

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

**Village Board Meeting
Agenda
Tuesday, July 25, 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 July 11, 2023, Vouchers dated July 13, 2023, and July 20, 2023, June 2023 ACH Payments
4	Correspondence:
5	Citizens Comments
6	President and Trustee Comments
7	<p>Plan Commission Recommendations (Rothwell):</p> <ul style="list-style-type: none"> a. Action on request by: Douglas Rothwell, 816 100th Ave., Kenosha, WI 53144 (Owner), for rezoning from A-1 Agricultural Preservation Dist. to A-2 General Agricultural Dist., on Tax Parcel #82-4-222-082-0200, located in the NW ¼ of Section 8, T2N, R22E, Village of Somers. b. Action on request by Douglas Rothwell, 816 100th Ave, Kenosha, WI 53144 (Owner), for approval of a Certified Survey Map (dated February 21, 2023 and prepared by Mark R. Madsen of Nielsen Madsen & Barber) to create one (1) 10.000-acre Lot and one (1) 25.548-acre Lot on Tax Parcel #82-4-222-082-0200, located in the NW ¼ of Section 8, T2N, R22E, Village of Somers. c. Action on proposed Development Agreement between the Village of Somers and Douglas Rothwell
8	Action to authorize Village President to execute Tower/Lease Agreement between Village of Somers and Cellco Partnership d/b/a Verizon Wireless for tower located at the Village/Town Hall

9	Action on Chief Andersen’s request to create a Somers Fire & Rescue Social Media Page
10	Action on proposed Accounting Manager Employment Agreement with Tanya Ealy, term ending December 31, 2026
11	Action on proposed Ordinance No. 2023-023, An Ordinance to Repeal and Recreate Section 12.11(F) of the Code of Ordinances of the Village of Somers Relating to Landfill and Excavating Permits.
12	Action on proposed Ordinance No. 2023-024, An Ordinance to Repeal and Recreate Section 14.15(G) of the Code of Ordinances of the Village of Somers Relating to Swimming Poll Fences.
13	Action on proposed Ordinance No. 2023-025, An Ordinance to Repeal and Recreate Section ZN 3.09(7)(b) of the Code of Ordinances of the Village of Somers.
14	Action on proposed Ordinance No. 2023-026, An Ordinance to Repeal and Recreate Section 25.04 of the Code of Ordinances of the Village of Somers Relating to Penalty Provisions.
15	Action on application for Class “B” (Picnic) Beer License from Kenosha Shrine Club for events, August 12-August 13, 2023 from 10 a.m. until 5 p.m. each day. Events to be held at Jerry Smith Farm, 7150 18th Street, and a request to waive fees
16	Approval of Operator’s Licenses:
17	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 25, 2023 Village Board Meeting & Agenda in 1 public place & on the Village website.

Dated this 21st day of July 2023

Brandi Baker, Clerk-Treasurer

Requests from person with disabilities who need assistance to participate in this meeting should be made to the Clerk’s Office at 262-859-2822 with as much notice as possible. **Notice is hereby given that members of the Village Board may participate telephonically. Notice is hereby given that members of the Town Board may be in attendance for the sole purpose of gathering information. A quorum may be present. However, no Board action will be taken.**

**Village of Somers
Proceedings from the Regular Board Meeting July 11, 2023**

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

President Stoner led the Pledge of Allegiance.

Present: President Stoner, Trustees Ben Harbach, Jack Aupperle, and Joe Smith, Karl Ostby Trustee, and Jackie Nelson. Trustee Scott Fredrick was excused. Also present: Administrator Jason Peters, Clerk/Treasurer Brandi Baker, Assistant to the Administrator Kevin Poirier and Attorney Jeff Davison.

Consent and Approval of Minutes of Regular meetings on June 27th, 2023 and Minutes of Special Meeting held July 5th, 2023, Vouchers dated June 29th, 2023 and July 6th, 2023.

