit. It was a very informative meeting and based on this we have a better understanding of what additional steps the Village needs to take to make sure we are in conformance with the permit requirements.
- On July 24, the Somers Fire & Rescue Department held its second hands-only CPR class and trained five people in the life-saving technique. Classes are a part of the Make the Difference initiative spearheaded by Public Outreach Officer Celebre and are held every month.



- On June 26th, Superintendent Smith, Foreman Kreye, Chief Andersen, and Administrator Peters met with the Parade Committee to review the safety plan for the 4th of July Parade.
- Each June, the Sewer Utility must submit a Compliance Maintenance Annual Report (CMAR) to the DNR. This report transfers 2022 information to the DNR regarding our 9 lift stations. The Board approved the Resolution 2023-011 on June 27th and the report was officially submitted through the DNR's system on June 28th.
- The Somers Fire & Rescue Department held ladder, roof venting and forced-entry training for their staff and Fire Explorers at three houses along County Highway S. These houses are scheduled for demolition due to the Stream Realty warehouse development.



- Public Works, Fire Department and Administration have updated their potential CIP Budgets to prioritize what projects should be completed over the next five years. Trustee Ostby, President Stoner, Administrator Peters, Chief Andersen, Superintendent Smith,

and Accounting Manager Ealy met on June 16th to review these possible projects. The Board reviewed the suggested over all borrowing amount at our June 20th Work Session. The direction was to move forward at a \$3.4 million amount. On June 21st, Administrator Peters informed Ehlers. A tentative schedule for the borrowing at the time of this memorandum is as follows:

- Authorizing Resolution will be brought to the July 11th Board Meeting;
 - Sale to take place August 8th; and
 - Closing for funds on August 30th.
- Our 2023 CIP includes using ARPA funds to replace water meters in the Village. Staff has been working with our vendor to ensure the purchase of these meters will conform with ARPA regulations. On June 29th, Staff met with Engineer Snyder to review the proposed contract and discuss the next steps in the process. Staff will bring this matter to a work session in the near future. We have requested that the vendor be in attendance at said work session to explain the new technology to the Board.
 - On June 29th, Judge Kupfer, President Stoner, Attorney Davison Administrator Peters, Municipal Court Clerk Keisler, and Assistant Administrator/Communications Specialist Poirier met to discuss updates to the Village's current bond schedule.
 - On July 3rd, our new public works employee started with the Village/Town. This was the 2nd budgeted hiring in advance of our two employees that will be retiring at the end of the year.
 - The Kenosha Area Business Alliance has offered for the Village to take over their Instagram page from July 3-7. Photos of Somers will be featured on the social media site during that week.
 - The second quarter newsletter will come out after the 4th of July featuring photos of this year's parade on the front page.
 - The Somers 4th of July Parade "Home of the Free: 2023" will be held on Tuesday, July 4th. Thank You to the Parade Committee, J. Schantek, Ben Harbach, Al Ferber, Vern Kotten, and Stephanie Funk for all their hard work and Thank You to all the parade sponsors.

Development Pipeline

Last updated: 04/28/2023

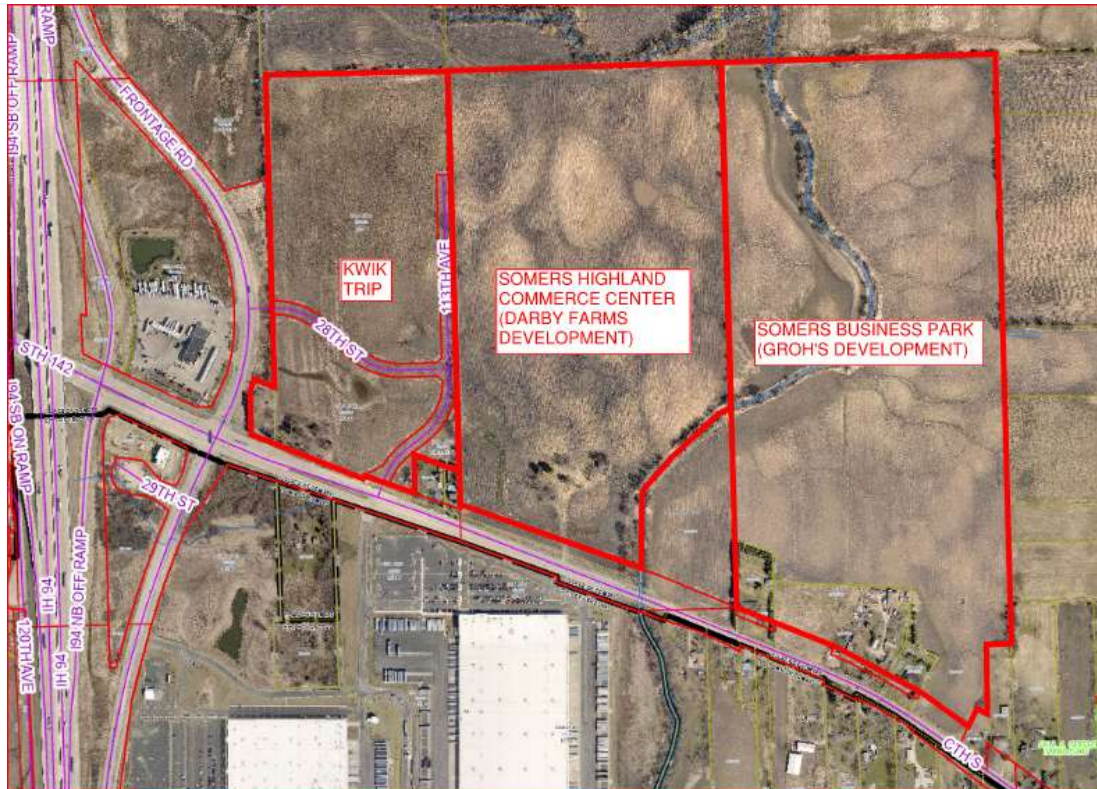
Name of Developer	Type of Development (Residential, Commercial, Industrial, Mixed Use)	Location	Date Engaged	Pre-Deve. Agree.	Current Zoning	Requested Zoning	Current Comp Plan	Comp Plan Requested	Neighbor. Plan	CSM or Plat	Public Improv. Needed	Est. Improv. Costs	Acres	Current Value	Est. Value	Build Out Year	Year Full Assessed on Tax Roll	TIF Dist.	Requested Assistance	Proposed Assistance	Assistance Committed	Plan Comm. Date	Board Final Approval	Devel. Agree. Date	Comp Plan Ord	NOTES
Akil Ajmeri 3308 Green Bay Road	Multi-Tenant Commercial Building w/ Ayra Liquor Store as anchor	Somers Market north of Jiffy Lube	1/7/2021	No	A-1	B-3	Commercial	Commercial	Southeast	No	No		0.95	\$375,000		2021	2022	2	N/A	N/A	N/A	3/8/2021 Concept				03/21 Plan Commission Meeting heard concept 02/22 Met w/ Developer, moving forward pending easement with RCG 10/8/2018 Conceptual presented to Plan Commission
Bear Development Willow Creek	Multi-Family Townhouse Single Family	Hwy E by lift station	8/23/2018	Yes	R-9 A-2 C-1		High Density Residential Secondary Environmental Other Conservancy Land Non-farmed Wetland Street & Highway ROW		Somers Center East		Road Water Sewer		40.54	\$11,500				4								01/2019 Bear updating plan, will come back to Plan Commission 04/2019 Bear has new plan & working with administration to bring to Plan Commission 05/2019 Met with Bear & Root Pike Win, TID 4 amendments to be made so 35% rule is followed 6/2019 TID 4 amends will go to JRB, Plan Commission & Board in July 19
Becknell	Industrial/Warehouse	East Frontage	Spring 21	Yes	A-1	BP-1	Business/Industrial Secondary Environmental Other Conservancy	No	Kilborn	Yes	Road Water Sewer	\$800,000	132.1	\$294,600	\$60,000,000	Phase I 2022	Phase I 2023	6 3	Yes, offsite water main	\$460,000	\$460,000	9/13/201	09/28/2021 Comp, Zoning, Site 11/09/2021 DA	10/8/2021	N/A	4/21 Introductory meeting 7/21 Submitted materials 8/21 Weekly meetings regarding possible development agreement 09/13 Plan Commission Approved 9/28 Board Approved 10/05 Board will review DA 11/21 DA Approved 12/21 DA Executed by Village being recorded 06/22 Watermain should be completed in June 9/22 Building is completely vertical 03/23 Occopancy Granted, staff met with developer for Phase II
Bobcat Plus	Bobcat Dealership	Somers Expansion Area (West of 94)	Fall 2021	Yes	R-2 Paris	B-3	Commercial	Commercial	N/A IGA	Yes	Sewer Water		4.32	\$202,000		2023	2024	N/A	N/A	N/A	N/A	IGA Concept 8/8/2022 IGA Meeting 10/10/2022 Plan Commission 10/10/2022	10/25/2022	5/24/2023	N/A	9/21 1st intro meeting. Submitted letter requesting review by IGA 8/22 IGA Committee heard concept 9/22 Filed for Plan Commission meeting 10/22 Approved by IGA and Conditionally Approved by Board 12/22 Waiting for Final Plans submitting 02/23 Updated plans submitted 4/23 Waiting for final exhibitbs for DA 06/2023 Grading has begun
Blue Paint Development, LLC	Multi-Family	743 -769 Sheridan Road	Off & On Conversations since 2018	Yes	B-3	R-11, C-1 & PUD overlay	High-Density Res., PE	High-Density Res., PEC	Lakeshore	N/A	N/A	N/A	5.57	\$724,000	\$27,000,000	2021	2022	N/A	N/A	N/A	N/A	Concept 5/11/2020 7/12/2021 9/13/2021 Concept 06/12/2023	09/28/2021 Zoning, Site	8/3/2022	N/A	04/20 Have had discussions with Developer over the past few years, suggested that he bring a concept to Plan Commission. Concept will be heard at 5/11/2020 PC 06/20 Developer held community meeting 12/20 Project has gone dormant, have not heard from Developer 04/21 received call from developer will be pursuing the project 05/21 Predevelopers executed, meeting with Developer, will be submitting for Plan Commission 07/21 Plan Commission recommendation to deny 07/21 Board Reviewed voted to deny 07/21 resubmitted alternate plan for Sept Plan Commission 09/13 Plan Commission Approved 9/28 Board Approved 9/28 Will need final engineering & DA 12/21 Draft of DA given to Developer 02/22 Updated exhibits submitted 03/22 DA will on April Agenda for Approval 4/22 Board approved DA 7/22 DA executed by Village 08/22 DA Recorded 3/23 Meeting w/ developer on status of project 6/23 New concept for condo style single family homes