Trustee Aupperle moved to approve the Minutes of Regular meetings on June 27th, 2023 and Minutes of Special Meeting held July 5th, 2023, Vouchers dated June 29th, 2023 and July 6th, 2023.

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

Correspondence

None

Citizen Comments

Gregg Sinnen - 3190 100th Ave. - ave a thank you to Trustee Harbach, the parade committee, and staff for a great parade.

President and Trustee Comments

Trustee Harbach thanked Mr. Sinnen for his comments on the parade.

President Stoner shared that this was a great parade and commented that Kenosha Sheriff Department had a great plan in place.

Discussion and update on the General Obligation Promissory Notes, Series 2023A

Administrator Peters explained this is a pre-sale report and for informational purposes only.

Action on Special Event application for Snap-on, Inc. Company Picnic on July 22, 2023

Trustee Nelson moved to approve 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
Seconded by Trustee Ostby. Motion carried. 6-0 vote

Approval of Operator's Licenses: Kelly Braun, Nicole Johnson, Brian Maseman and Melissa Jakubowski

Trustee Harbach moved to approve Operator Licenses: Kelly Braun, Nicole Johnson, Brian Maseman and Melissa Jakubowski.

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

Adjourn

Trustee Ostby moved to Adjourn at 5:41 pm.

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

Drafted this 12th day of July by Brandi Baker Clerk/Treasurer

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

07/13/2023 02:26 PM
User: HKRUK
DB: Somers

CHECK REGISTER FOR VILLAGE OF SOMERS
CHECK DATE FROM 07/13/2023 - 07/13/2023

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
07/13/2023	POOL	164(E)	SAMSMC	SAM'S CLUB MC/SYNCB	1,617.95
07/13/2023	POOL	62046	AIR001	AIRGAS USA, LLC	326.79
07/13/2023	POOL	62047	BYFUGLIEN	BYFUGLIEN INC	2,097.55
07/13/2023	POOL	62048	CENTURYL	CENTURYLINK	13.60
07/13/2023	POOL	62049	SPECTRUM	CHARTER COMMUNICATIONS	139.98
07/13/2023	POOL	62050	DAV001	DAVISON LAW OFFICE, LTD	10,533.00
07/13/2023	POOL	62051	EAGLEMEDIA	EAGLE MEDIA INC	53.98
07/13/2023	POOL	62052	FAS001	FASTENAL COMPANY	56.65
07/13/2023	POOL	62053	HWY001	HIGHWAY C SERVICE INC	139.80
07/13/2023	POOL	62054	INNOV	INNOVATIVE INDUSTRIES INC	4,274.00
07/13/2023	POOL	62055	KCSHERIF	KENOSHA CO SHERIFF DEPT	65.00
07/13/2023	POOL	62056	KNOX	KNOX COMPANY	2,354.00
07/13/2023	POOL	62057	NAP001	NAPA AUTO PARTS	216.14
07/13/2023	POOL	62058	PAT001	PATS SERVICES INC	520.00
07/13/2023	POOL	62059	STAPLEAD	STAPLES	63.49
07/13/2023	POOL	62060	WEE001	WE ENERGIES	138.64
07/13/2023	POOL	62061	WEE002	WE ENERGIES	1,839.88
07/13/2023	POOL	62062	WIL002	WIL-KIL PEST CONTROL	52.70

POOL TOTALS:

Total of 18 Checks:	24,503.15
Less 0 Void Checks:	0.00
Total of 18 Disbursements:	24,503.15