Kwik Trip (142)	Convenience Store	94 & Hwy 142	10/22/2018	Yes	A-1	B-3 A-1 R-2 PUD	Commercial Other Conservancy Land	N/A	Kilbourn South	YES	Street Water Sewer Lift Station	39.36	\$59,200		2022	2023	3	N/A	N/A	N/A	2/8/2021	2/23/2021	7/2/2021	N/A	8/13 Submitted Documents for Rezone & CSM, Will be heard in Oct 10/19 Waiting on FEMA, DOT, & Developer for documents 06/20 Meeting held will be moving forward with conversations with DOT 11/20 Developer working with staff for proposed easements & new site plan layout 12/20 Developer hopes to submit for February Plan Commission 02/21 Plan Commission & Board Approved 02/21 Need Final Exhibits for DA 04/21 Developer Agreement meeting 05/21 Updated exhibits submitted, 07/21 DA Executed 8/21 Building permits issued 6/22 August Opening	
Mastercraft	45 lot single family	9027 12th Street	12/1/2020	Yes	A-2	R-4.5	Medium-Density Residential, Nonfarmed Wetland, Other Conservancy Land to be Preserved	Medium-Density Residential, Nonfarmed Wetland, Other Conservancy Land to be Preserved	Somers West	Plat	Sewer Water Roads	\$800,000	23.19	\$84,800	\$20,000,000						03/08/2021 Concept tabled until 04/12/2021 11/8/2021 2 lot CSM 05/08/2023	5/23/2023	6/8/2023	N/A	12/20 Began discussion with Developer for Single homes 02/21 Concept Submitted 04/21 Concept meeting held, Developer will be submitting for rezoning 9/24 Plat Submitted for Nov Plan Commission 11/21 Board reviewed Plat 02/22 Board reviewed Water 03/22 Project on hold per Developer 4/22 Developer exploring other options for water 12/22 No new activity 03/23 Will be submitting to build two homes along CTH E 5/23 Board approved 2 lots, DA needs to signed by Developer 6/23 DA Signed & Recorded	
Ravine Park Partners Hawthorn Apt Phase II	Mixed Use Residential Multi-Family 140 Units 4Commercial Out Lots	Corner of E & 31	3/1/2022	Yes	A-2 C-1	R-11 B-3 C-1 PUD	Commercial Primary Environmental Corridor	High-Density Residential Commercial Primary Environmental Corridor	Pike Creek	CSM	Road Water Sewer	20.05	\$7,900	\$15,000,000	2024	2024					Concept 12/12/2022				1/23 Hope to submit for approvals in spring 4/23 Developer waiting on financing options, then will submit	
Somersville EA & E	Multi-Family Duplexes & Apts 521 total units "Somerville"	EA & A	4/1/2020	Yes	R-4, R-5, R-8, R-9, C-1	R-11	Medium Density Residential Conservancy	High Density Residential	Somers Center West	CSM	N/A	N/A	66.8	\$15,200	\$60,000,000	2022	2023	N/A	N/A	N/A	11/9/2020 6/12/2023	12/8/2020 CSM/Site Plan Conditionally Approved 06/27/2023 updated site plan conditionally approved				06/20 held first official meeting w/ developer & his consultants 8/20 Concept Meeting Held 9/25 Plans Submitted for Nov 9th Plan Commission 11/20 Plan Commission, 1st work session 12/20 Conditionally Approved by Plan Commission & Board 03/21 Reaching final engineering for DA 05/21 meeting w/ engineering firm, expected updated exhibits soon 8/21 Exhibits nearing completion 10/21 Additional round of Engineer Comments given to Developer 02/22 Exhibits completed DA coming to Board in March 3/22 Developer reviewing DA 05/22 Meeting with Developer to discuss increase cost of project 9/22 No new activity 12/22 Email received regarding possible new CSM 02/23 Will be resubmitting w/ slightly lower unit count 4/23 possible June plan commission meeting 6/23 PC Meeting, Board, Sie conditionally approved

VILLAGE OF SOMERS
Engineer's Report
June 29, 2023

Kwik Trip at I-94/Darby Farms/Grohs Developments - All Fronting on CTH S

- See the snip below. These three projects impact each other because the water and sanitary extend from the I-94 East Frontage area. A more detailed description of each development follows.



Kwik Trip at I-94 - Project No. 190376

- A contingent acceptance recommendation is with the Village.
- The Village is installing the no parking signs and invoicing Kwik Trip.
- This should enable construction at Darby Farms and Golden Oil.

Somers Highland Commerce Center (Darby Farms Development) - Project No. 212046

- This project is an industrial building on the property directly east of the Kwik Trip development. The developer is HSA Acquisitions. Developer's design and construction engineer is Pinnacle Engineering.
- The sanitary sewer is installed; most of the water main is installed.

VILLAGE OF SOMERS
Engineer's Report
June 29, 2023

Somers Trade Center (Groh's Development) – Project No. 220818

- This is the property east of the Darby Farms (HSA) development; the Developer is Stream Industrial Development Services. The developer's engineer is Pinnacle Engineering.
- Utilities for this site need to extend through the Darby Farms development. A public roadway is proposed to extend along the east edge of the development.
- We provided a conditional recommendation of approval. One of the conditions was the easements on properties east of the public road.

Golden Oil Sanitary Sewer Connection – Project No. 212153

- The developer is Golden Oil; the developer's design engineer is Excel Engineering.
- The project is still not approved. We issued review comments on May 23, 2023. The developer is still working on permits.

Savannah at Pike Creek– Project No. 201664

- This project is an approximately 65-acre townhouse development at the northwest corner of the intersection of CTH L (18th Street) and STH 31 (Green Bay Road). It also includes two outlots for future commercial development. The development will consist of both public and private infrastructure. The developer is the Stoneleigh Company. Developer's design and construction engineer is Kimley-Horn.
- The 24-inch water main is installed but not tested.
- The developer requested revisions to the public storm system; we have no issue with the revisions and will require the developer to reissue the construction documents.
- Horizon Construction is expected to begin rough grading the site in the next 30 days.

Becknell Development – Project No. 211386

- This project is an industrial spec building on a planned unit development with access to the East Frontage Road. The developer's design and construction engineer is Pinnacle Engineering.
- We recently met with the development team on site and are waiting for plans on the additional million square foot building on the north portion of the site. Pinnacle indicated that plans will be submitted around the end of July.

Stormwater Pond Inventory and Sediment Collection – Project No. 210862

- This project is necessary to satisfy the requirements of the Village MS4 Permit. The Village needs to inventory the regulated stormwater ponds, collect, and test sediment samples, and plan for future sediment removal from the ponds.
- We provided survey datum, a draft pond inventory report, and direction to staff.
- Staff is currently considering alternate methods of determining sediment depth, including renting an unmanned boat to map the bottom of each pond and allowing the engineer to develop a bathymetric map.

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June 29, 2023

Flint 94 Development— Project No. 211728

- This is the planned 3-building development west of I-94 and south of 12th St; The Developer is Flint 94 Commerce Center, LLC; their engineer is Pinnacle Engineering.
- The public improvements are installed and tested.
- Road improvements to the West Frontage Road and CTH E are currently under construction.

45th Avenue and 63rd Avenue Sewage Pumping Station Replacements—Project No. 201061

- The project includes the replacement of the suction lift sewage pumping equipment with submersible design like the 7th Street LS on Sheridan Road. August Winter & Son, Inc is the Contractor.
- We continue to process shop drawings. It will be unlikely that they will begin onsite work prior to August of 2023.
- The substantial completion date is June 30, 2024; the completion is August 31,2024.

Bobcat at I-94 - Project No. 222334

- Rocco Castellano is the Architect; Pinnacle is the Engineer; Bukacek is the General Contractor.
- We provided a conditional approval recommendation on May 16, 2023.
- The Village will publicly bid the water main and sanitary sewer extensions to the site when the final plans and WDNR sewer extension permit are received.

2023 Street Project - Somers Estates - Project No. 230308

- This project includes the rehabilitation of the pavement in Somers Estates. Payne & Dolan, Inc. is the Contractor.
- Paving was substantially completed on June 14, 2023.
- A punch list has been given to the contractor.
- We are waiting for a pay application from the contractor.
- The final completion date is December 29, 2023.

CNG Fueling Facility - Project No. 230400

- CT Realty is the developer, Cage is the engineer.
- The plans are still not approved. We provided review comments on May 2, 2023.

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

WORK SESSION: July 7, 2023

TO: Village President Stoner and Board of Trustees

PREPARED BY: Brandi Baker, Clerk-Treasurer

AGENDA ITEM: #5 Discuss and Review Ordinance 2023-022, An Ordinance to repeal and recreate section 11.07 of the Code of Ordinances of the Village of Somers regarding Inactive license Prohibited

BACKGROUND:

This Ordinance was discussed at the Village Board meeting on June 13, 2023, while discussing a liquor license application from a business located in the Village of Somers. It was brought to the Boards attention that the Village Ordinance currently states that a holder of a “Class B” liquor license shall not fail to remain active in said licensed business for a period of 90 days.

Staff was directed to place this on the June 20, 2023 Village Work Session and directed to revise the Ordinance to exclude seasonal businesses from the 90 day requirement.

COMMENTS:

This Ordinance will be on the Special Village Board Meeting immediately following the July 7, 2023, Work Session for approval.

ATTACHMENTS:

Ordinance 2023-022

ORDINANCE NO. 23-_____

AN ORDINANCE TO REPEAL AND RECREATE SECTION 11.07(C)
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS
REGARDING INACTIVE LICENSES PROHIBITED

The Village Board of Trustees of the Village of Somers, Kenosha County,
Wisconsin, hereby repeals and recreates Section 11.07(C) of the Code of Ordinances of the
Village of Somers to read as follows:

(C) **Inactive Licenses Prohibited.** Within ninety (90) days from the issuance of a "Class A" Intoxicating Liquor License, "Class B" Intoxicating Liquor License, Class "A" Fermented Malt Beverage License, Class "B", Fermented Malt Beverage License, or a Class "C" License, the licensee shall be open for business with adequate stock and equipment. In the event of said licensee's failure to commence business within such time, said license shall be subject to revocation by the Board after a public hearing. The Board may, upon application of the licensee and for good cause shown by the licensee, extend the time for an additional period of time. Excepting only seasonal businesses which also hold a recurring special events permit issued by the Village, any premises which shall be issued a "Class A" Intoxicating Liquor or Class "A" Fermented Malt Beverage License or a "Class B" Intoxicating Liquor or Class "B" Fermented Malt Beverage License, or a Class "C" License, who, after being issued a license, shall cease doing business or fail to remain active in said licensed business for a period of ninety (90) days, shall be subject to revocation as set forth in this section.

Dated at Somers, Wisconsin, this _____ day of _____, 2023.

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer



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

WORK SESSION: July 5, 2023

TO: Village President Stoner and Board of Trustees

PREPARED BY: Brandi Baker, Clerk-Treasurer

AGENDA ITEM: #6 Discuss and Review application for Special Event Permit from Snap-on, Inc, for their Company Picnic on July 22, 2023, at Hawthorn Hollow located at 880 Green Bay Road, Kenosha Wi 53144

BACKGROUND:

Snap-on, Inc is holding their annual company picnic on July 22, 2023, at Hawthorn Hollow, located at 880 Green Bay Road Kenosha, WI 53144. On June 26, 2023, they submitted their application and fee for a Special Event permit. This is a private event for employees of Snap-on and will include food tents and entertainment.

ATTACHMENTS:

Special Event Application w/ Site map



OFFICE USE ONLY
 DATE FILED: 6-26-23
 INITIALS: SB

Village of Somers
 P.O. Box 197
 7511 - 12th Street
 Somers, WI 53171
 262-859-2822

Village of Somers Special Event Permit (Single Day)

Fee: \$75 Paid 6-26-23

Date(s) of Event: 07/22/2023
 Description of Event: company picnic

Licensee Name: Brittany Beecher - Snap-on Incorporated
Corporation, Partnership, or Individual - ~~Must be same name as beer/liquor license (if applicable)~~

Trade/Event Name: Snap-on Incorporated company picnic

Trade/Event Address: Hawthorne Hollow - 880 Green Bay Rd, Kenosha, WI 53144
Street Zip

If Licensee is a Corporation or LLC, list Agent's Full Name: Snap-on Incorporated

List Date of Birth of Agent (If Corporation/LLC) or Individual: Brittany Beecher - 05/06/1990

Address: 7950 20th Ave Kenosha WI 53143
Street City State Zip

Phone: 847-322-1853 Email: Brittany.Beecher@snapon.com
(Correspondence will be via email if address is given)

Driver's License Number: WI B260-0729-0666-06
State Number

1. Have you ever received any **tickets** or been charged with any **crimes** or **felonies** in any state? Yes No
 If yes, provide: Charge, State, Date, Result (including pending charges).
(Examples: Speeding, WI, 5/8/2012, Guilty | Theft, FL, 5/22/2014, Dismissed | DUI, WI, 6/30/2017, Pending)

CHARGE	STATE	DATE	RESULT
Speeding Ticket	IL	09/13/2013	Traffic School / fine

2. Have you ever had your **driver's license suspended or revoked** in any state? Yes No
 If yes, provide: Charge, State, Date

CHARGE	STATE	DATE

3. Have you ever served or been sentenced to serve time in **jail or prison** in any state? Yes No
 If yes, provide: Charge, State, Date

CHARGE	STATE	DATE

4. Have you ever, while operating a business or engaged in a profession, been convicted of any charges involving unfair trade practices, unethical conduct, or discrimination in any state? Yes No
 If yes, provide: Charge, State, Date Result (Include pending charges).

CHARGE	STATE	DATE	RESULT

5. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five (5) years. Snap-on, 2801 80th Street, Kenosha, WI, 53143

6. Have you lived at your current home address for the **past five (5) years**? Yes No
 If no, please list all addresses which you have resided at in the past five (5) years.

READ CAREFULLY BEFORE SIGNING: Under penalty provided for by law, the undersigned states that each of the above questions has been truthfully answered to the best of his/her/their knowledge. False or incomplete answers will result in the denial/revocation of permit. (Individual applicants and each member of a partnership must sign; designed corporate officers must sign.)

Brittany Beecher
 Individual/Partner/Member Signature

05/24/2023
 Date

PLEASE NOTE: Attached as page 3 and 4 of the application is an **Operational and Security Plan**. This information is required. If not fully and accurately completed, the Special Event Permit application will be considered incomplete and will not proceed to any Committees for consideration until the information is provided.

PLEASE NOTE: Special Events Permits confer no rights regarding alcohol licensing, which must be obtained by separate application and approval.

SPECIAL EVENT PERMIT: OPERATIONAL AND SECURITY PLAN INFORMATION

Operational Plan

Legal occupancy limit for the premises: n/a persons - outdoor space

Attach scale drawing of parking plan - Hawthorne ~~Hollow~~ Hollow will send directly to the village

Number of off-street parking spaces used to service the premises: n/a parking spaces - Hawthorne Hollow will handle

Description of the off-street parking spaces used to service the premises: Using parking spaces on property - where Hawthorne Hollow Designated for # Snap-on.

Describe the sound amplification equipment to be used (if any): A few large speakers w/ microphone for company announcements.

Identify any sound mitigation strategies to be implemented: n/a. Company picnic from 11am - 3pm. Speakers / microphones will be used during that time.

How will orderly appearance and operation of the establishment be maintained in regard to litter and noise: Volunteers & staff to aid in trash collection. Noise - company picnic so nothing over the top. We haven't had noise complaints in the past & the microphones / speakers being used will be handled by entertainment company. very controlled

Security Plan

Attach scale drawing of elements of Security Plan

Description of clothing to identify security personnel: Flourescent ^{yellow} vest w/ company uniform

Are security personnel employees? If not, provide contact information for outside security firm: _____

Plan to handle control and clearance of the parking lot and public right-of-ways adjacent to licensed property during hours of operation and at closing time: Hawthorne Hollow staff to assist in parking/traffic flow during event.

How will the entrance line be managed and controlled: Hawthorne Hollow staff will direct/assist w/ onsite parking

Will any security personnel be armed? Yes No If yes, provide individual names and addresses

Plan for unruly patrons, intoxicated patrons, and physical disturbances (including fights): Company picnic - overall pretty relaxed as it's a family friendly event. If anyone under the influence (unlikely) security will intervene

Underage drinking and fake ID plan: Trained bartenders thru Kenosha Brewing Co. & Rustic Road will handle carding. Snap-on picnic attendees have a limit (2) on the number of beverages allowed per person.

Provide the first and last name of all management personnel: _____

READ CAREFULLY BEFORE SIGNING: Under penalty provided for by law, the undersigned states that each of the above questions has been truthfully answered to the best of his/her/their knowledge.

Brittany Becher
Individual/Partner/Member Signature

05/24/2023
Date

SPECIAL EVENT PERMIT: OPERATIONAL AND SECURITY PLAN INFORMATION

Operational Plan

Legal occupancy limit for the premises: _____ persons

Attach scale drawing of parking plan

Number of off-street parking spaces used to service the premises: _____ parking spaces

Description of the off-street parking spaces used to service the premises: _____

Describe the sound amplification equipment to be used (if any): _____

Identify any sound mitigation strategies to be implemented: _____

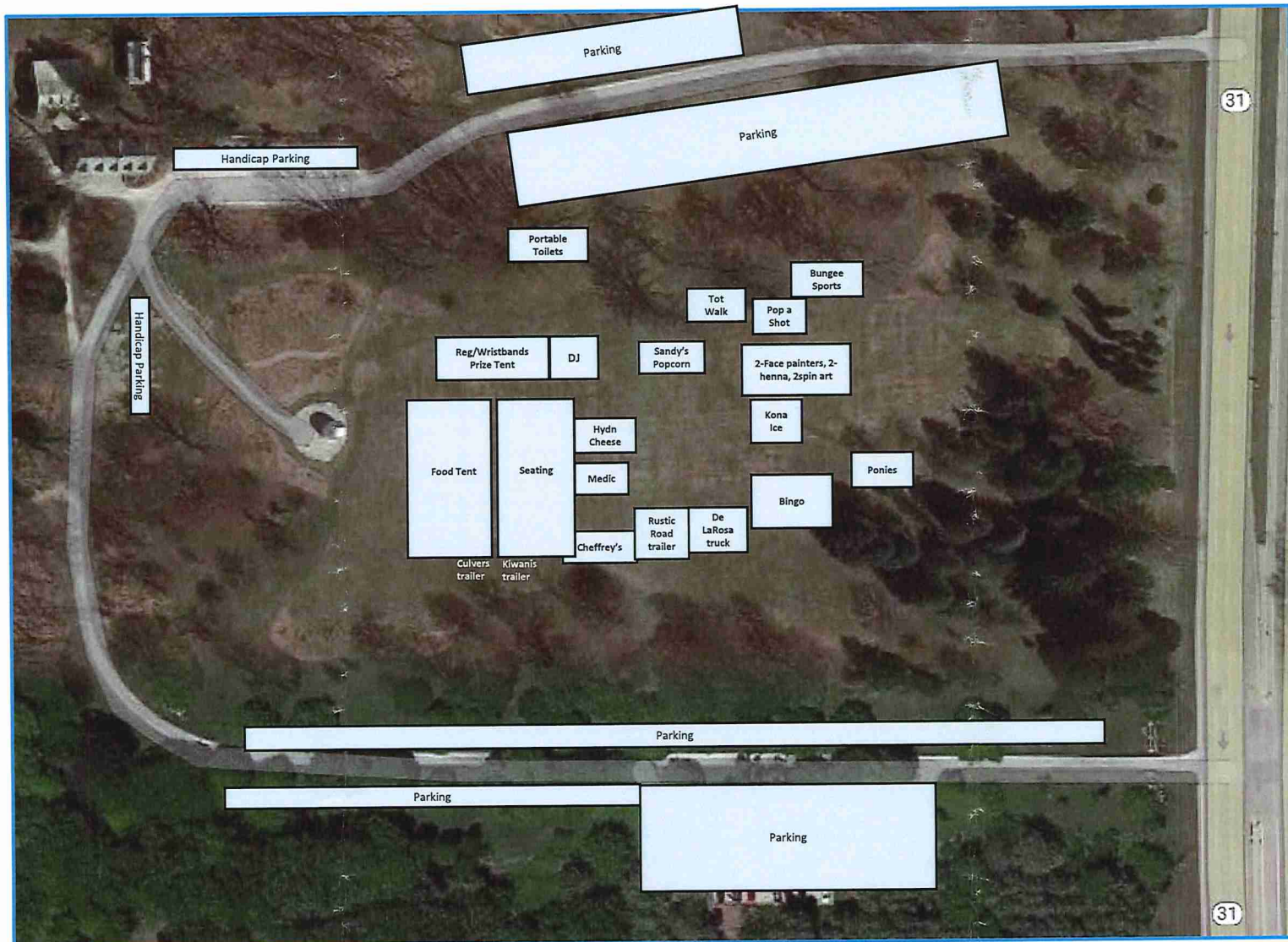
How will orderly appearance and operation of the establishment be maintained in regard to litter and noise: _____