07/20/2023 01:20 PM
 User: HKRUK
 DB: Somers

CHECK REGISTER FOR VILLAGE OF SOMERS
 CHECK DATE FROM 07/20/2023 - 07/20/2023

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
07/20/2023	POOL	165(E)	WID002	WI DEPT OF JUSTICE	378.00
07/20/2023	POOL	62063	BTM001	BOUND TREE MEDICAL LLC	1,179.93
07/20/2023	POOL	62064	DAV001	DAVISON LAW OFFICE, LTD	399.00
07/20/2023	POOL	62065	DIG002	DIGGERS HOTLINE INC	1,578.05
07/20/2023	POOL	62066	EME001	EMERGENCY MEDICAL PRODUCTS INC	369.00
07/20/2023	POOL	62067	JCLICHT	JC LICHT LLC	95.96
07/20/2023	POOL	62068	JEF001	JEFFERSON FIRE & SAFETY INC	212.63
07/20/2023	POOL	62069	KCSHERIF	KENOSHA CO SHERIFF DEPT	62,002.95
07/20/2023	POOL	62070	KWU002	KENOSHA WATER UTILITY	42.00
07/20/2023	POOL	62071	MCDEVITTS	MCDEVITTS TOWING & REPAIR	550.00
07/20/2023	POOL	62072	MEN001	MENARDS - RACINE	106.74
07/20/2023	POOL	62073	NAP001	NAPA AUTO PARTS	9.32
07/20/2023	POOL	62074	PAT001	PATS SERVICES INC	150.00
07/20/2023	POOL	62075	QUADIENT	QUADIENT FINANCE USA INC	503.03
07/20/2023	POOL	62076	QUADIENTLE	QUADIENT LEASING USA INC	214.68
07/20/2023	POOL	62077	RICOHUSA	RICOH USA, INC	193.43
07/20/2023	POOL	62078	RITZHOLM	RITZ HOLMAN LLP	3,825.00
07/20/2023	POOL	62079	SLHSPACER	SLHS PACER PATRONS	300.00
07/20/2023	POOL	62080	STAPLEAD	STAPLES	57.40
07/20/2023	POOL	62081	STRAND	STRAND ASSOCIATES INC	5,340.00
07/20/2023	POOL	62082	WEE001	WE ENERGIES	117.19
07/20/2023	POOL	62083	WEE001	WE ENERGIES	505.32
07/20/2023	POOL	62084	WIHUMANE	WISCONSIN HUMANE SOCIETY	894.43

POOL TOTALS:

Total of 23 Checks:	79,024.06
Less 0 Void Checks:	0.00
Total of 23 Disbursements:	79,024.06

Village of Somers

ACH payments and checks from Payroll system during the month of June 2023

<u>DATE</u>	<u>CHECK#</u>	<u>PAYABLE TO</u>	<u>AMOUNT</u>
6/1/2023	EFT815	DELTA DENTAL	\$ 3,055.40
6/1/2023	EFT816	DELTA DENTAL & VISION	\$ 168.72
6/1/2023	EFT826	WI DEPT. OF REVENUE	\$ 3,814.44
6/2/2023	ACH	SOMERS PAYROLL	\$ 64,483.63
6/2/2023	EFT827	WISCONSIN DEFERRED COMP	\$ 546.84
6/9/2023	ACH	ANALYSIS LOSS FEE/MISC FEE	\$ 475.65
6/13/2023	61930	SECURIAN FINANCIAL GROUP, INC	\$ 1,107.38
6/13/2023	61931	SECURIAN FINANCIAL GROUP, INC	\$ 30.02
6/13/2023	61932	METLIFE	\$ 465.00
6/13/2023	EFT829	INTERNAL REVENUE SERVICE	\$ 15,777.07
6/14/2023	EFT830	WI DEPT. OF REVENUE	\$ 3,771.06
6/14/2023	EFT831	EMPLOYEE TRUST FUNDS	\$ 45,908.46
6/14/2023	EFT832	WI SCTF	\$ 1,482.10
6/16/2023	EFT828	INTERNAL REVENUE SERVICE	\$ 23,068.97
6/16/2023	EFT833	SOMERS FIRE FIGHTERS	\$ 300.00
6/16/2023	EFT835	WISCONSIN DEFERRED COMP	\$ 848.86
6/16/2023	ACH	WIRE TRANSFER - US BANK	\$ 11,440.00
6/16/2023	ACH	SOMERS PAYROLL	\$ 64,693.98
6/20/2023	ACH	KWIK TRIP	\$ 4,500.76
6/21/2023	EFT836	INTERNAL REVENUE SERVICE	\$ 7,491.36
6/21/2023	ACH	WI ONLINE RECORD	\$ 84.00
6/26/2023	ACH	PNP BILLPAYMENT	\$ 199.60
6/27/2023	61971	METLIFE	\$ 575.00
6/28/2023	EFT842	WI SCTF	\$ 1,487.18
6/29/2023	ACH	PNP BILLPAYMENT	\$ 115.00
6/30/2023	ACH	SOMERS PAYROLL	\$ 68,264.53
6/30/2023	EFT834	WI EMPLOYEE TRUST FUNDS	\$ 29,742.90
6/30/2023	EFT837	INTERNAL REVENUE SERVICE	\$ 24,056.78
6/30/2023	EFT838	WI DEPT. OF REVENUE	\$ 3,917.56
6/30/2023	EFT839	DELTA DENTAL & VISION	\$ 168.72
6/30/2023	EFT840	DELTA DENTAL	\$ 3,055.40
6/30/2023	EFT841	AFLAC INSURANCE	\$ 918.06
6/30/2023	EFT843	SOMERS FIRE FIGHTERS	\$ 300.00
6/30/2023	EFT844	LIBERTY NATIONAL	\$ 1,109.16
6/30/2023	EFT845	WISCONSIN DEFERRED COMP	\$ 771.81
		TOTAL	\$ 388,195.40