Security Plan

Attach scale drawing of elements of Security Plan

Description of clothing to identify security personnel: Shield Protective Services
high-viz polo or high-viz vest

Are security personnel employees? If not, provide contact information for outside security firm:
Chris Schmaling 262-497-1310 Zachary Schmaling 262.664.5595





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

WORK SESSION: July 5th, 2023

TO: Village President Stoner and Board of Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #7 Update on WisDOT plans for the North Bound left turn lane from STH 31 to 35th Street

BACKGROUND:

President Stoner requested some time at our Work Session to give the Board an update on conversations the Village has been having with the DOT regarding the North Bound left turn lane from STH 31 to 35th Street. In 2022, the Village passed Resolution 2022-003. This Resolution was in response to increases in crashes at STH 31 and 35th Street. The crashes at the time involved vehicles heading south bound, striking north bound vehicles crossing west to 35th Street. After this Resolution was submitted to the DOT, the north bound left turn lane was “shut off”.

UPDATE:

The DOT has completed a Highway Safety Inspection Program (HSIP) Application. This document states that the DOT is considering permanently closing this left turn. On June 6th, Administrator Peters and President Stoner met with two DOT engineers to inquire about the possibility of traffic lights being installed at this crossing, as opposed to a permanent closure. Based on our discussion the DOT engineers indicated that because the HSIP application had been filed, the Village may need to rescind the Resolution for the DOT to consider of traffic lights instead.

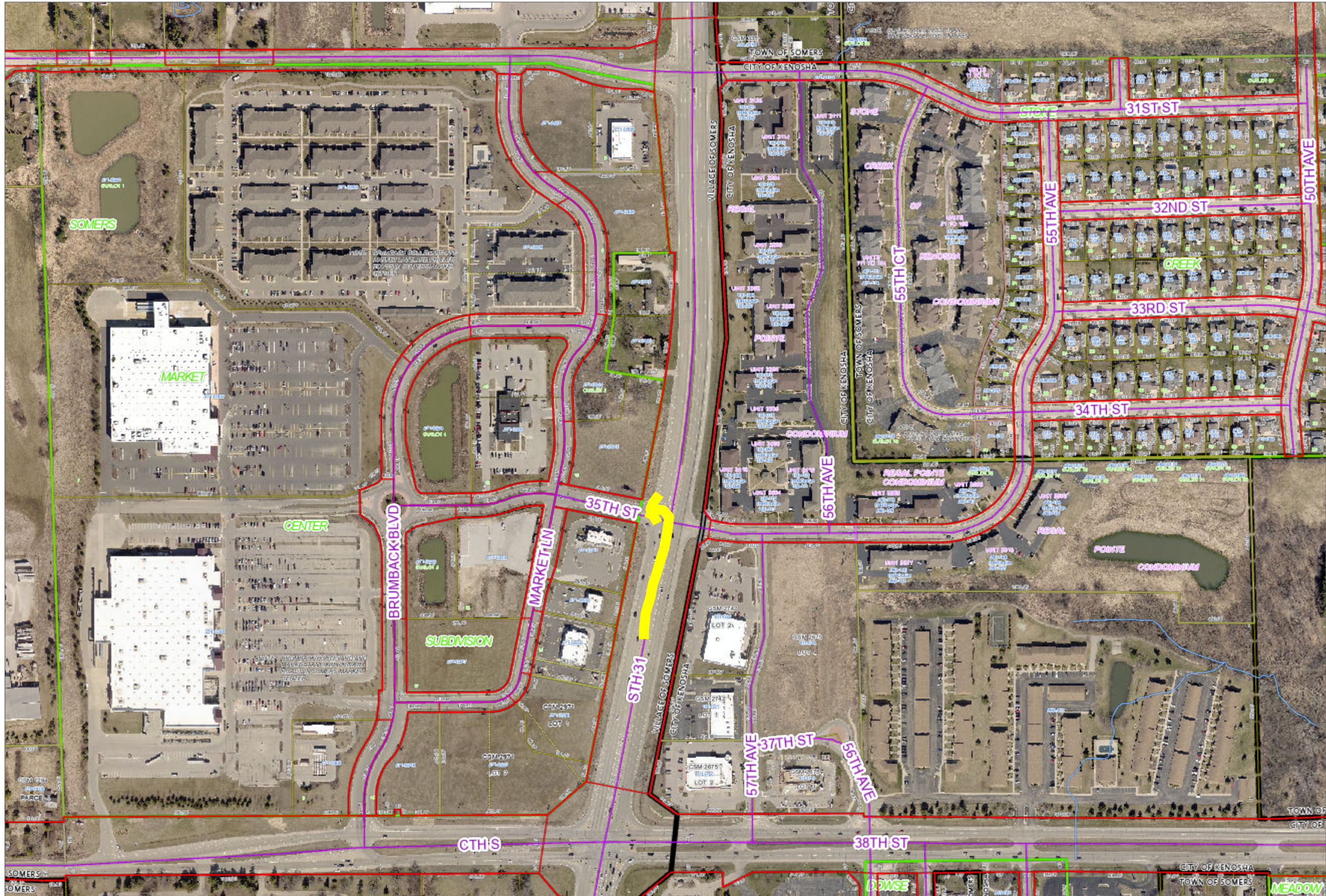
On June 22nd, President Stoner and Administrator Peters met with representatives from DOT and the City of Kenosha to further discuss the possibility of traffic lights. The DOT seemed open to studying the matter and will be getting back to the Village as to what avenues can be explored. Village Staff will be meeting with City of Kenosha Staff at the site after the holiday.

ATTACHMENTS:

Map

Resolution 2023-003

HISP Application



1:3,831

RESOLUTION 2022-003

A RESOLUTION OF THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF SOMERS SUPPORTING THE WISCONSIN DEPARTMENT OF TRANSPORTATION ELIMINATING THE NORTH BOUND LEFT TURN LANE FROM STH 31 TO 35TH STREET

WHEREAS, State Highway 31 traverses the Village of Somers: and

WHEREAS, Recent crash data indicates that the North Bound left turn lane from STH 31 on 35th Street has experienced an unacceptable volume of high severity crashes.

WHEREAS, In the interest of public safety the Department of Transportation is proposing to eliminate the above referenced turn lane; and

WHEREAS, Representatives from the Department of Transportations' analysis of recent crashes indicates that the best solution to improve safety at this North bound movement is to eliminate the above referenced turn lane; and

WHEREAS, In the interest of public safety the Village Board of Trustees of the Village of Somers supports the elimination of the above referenced turn lane.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of Trustees of the Village of Somers that in the interest of public safety, they support the Department of Transportation's proposal to the eliminate the west bound turn lane from STH 31 to 35th Street.

Dated at Somers, Wisconsin, this 25th day of January, 2022.



VILLAGE OF SOMERS

By: *George Stoner*

George Stoner, President

Attest: *Mary A. Cole*

Mary Ann Cole, Clerk/Treasurer

HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) PROJECT APPLICATION *(continued)*

Wisconsin Department of Transportation DT1501

Design ID 2390-05-01	Tied Project IDs
Related IDs (CONST) 2390-05-71	(R/W)

1. PROJECT LOCATION

Name of Road/Intersection Green Bay Road and 35th Street		Highway Number STH 31	
County Kenosha	City of Kenosha	Village of Somers	Town of Somers
Name of the MPO the Project is Represented by SEWRPC			
Is this project located on a connecting highway? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Is this project part of a larger improvement project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No; If yes, improvement project ID			

2. SEGMENT INFORMATION

Current Average Daily Traffic	Project Length (miles)		
Crash Rate	Roadway Width	Shoulder Width	

3. INTERSECTION INFORMATION

Crash Rate 0.36	Entering Vehicle Volume 34,822	Roadway Width 130'
---------------------------	--	------------------------------

4. IDENTIFICATION OF HAZARDS

Describe existing hazards such as: visibility restrictions, curves, hills, intersection problems, bike/pedestrian conflicts, narrow shoulders, rutting, etc. STH 31, also known as Green Bay Rd, is a 6 lane divided principal arterial that runs North/South through Racine and Kenosha county. The intersection with 35th St is currently median restricted to left turn in only from STH 31. This portion of the STH 31 corridor has a posted speed limit of 45 mph although it transitions to 55 mph about half a mile North of the intersection. It is believed that vehicles travelling SB on STH 31 may not be slowing down after the transition to 45mph. This, along with the vertical and horizontal curves found just North of the intersection, may be contributing to NB left turning vehicles failing to yield to those SB vehicles. A field review showed there were no sight distance issues, even using the high speed criteria to determine whether speed would reduce reaction time given the curves.