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

MEETING DATE: July 25th, 2023

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #7 Plan Commission Recommendations (Rothwell):

- a. Action on request by Douglas Rothwell, 816 100th Ave., Kenosha, WI 53144 (Owner), for a rezoning from A-1 Agricultural Preservation Dist. to A-2 General Agricultural Dist., on Tax Parcel #82-4-222-082-0200, located in the NW ¼ of Section 8, T2N, R22E, Village of Somers.
- b. Action on request by Douglas Rothwell, 816 100th Ave, Kenosha, WI 53144 (Owner), for approval of a Certified Survey Map (dated February 21, 2023 and prepared by Mark R. Madsen of Nielsen Madsen & Barber) to create one (1) 10.000-acre Lot and one (1) 25.548-acre Lot on Tax Parcel #82-4-222-082-0200, located in the NW ¼ of Section 8, T2N, R22E, Village of Somers.

BACKGROUND:

Staff has held meetings with the Rothwell family to discuss their wish to split off 10 acres from their 35 acres to create a lot for a family member to build a single-family residence. In order to facilitate their request, a CSM and rezone are necessary. In early, April they submitted a request for rezone and a land division through CSM.

In this case, the rezone would be from A-1 to A-1 and A-2. The new parcel for the single family would now be zoned A-2.

PRIOR ACTION TAKEN:

The Plan Commission heard the above-mentioned requests at their May 8th meeting and held the requisite public hearings. No major issues were raised. The Plan Commission's recommendation was to approve the request for rezone (7-0) and to split the lot into two parcels through the proposed CSM (7-0).

The Board reviewed this matter at our May 16th Work Session. As Planner Godshall's memo pointed out, soil tests needed to be submitted to the County Sanitarian for the proposed Private On Site Wastewater Treatment System before this matter could be brought for action. On July 19th, Administrator Peters received confirmation from Planning and Zoning that the soil borings have been completed and have been approved by the County Sanitarian.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

The attached CSM has been updated by the applicant based on the comments from Planning and Zoning and the Department of Administrator. It has been reviewed by Planning and Zoning. Staff would recommend approval of the above referenced items. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

7a

“Motion to approve request by Douglas Rothwell, 816 100th Ave., Kenosha, WI 53144 (Owner), for a rezoning from A-1 Agricultural Preservation Dist. to A-2 General Agricultural Dist., on Tax Parcel #82-4-222-082-0200, located in the NW ¼ of Section 8, T2N, R22E, Village of Somers., subject to the following conditions:

- 1. Execution of a Development Agreement between the Village of Somers and Douglas Rothwell.”*

7b

“Motion to approve request by Douglas Rothwell, 816 100th Ave, Kenosha, WI 53144 (Owner), for approval of a Certified Survey Map (dated February 21, 2023 and prepared by Mark R. Madsen of Nielsen Madsen & Barber) to create one (1) 10.000-acre Lot and one (1) 25.548-acre Lot on Tax Parcel #82-4-222-082-0200, located in the NW ¼ of Section 8, T2N, R22E, Village of Somers., subject to the following conditions:

- 1. Execution of a Development Agreement between the Village of Somers and Douglas Rothwell.”*

7c

“Motion to approve proposed Development Agreement between the Village of Somers and Douglas Rothwell”

ATTACHMENTS:

Planning Memo dated 04/28/2023

Planning Commission Minutes 05/08/2023 – Highlighted

Application for Rezoning

Application for CSM

DOA CSM Review Letter

Updated CSM

Developers Agreement



COUNTY OF KENOSHA

Division of Planning & Development

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

TO: Village of Somers Plan Commission
FROM: Luke Godshall, Senior Land Use Planner
RPT DATE: 04-28-23
MTG DATE: 05-08-23
APPLN DATE: 03-23-23
RE: Rothwell CSM & Rezoning

PROJECT/SITE INFO:

1. Petitioner/Agent: Douglas Rothwell
2. Property Owner: Douglas Rothwell
3. Location/Address: SW corner of CTH A & 100th Avenue
4. Tax key Number(s): 82-4-222-082-0200
5. Area: 35.24 acres
6. Existing Zoning: A-1 Agricultural Preservation Dist.
7. Proposed Zoning: A-2 General Agricultural Dist.
8. Existing Land Use: Business/Industrial Park
9. Proposed Land Use: Business/Industrial Park

PROJECT OVERVIEW:

The Petitioner is proposing to split the subject parcel into one (1) 10.000-acre Lot and one (1) 25.548-acre Lot via Certified Survey Map. The proposed 10-acre Lot is intended to be sold to a family member to build a single-family residence on, while Lot 2 would remain owned by the current owner and continue to be farmed. A rezoning of the parcel from A-1 Agricultural Preservation District to A-2 General Agricultural District is also being proposed, as the proposed Lot sizes are too small to remain zoned A-1 (35-acre lot size minimum).

PLANNER COMMENTS:

Because the parcel's current zoning of A-1 requires a minimum parcel size of 35 acres and a minimum lot frontage width of 600 feet, rezoning the parcel from A-1 to A-2 would be required to allow for the lot sizes being proposed on the submitted CSM. The proposed Lots of the CSM would conform to the A-2 zoning district minimum standards, which require a minimum parcel size of 10 acres and a minimum lot frontage width of 300 feet.

The proposed Lots of the CSM are intended to be served by Private Onsite Wastewater Treatment Systems (POWTS), as sewer is not available to the subject parcel. At the time of this report, the Petitioner has not yet submitted soil test information for the proposed Lots of the CSM, which is required under the County Sanitary Ordinance to ensure the proposed Lots of the CSM contain suitable POWTS sites. The locations of the soil borings on each Lot will also need to be added by the surveyor onto the face of the CSM. The Petitioner is aware that soil tests are needed and is in the process of hiring a licensed soil tester to perform soil borings on the proposed Lots. The proposed rezoning and CSM should not receive Board approval until the required soil test information has been submitted to & received approval from the County Sanitarian.



COUNTY OF KENOSHA

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The submitted Certified Survey Map generally complies with the Village of Somers Land Division and Platting Control Ordinance. Noted below are several recommendations for revisions to be made to the CSM prior to its recordation in the Kenosha County Register of Deeds office.