In the last two years, we have seen a troubling increase in left turn crashes between NB left turns and SB thru vehicles. The region does not believe that sun glare is contributing to the issues being seen as all the crashes in the period from 2017 to 2021 have occurred between the sun-up hours of 10am to 6pm. And although traffic volumes are high along STH 31, the signalized intersection to the North provides ample time for vehicles to find gaps to make the left turn maneuver.

5. PROPOSED IMPROVEMENT

Describe the proposed project and how it will address the identified hazards. In addition, briefly discuss any alternatives considered and why these options are not the preferred alternative.

With there being 2 fatality crashes and 2 additional high severity crashes between NB left turners and SB thru vehicles, we propose to get rid of the NB left turn movement by installing a raised median where the existing left turn lane resides. Design team should evaluate whether or not the NB left turn receiving lane should be eliminated and what it would be replaced with. The left turn lane in the SB direction will remain in place. It is anticipated that the NB left turners will relocate to either the North or South intersections directly adjacent to the 35th st intersection. We do not anticipate any issues with operations at either of the intersections based on the traffic operations analysis performed.

Although we would expect a 100% reduction in left turn crashes at the 35th st intersection, the "Install Raised Median for Driveway Access Control" CMF will be used in the PEF which the region felt most closely represented the intent of the improvement. The CMF also errs on the conservative side of the PEF which we feel justifies its usage further.

The region is also currently coordinating an effort to come up with a short term solution to address the issues at the intersection. Alternatives being explored include placing flexible tubular markers or delineators, or temporary concrete barrier to expedite the closure of the left turn lane.

HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) PROJECT APPLICATION *(continued)*

Wisconsin Department of Transportation DT1501

6. TOTAL PROJECT COSTS - Provide ALL project costs in today's dollars for all project elements, regardless of whether HSIP funding will be used

	Prelim. Engineering/ Design <i>(include state review)</i>	Real Estate	Major Construction Items <i>(include Const. Engineering, Mobilization, and Contingencies)</i>	Other Costs	TOTAL
SFY2022					
SFY2023	\$60,938				\$60,938
SFY2024					
SFY2025			\$212,256		\$212,256
SFY2026					
SFY2027					
TOTAL	\$60,938		\$212,256		\$273,194

Is this project advanceable? Yes No; If yes, what SFY is the project advanceable to

7. HSIP FUNDING REQUESTED? - For each project element, indicate if HSIP funding is being requested.

HSIP Funding Requested? (Yes/No) *	YES	NO	YES	NO	YES

* Generally, 90% of the requested safety funding is covered with federal HSIP funds and the remaining 10% is covered by state and/or local funds. The project sponsor is responsible for any project costs exceeding the approved HSIP funding amount.

8. CONTACT INFORMATION

Primary Contact Person (Agency Name) Dan Dedrick (WisDOT)	Title SE Region Safety Engineer
Address 141 NW Barstow St	(Area Code) Telephone Number (262) 548-5958
City, State, ZIP Code Waukesha, WI 53188	Municipality City of Waukesha

9. SIGNATURE OF LOCAL APPROVING AUTHORITY

X

(Signature of Local Approving Authority) (Date – m/d/yyyy)

WisDOT INFORMATION *(shaded areas to be completed by WisDOT Regional Staff Only)*

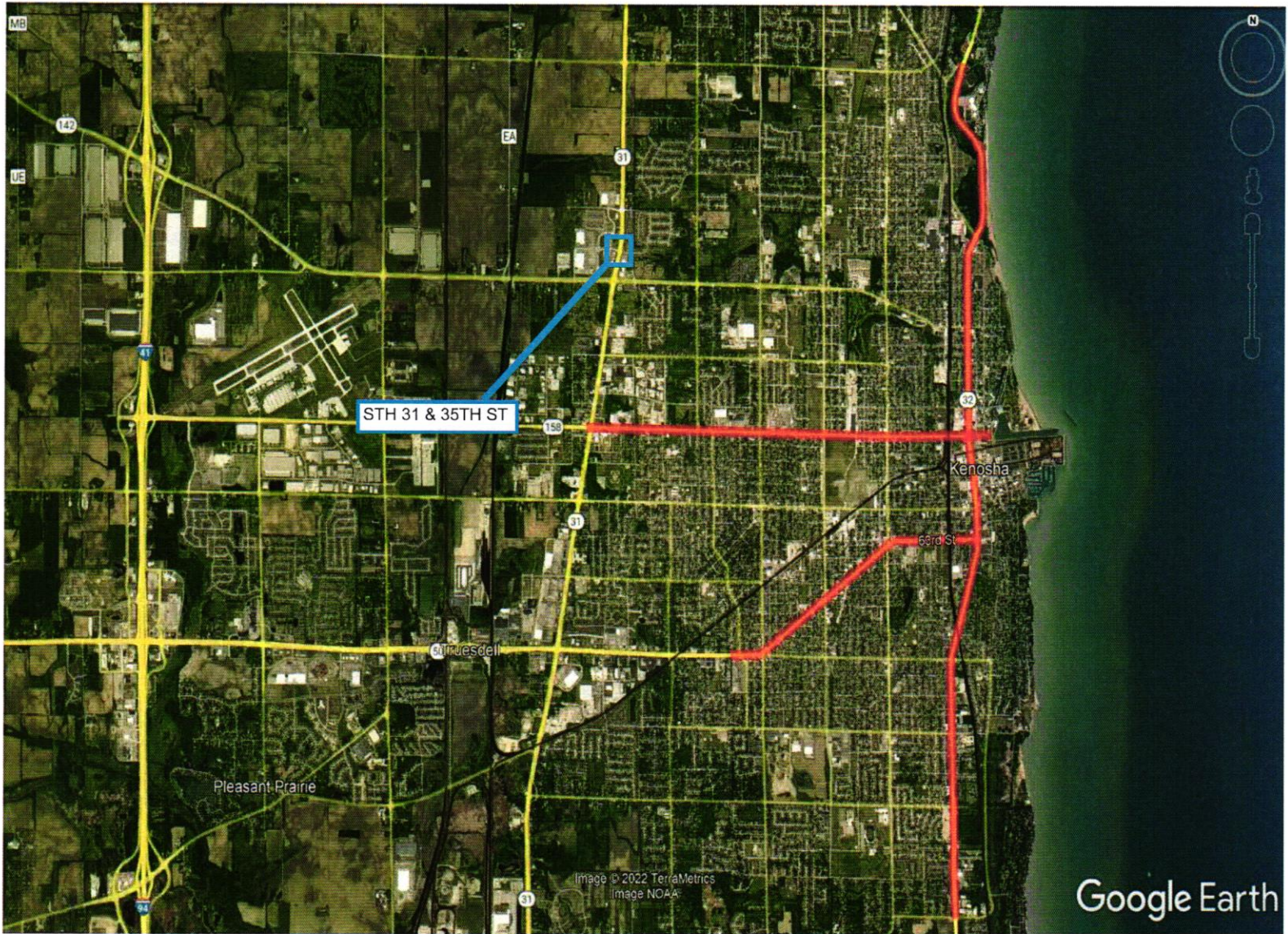
A. Environmental Documentation Type CEC	B. HSIP Work Type 2F
C. Functional Class Principal Arterial	D. PEF 7.04
E. Is this project location identified in one of the two most recent LOIR/5% Reports? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
F. Which Strategic Highway Safety Plan goal(s) are addressed by this request? Improve Safety of Intersections	

Region Approval – Project Supervisor <i>John Haug</i>	Date – m/d/yyyy 3/14/2022
Region Approval – Planning Supervisor <i>Hans Higdon</i>	Date – m/d/yyyy 3/14/2022

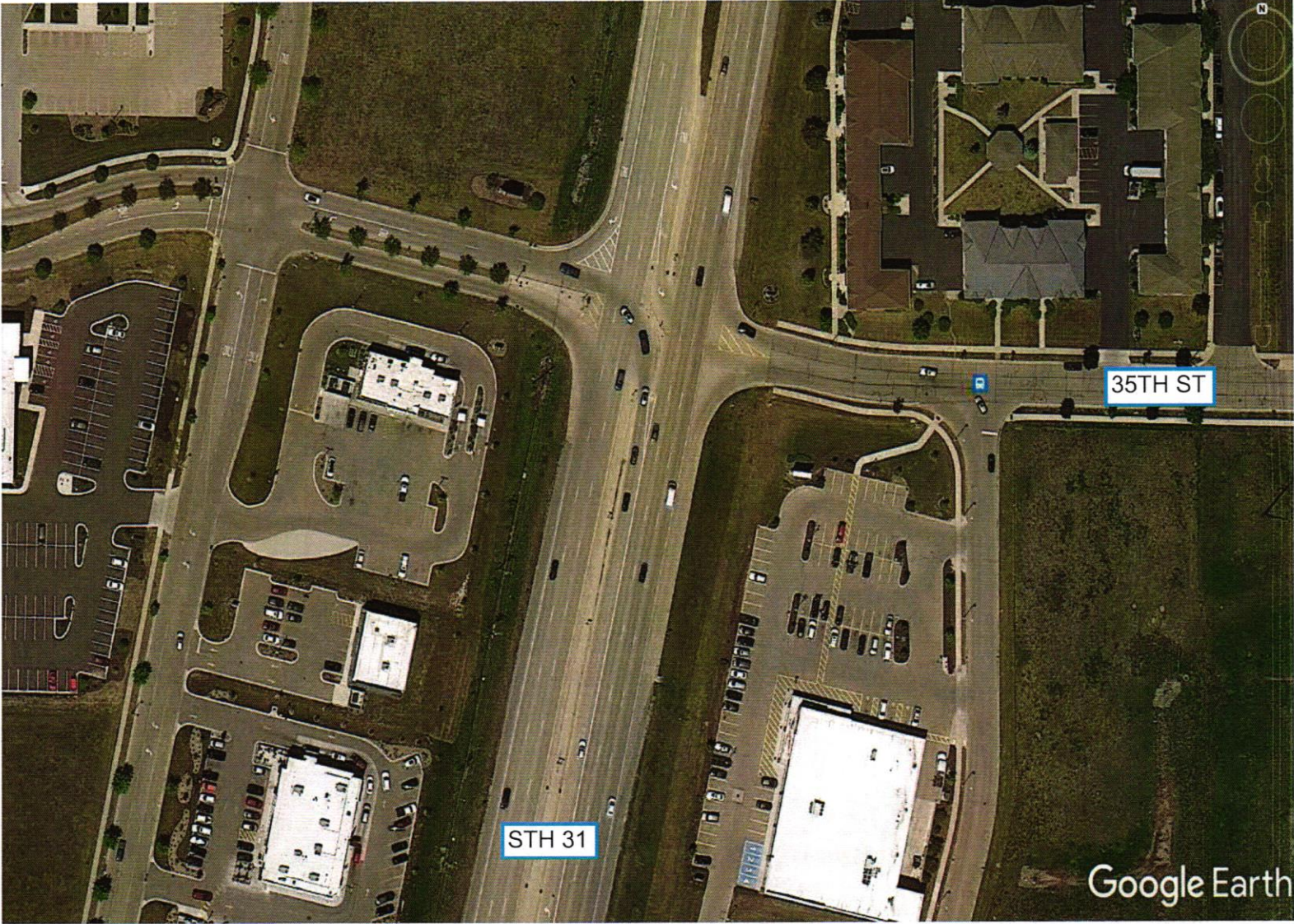
C.O. Decision
 Approved Disapproved

Approving Authority Date – m/d/yyyy

KENOSHA COUNTY



STH 31 & 35TH ST



NB STH 31 (looking North approaching intersection)



SB STH 31 (looking South approaching intersection)





DTSD – SE Region
Intersection Safety Evaluation

Intersection Description

Intersection: STH 31 & 35th Street

County: Kenosha

Municipality: Somers

Request for Evaluation

Reason for Request: Safety concern from Somers

Requested By: Somers President

Request Date: June 24, 2021

Completed By: Dan Dedrick (updated by RM 2/9/22)

Completion Date: June 28, 2021

Crash Data

Crash Rate	Crashes by Year		Crashes by Severity				
	Year	Total Crashes	K	A	B	C	PDO
0.36 (Crashes/ Million Entering Veh.)	2017	4					4
	2018	3			1		2
	2019	3				1	2
	2020	5	1	1			3
Fatal and Injury % 30.4%	2021	8	1		1	1	5
	Total	23	2	1	2	2	16
	Avg.	4.6	24hr Entering Volume / ADT			34,822	
	<i>Pre 2022</i>	<i>0</i>	Year of Count			2021	

Crash Rate= (Avg. # of crashes*10⁶) / (365*ADT) Preliminary 2022 crashes not included in calculations

HSM spreadsheet: [\\dotwkefile1p\N3PUBLIC\SPO\Operations\Safety\Intersection, Segment & Project Files\SER Signal Safety.xlsx](#) (Add crash and volume statistics)

History, Safety Issues and Actions Taken

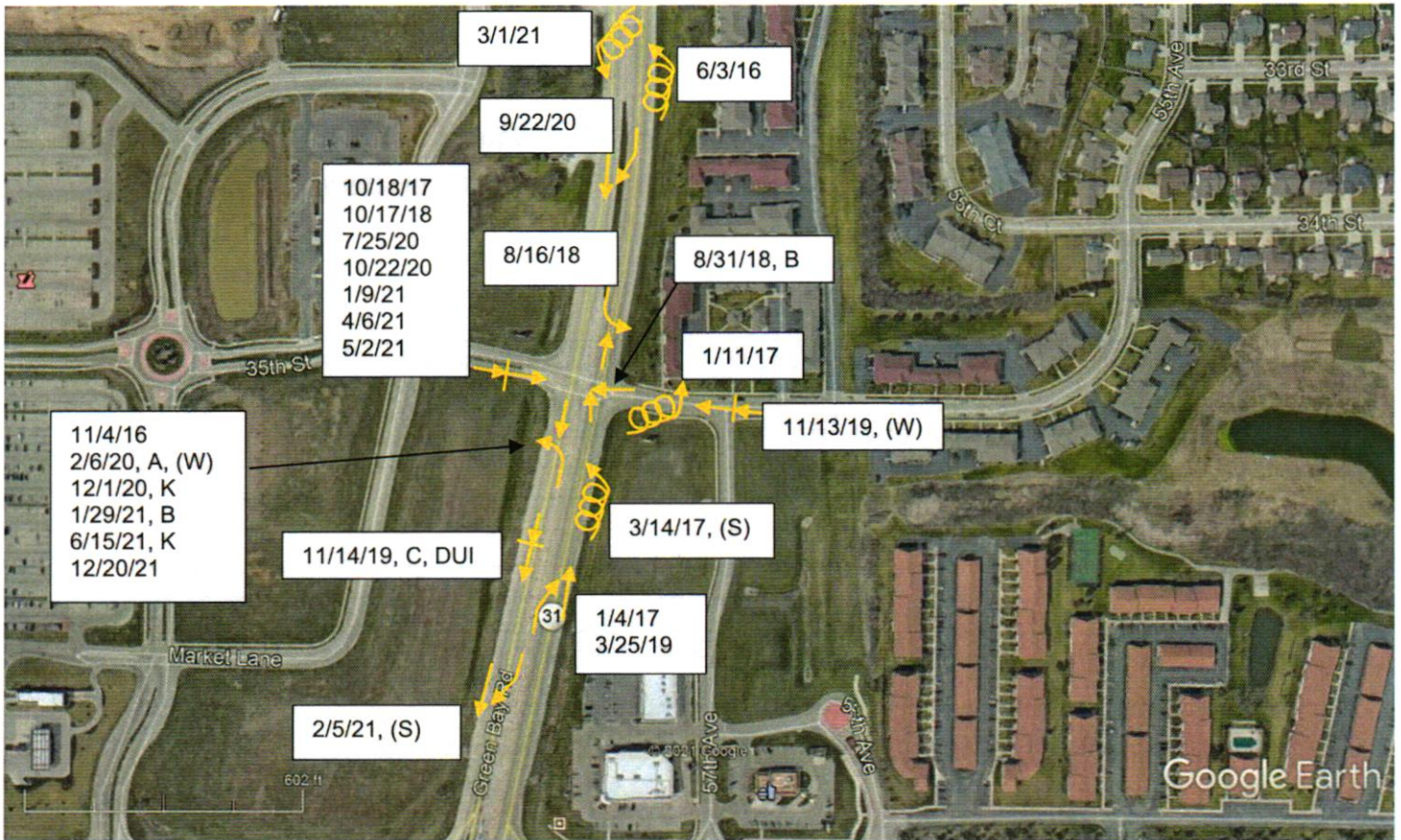
Changes During Study Period:	
Safety Issues:	A recent increase in yearly total crashes and recent fatal crashes.
Actions:	



DTSD – SE Region
Intersection Safety Evaluation

STH 31 & 35th Street
Kenosha County

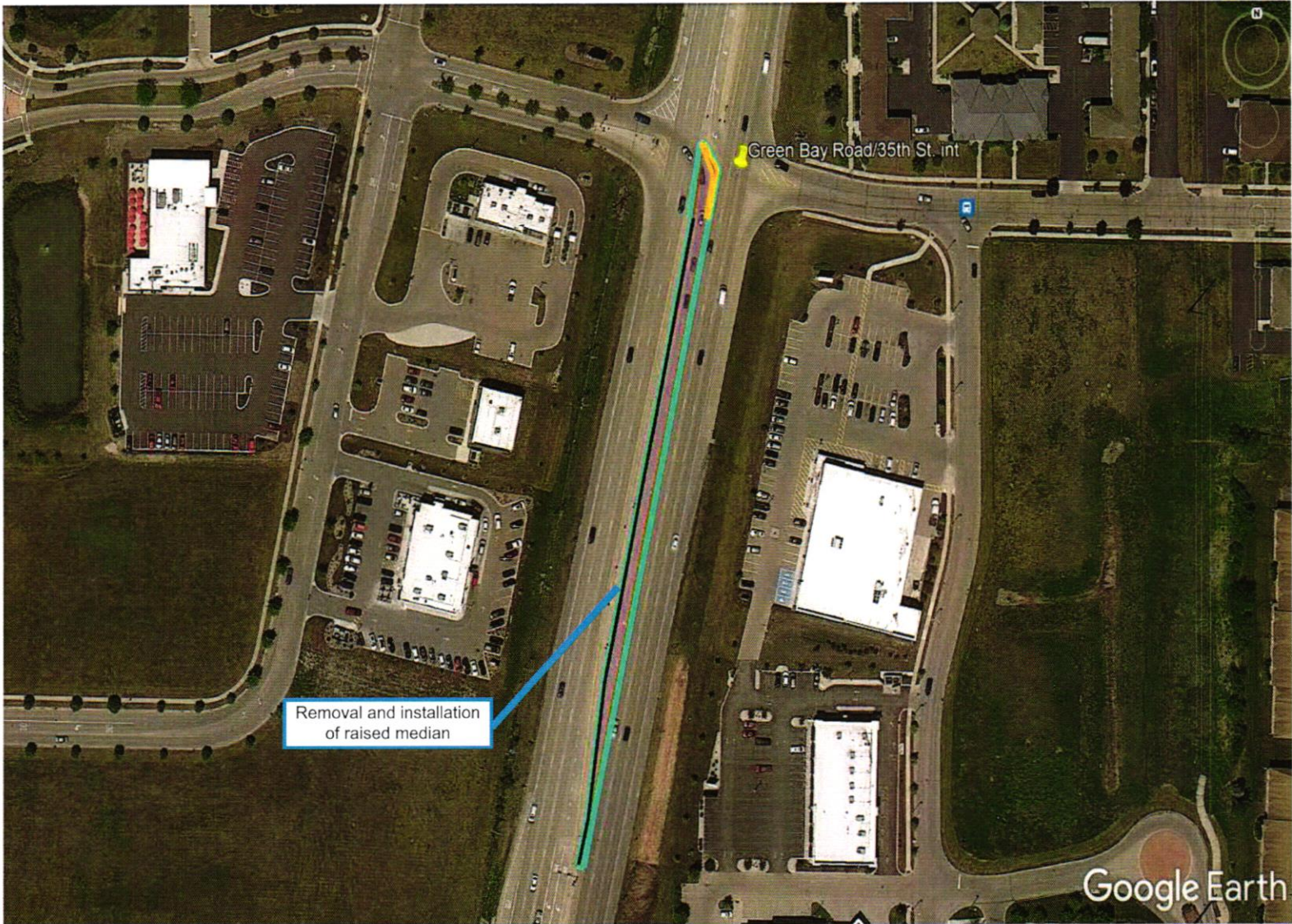
January 2016-Preliminary 2021



LEGEND							
	Signal/Sign Post		Bicycle		Right Angle		Out of Control
	Tree/Utility Pole		Pedestrian		Left Turn		Rear-End
	Non-Fixed Object		Non-Contact Vehicle		Right Turn		Head-On
	Fixed Object		Backing Vehicle		Sideswipe-Same		Overtake
	Parked Vehicle		Moving Vehicle		Sideswipe-Opp.		Overturn
						(S) = SNOW-ICE	K = FATAL
						(W) = WET	A = SUS. SERIOUS INJURY
						(F) = FOG-MIST	B = SUS. MINOR INJURY
						(DUI) = ALCOHOL OR DRUG USE	C = POS. INJURY
							BLANK = PROPERTY

Account	Balance	Debit	Credit	Balance
1000	1000.00			1000.00
1010	2000.00			2000.00
1020	3000.00			3000.00
1030	4000.00			4000.00
1040	5000.00			5000.00
1050	6000.00			6000.00
1060	7000.00			7000.00
1070	8000.00			8000.00
1080	9000.00			9000.00
1090	10000.00			10000.00
1100	11000.00			11000.00
1110	12000.00			12000.00
1120	13000.00			13000.00
1130	14000.00			14000.00
1140	15000.00			15000.00
1150	16000.00			16000.00
1160	17000.00			17000.00
1170	18000.00			18000.00
1180	19000.00			19000.00
1190	20000.00			20000.00
1200	21000.00			21000.00
1210	22000.00			22000.00
1220	23000.00			23000.00
1230	24000.00			24000.00
1240	25000.00			25000.00
1250	26000.00			26000.00
1260	27000.00			27000.00
1270	28000.00			28000.00
1280	29000.00			29000.00
1290	30000.00			30000.00
1300	31000.00			31000.00
1310	32000.00			32000.00
1320	33000.00			33000.00
1330	34000.00			34000.00
1340	35000.00			35000.00
1350	36000.00			36000.00
1360	37000.00			37000.00
1370	38000.00			38000.00
1380	39000.00			39000.00
1390	40000.00			40000.00
1400	41000.00			41000.00
1410	42000.00			42000.00
1420	43000.00			43000.00
1430	44000.00			44000.00
1440	45000.00			45000.00
1450	46000.00			46000.00
1460	47000.00			47000.00
1470	48000.00			48000.00
1480	49000.00			49000.00
1490	50000.00			50000.00
1500	51000.00			51000.00
1510	52000.00			52000.00
1520	53000.00			53000.00
1530	54000.00			54000.00
1540	55000.00			55000.00
1550	56000.00			56000.00
1560	57000.00			57000.00
1570	58000.00			58000.00
1580	59000.00			59000.00
1590	60000.00			60000.00
1600	61000.00			61000.00
1610	62000.00			62000.00
1620	63000.00			63000.00
1630	64000.00			64000.00
1640	65000.00			65000.00
1650	66000.00			66000.00
1660	67000.00			67000.00
1670	68000.00			68000.00
1680	69000.00			69000.00
1690	70000.00			70000.00
1700	71000.00			71000.00
1710	72000.00			72000.00
1720	73000.00			73000.00
1730	74000.00			74000.00
1740	75000.00			75000.00
1750	76000.00			76000.00
1760	77000.00			77000.00
1770	78000.00			78000.00
1780	79000.00			79000.00
1790	80000.00			80000.00
1800	81000.00			81000.00
1810	82000.00			82000.00
1820	83000.00			83000.00
1830	84000.00			84000.00
1840	85000.00			85000.00
1850	86000.00			86000.00
1860	87000.00			87000.00
1870	88000.00			88000.00
1880	89000.00			89000.00
1890	90000.00			90000.00
1900	91000.00			91000.00
1910	92000.00			92000.00
1920	93000.00			93000.00
1930	94000.00			94000.00
1940	95000.00			95000.00
1950	96000.00			96000.00
1960	97000.00			97000.00
1970	98000.00			98000.00
1980	99000.00			99000.00
1990	100000.00			100000.00

PROPOSED WORK



From: [Malicki, Daniel M - DOT](#)
To: [Martinez, Rodrigo - DOT](#)
Subject: RE: HSIP ICE Reports
Date: Thursday, January 20, 2022 4:00:37 PM
Attachments: [WIS 31 & 35th Street Results.pdf](#)

Rodrigo,

Attached are the summary tables for the analysis completed at the WIS 31/35th Street intersection. The first table shows the analysis results for the existing volumes and geometry. The second table contains the results using the existing timings at CTH S, redistributed volumes, and the proposed geometry (restricting NBL at 35th Street, change to DP+P phasing for NBL at 31st Street). Table 3 includes the results using the updated timings at CTH S, redistributed volumes, and the proposed geometry (restricting NBL at 35th Street, change to DP+P phasing for NBL at 31st Street).

Please let me know if you need any more information.

Thanks.

Dan Malicki

Traffic Operations Engineer

WisDOT DTSD Southeast Region

daniel.malicki@dot.wi.gov

Office: 262-521-5285

Cell: 414-750-2562

Table 1: Existing Volumes, Geometry

Intersection	Peak	Metric	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
WIS 31 & 31st Street	AM	LOS	D	D	D	D	D		A	C	C	A	B	A
		SEC	50.9	45.7	36.2	50.4	47.7		9.2	24.0	24.3	8.8	12.7	3.3
		V/C	0.53	0.04	0.40	0.35	0.37		0.21	0.30	0.30	0.04	0.40	0.03
		Q	65	17	78	59	72		19	63	63	10	229	23
	PM	LOS	D	D	D	D	D		B	C	C	B	B	A
		SEC	53.4	48.3	38.5	50.0	49.0		11.1	28.3	28.8	10.7	14.3	3.5
		V/C	0.79	0.07	0.58	0.12	0.17		0.41	0.37	0.37	0.10	0.42	0.07
		Q	125	26	106	34	42		49	70	70	19	284	49
WIS 31 & 35th Street	AM	LOS	-	-	B	-	-	B	B	A	A	A	A	A
		SEC	-	-	11.8	-	-	10.3	10.7	0.0	0.0	9.5	0.0	0.0
		V/C	-	-	0.19	-	-	0.04	0.18	0.00	0.00	0.04	0.00	0.00
		Q	-	-	18	-	-	3	15	0	0	3	0	0
	PM	LOS	-	-	B	-	-	B	B	A	A	A	A	A
		SEC	-	-	12.7	-	-	11.3	10.7	0.0	0.0	9.8	0.0	0.0
		V/C	-	-	0.28	-	-	0.12	0.22	0.00	0.00	0.07	0.00	0.00
		Q	-	-	28	-	-	10	20	0	0	5	0	0
WIS 31 & CTH S / 38th Street	AM	LOS	D	D	C	D	D	D	C	C	A	D	D	C
		SEC	46.2	46.9	26.4	54.5	43.7	38.4	34.7	25.3	9.5	53.9	45.0	31.7
		V/C	0.51	0.79	0.40	0.88	0.78	0.32	0.19	0.42	0.23	0.73	0.87	0.19
		Q	115	201	105	210	243	103	81	246	140	102	338	83
	PM	LOS	E	D	C	E	D	B	D	C	C	F	D	C
		SEC	60.7	49.1	21.5	60.1	38.6	14.1	41.5	33.3	29.2	81.1	41.3	32.9
		V/C	0.86	0.87	0.45	0.85	0.56	0.31	0.34	0.63	0.31	0.91	0.79	0.26
		Q	199	366	177	171	232	129	117	341	165	182	307	106

Table 2: Redistributed Volumes, Proposed Geometry

Intersection	Peak	Metric	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
WIS 31 & 31st Street	AM	LOS	D	D	D	D	D		A	C	C	A	B	A
		SEC	50.9	45.7	36.2	50.4	47.7		9.2	24.0	24.3	8.8	12.7	3.3
		V/C	0.53	0.04	0.40	0.35	0.37		0.21	0.30	0.30	0.04	0.40	0.03
		Q	65	17	78	59	72		23	59	59	10	229	23
	PM	LOS	D	D	D	D	D		B	C	C	B	B	A
		SEC	53.4	48.3	38.5	50.0	49.0		11.1	28.3	28.8	10.7	14.3	3.5
		V/C	0.79	0.07	0.58	0.12	0.17		0.41	0.37	0.37	0.10	0.42	0.07
		Q	125	26	106	34	42		65	68	68	19	284	49
WIS 31 & 35th Street	AM	LOS	-	-	B	-	-	B	-	A	A	A	A	A
		SEC	-	-	11.8	-	-	10.3	-	0.0	0.0	9.5	0.0	0.0
		V/C	-	-	0.19	-	-	0.04	-	0.00	0.00	0.04	0.00	0.00
		Q	-	-	18	-	-	3	-	0	0	3	0	0
	PM	LOS	-	-	B	-	-	B	-	A	A	A	A	A
		SEC	-	-	12.7	-	-	11.3	-	0.0	0.0	9.8	0.0	0.0
		V/C	-	-	0.28	-	-	0.12	-	0.00	0.00	0.07	0.00	0.00
		Q	-	-	28	-	-	10	-	0	0	5	0	0
WIS 31 & CTH S / 38th Street	AM	LOS	D	D	C	D	D	D	D	C	B	D	D	C
		SEC	49.6	46.9	26.4	54.5	42.9	36.1	35.6	24.7	10.2	53.9	45.0	31.7
		V/C	0.57	0.79	0.40	0.88	0.79	0.21	0.30	0.38	0.23	0.73	0.87	0.19
		Q	119	201	105	210	257	74	139	220	140	102	338	83
	PM	LOS	E	D	C	E	D	B	D	C	C	F	D	C
		SEC	60.7	49.1	21.5	60.1	40.1	13.5	43.3	32.1	29.2	81.1	41.3	32.9
		V/C	0.86	0.87	0.45	0.85	0.63	0.20	0.52	0.57	0.31	0.91	0.79	0.26
		Q	199	366	177	171	266	89	220	304	165	182	307	106

Table 3: Redistributed Volumes, Proposed Geometry, Optimized Timings

Intersection	Peak	Metric	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
WIS 31 & 31st Street	AM	LOS	D	D	D	D	D		A	A	A	A	B	A
		SEC	50.9	45.7	36.2	50.4	47.7		8.4	0.4	0.7	7.4	12.7	3.3
		V/C	0.53	0.04	0.40	0.35	0.37		0.21	0.30	0.30	0.03	0.40	0.03
		Q	65	17	78	59	72		21	49	49	10	229	23
	PM	LOS	D	D	D	D	D		B	C	C	B	B	A
		SEC	53.4	48.3	38.5	50.0	49.0		11.1	28.3	28.8	10.7	14.3	3.5
		V/C	0.79	0.07	0.58	0.12	0.17		0.41	0.37	0.37	0.10	0.42	0.07
		Q	125	26	106	34	42		67	39	39	19	274	47
WIS 31 & 35th Street	AM	LOS	-	-	B	-	-	B	-	A	A	A	A	A
		SEC	-	-	11.8	-	-	10.3	-	0.0	0.0	9.5	0.0	0.0
		V/C	-	-	0.19	-	-	0.04	-	0.00	0.00	0.04	0.00	0.00
		Q	-	-	18	-	-	3	-	0	0	3	0	0
	PM	LOS	-	-	B	-	-	B	-	A	A	A	A	A
		SEC	-	-	12.7	-	-	11.3	-	0.0	0.0	9.8	0.0	0.0
		V/C	-	-	0.28	-	-	0.12	-	0.00	0.00	0.07	0.00	0.00
		Q	-	-	28	-	-	10	-	0	0	5	0	0
WIS 31 & CTH S / 38th Street	AM	LOS	D	D	C	D	D	D	D	C	A	D	D	D
		SEC	47.9	52.6	27.2	54.5	46.6	36.9	39.5	24.0	9.7	54.3	48.7	38.7
		V/C	0.57	0.83	0.42	0.88	0.82	0.22	0.36	0.37	0.23	0.73	0.72	0.15
		Q	124	215	113	214	267	77	118	206	131	100	300	74
	PM	LOS	E	D	C	E	D	B	D	C	C	E	D	D
		SEC	58.5	50.5	21.1	60.1	40.5	14.4	45.0	32.8	29.8	61.1	42.9	35.1
		V/C	0.86	0.88	0.46	0.85	0.64	0.20	0.56	0.58	0.32	0.82	0.75	0.24
		Q	197	371	179	171	272	91	168	312	170	139	315	99

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

WORK SESSION: July 5th, 2023

TO: Village President Stoner and Board of Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #8 Discuss and review proposed Cell Tower lease for Village/Town Hall

BACKGROUND:

The Village currently has two cell towers on Village property that generate income through lease agreements. One is located at Village/Town Hall and the other is at Station #2.

The Village/Town Hall lease was executed in 1998. The initial five-year term ended in 2002. The lease also called for four additional five-year terms. The only tenant on this tower has been Verizon. The annual lease payment for the final five-year term is \$26,030.04. The Village traditionally receives this payment in October of each year. The final five-year term will end at the end of 2023.

Administrator Peters has been in contact with American Tower Corporation (ATC) in regards to renewing this lease. At our June 6th Work Session, the Board was informed that Administration had held meetings with ATC to discuss possible terms.

UPDATE:

Per ATC, they are not willing to substantially raise the per year payment as the rent they receive from Verizon is almost at a breakeven point. On June 26th, Administrator Peters received their formal offer. The summary of the proposal is as follows:

- New 25-year term;
- A 3% escalation in rent per year, with 2024 payment being \$26,811.31; and
- Additional rent per new tenant would move from \$6,500 to \$10,000.

COMMENTS:

Administrator Peters did reach out to Crown Castle and provided them an opportunity to make an offer. Their firm reviewed the information and was not interested in pursuing this lease. Under this proposal our revenue stream stays basically the same as we have factored into past budgets, and any additional users would be an added source of revenue.

The proposed contract language will need to be updated to reference the fact that the Village is now the owner of the property. This has been relayed to ATC and we are waiting for an updated lease.

Administration is seeking guidance from the Board as whether they are agreeable to these terms.

ATTACHMENTS:

Proposed Lease Agreement

THE SECOND AMENDMENT TO TOWER/ LAND LEASE AGREEMENT

This Second Amendment to Tower/ Land Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **Town of Somers**, a Wisconsin municipal corporation ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Tower/ Land Lease Agreement dated November 6, 1998 (the "**Original Lease**"), as amended by that certain Amendment to Tower/Land Lease Agreement dated August 27, 2013 (the "**First Amendment**") (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease, the Parties agree that the Lease, without giving effect to this Amendment and assuming the exercise by Tenant of all remaining renewal terms in the Lease, has a final expiration date of November 5, 2023 (the "**Current Expiration Date**"). Tenant shall have the option to extend the Lease for each of five (5) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). The first New Renewal Term shall commence on the day immediately following the Current Expiration Date, and all existing renewal terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease not less than ninety (90) days prior to the expiration of the then current term.
2. **Rent and Escalation.** The Parties hereby acknowledge and agree that the current rent payable from Tenant to Landlord under the Lease is **Twenty-six Thousand Thirty and 40/100 Dollars (\$26,030.40)** per year (the "**Rent**"). Commencing on November 6, 2023 and on each successive annual anniversary thereof, Rent due under the Lease shall increase by an amount equal to **three percent (3%)** of the then current Rent. In the event of any overpayment of Rent or Additional Rent (as defined below) prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount

ATC Site No: 410924
VZW Site No: 113489
Site Name: Racine WI
2023-06-30

equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **Town of Somers WI**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.

3. **Modification to Additional Rent.** The Parties acknowledge and agree that the Annual Rent Per Additional User described in Section 3(c) of the Original Lease (the “**Additional Rent**”) shall be increased to Ten Thousand and 00/100 Dollars (\$10,000.00) beginning on November 6, 2023. Commencing on November 6, 2028, and on the beginning of each New Renewal Term thereafter, the Additional Rent shall increase by an amount equal to One Thousand and 00/100 Dollars (\$1,000.00). The escalations to the Additional Rent described in the preceding sentence shall be the only escalations to the Additional Rent, and the Additional Rent shall not be subject to the escalations to Rent as delineated in Section 2 of this Amendment and/or as otherwise contained in the Lease. In the event a sublease or license with an additional user expires or terminates, Tenant’s obligation to pay the Additional Rent for such additional user shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything to the contrary contained in the Lease, or in this Amendment, Tenant shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that Tenant pay to Landlord any Additional Rent in connection with the sublease to or transfer of Tenant’s obligations and/or rights under the Lease, as modified by this Amendment, to any subsidiary, parent or affiliate of Tenant or American Tower.
4. **Notices.** Parties acknowledge and agree that Section 15 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: P.O. Box 197, Somers, WI 53171-0197; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
5. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.
6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

ATC Site No: 410924
VZW Site No: 113489
Site Name: Racine WI
2023-06-30

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

Town of Somers,
a Wisconsin municipal corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from the vesting deed (or deeds) to the fee owner of the Parent Parcel that includes the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Being situated in the County of Kenosha, State of Wisconsin, and being known as
Kenosha County APN: 82-4-222-161-0116.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Landlord.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Tyler Choiniere, Esq.
ATC Site No: 410924
ATC Site Name: Racine WI
Assessor's Parcel No(s): 82-4-222-161-0116

Prior Recorded Lease Reference:

Book _____, Page _____
Document No: _____
State of Wisconsin
County of Kenosha

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 202__ by and between **Town of Somers**, a Wisconsin municipal corporation, ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Tower/Land Lease Agreement dated November 6, 1998 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be November 5, 2048. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

ATC Site No: 410924
VZW Site No: 113489
Site Name: Racine WI
2023-06-30

4. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
5. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: P.O. Box 197, Somers, WI 53171-0197; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
6. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

Town of Somers,
a Wisconsin municipal corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Being situated in the County of Kenosha, State of Wisconsin, and being known as
Kenosha County APN: 82-4-222-161-0116.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

Village of Somers
7511 12th Street
Somers, WI 53171

Village Board Meeting
Tentative Agenda
Tuesday, July 11, 2023
5:30 p.m.

Village Board Meeting:	
Item #	
1	Call to order
2	Pledge of Allegiance
3	Consent and Approval of Minutes of Regular meetings on June 27 th , 2023 and Minutes of Special Meeting held July 5 th , 2023, Vouchers dated June 29 th , 2023 and July 6 th , 2023.
4	Correspondence:
5	Citizens Comments
6	President and Trustee Comments
7	Discussion and possible action on Resolution No. 2023-012, A Corporate Resolution to Borrow \$3,480,000.00 General Obligation Promissory Notes, 2023A
8	Action on proposed Cell Tower lease for Village/Town Hall
9	Action on Special Event application for Snap-on Company Picnic on July 22, 2023
10	Approval of Operator's Licenses:
11	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the July 11th, 2023 Village Board Meeting & **Tentative** Agenda in 1 public place & on the Village website.

Dated this 30th day of June, 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**