STAFF RECOMMENDATION:

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

1. Final approval of the rezoning and Certified Survey Map shall not be granted by the Board until soil tests on the proposed Lots of the CSM have been reviewed and approved by the County Sanitarian.
2. The Certified Survey Map shall be subject to the following:
 - a. Subject to revising the CSM to address review comments from the Wisconsin Department of Administration's April 18, 2023 review letter.
 - b. Subject to making the following revisions to the CSM:
 1. Add the locations of soil borings on each Lot to the face of the CSM and include a legend item identifying the soil boring symbol.
 2. Add note stating there shall be no filling, excavation or building within wetland areas.
 3. Add a 50'x50' vision corner easement at the northeast corner of Lot 2.
 4. Add the following vision corner easement note to the face of the CSM:

"No obstructions, such as structures, fences, parking or vegetation shall be permitted in any business, manufacturing or institutional district between the heights of two (2) feet and ten (10) feet above the plane through the centerline of the road within the triangular space formed by any two (2) existing or proposed intersecting street or alley right-of-way lines and a line joining points on such lines located a minimum of fifteen (15) feet from the road right-of-way. In the case of any federal, state or county highway or village road intersection with any other federal, state or county highway or village road or railways, the corner cutoff distances establishing the triangular vision clearance space shall be increased to fifty (50) feet."
 5. On Sheet 6, remove the "Plan Commission Approval" signature area (only Village Board approval is required).
- c. Subject to all rules and requirements of Chapter 15 of the Kenosha County Sanitary Code and Private Sewage System Ordinance and SPS 383 and 385 of the Wisconsin Administrative Code. Complete soil and site evaluations have been conducted on each lot and where required by County Ordinance. The report is on file with the Kenosha County Department of Planning and Development. Any change in the location of the dispersal cell area must result in another soil and site evaluation by a licensed State of Wisconsin soil tester prior to changing the location of a prospective Private Onsite Wastewater Treatment Systems (POWTS). It is recommended that any desired change in the location of the dispersal cell be done prior to any transaction of property. All tested areas shall be protected and preserved by the developer and any subsequent owner from any disturbance



COUNTY OF KENOSHA

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- which includes: cutting and filling of existing soil surface, compaction from vehicles, installation of roads and driveways, installation of stormwater devices and excavation for utilities. Destruction of a POWTS site may result in a parcel being unbuildable. None of these lots may have their dwellings served by holding tanks.
- d. Subject to sending an electronic copy of the revised CSM showing the aforementioned changes to the Kenosha County Department of Planning and Development office to receive sign-off prior to the surveyor preparing the recordable CSM document for signatures. The county contact is Luke Godshall who can be contacted at the following e-mail address: luke.godshall@kenoshacounty.org.
 - e. No land division shall be recorded if any portion or part of the parent parcel has any unpaid taxes or outstanding special assessments without prior approval of the local and Kenosha County Treasurer.
 - f. Subject to the Certified Survey Map (CSM) being recorded with the Kenosha County Register of Deeds within twelve (12) months of receiving approval from the Somers Village Board.



Village of Somers
Proceeding from the Village Plan
Commission Meeting
May 8, 2023

1. Call to Order

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

Present:

- Chairman George Stoner
- Commissioner Ron Grimes
- Commissioner Bob Lee
- Commissioner Gregg Thompson
- Commissioner Vinnie Chambers
- Commissioner Don Boxx
- Commissioner Paul Aiello
- Alternate Pat Juliana

Absent: none

Staff present in person: Administrator Jason Peters, Assistant to the Administrator Kevin Poirier, Building Inspector Scott Seymour, Fire Chief Ben Andersen
Elected officials: Trustees Jackie Nelson, Joe Smith, Ben Harbach and Karl Ostby
Kenosha County Staff: Luke Godshall, Andy Buehler, Municipal Judge Robert Kupfer
Others: Baxter & Woodman Engineer Brett Biwer, Jennie Tunkieicz, Krista Reck, Terry Maack, Mary Kay Schleiter, Spencer Kabat, Rolph Anderson, Ryan Douglas
On the phone: Jason Burick, John, Jordan Michalkiewicz, Matt Brink, Michael Christoff, Vaishali Wagh

2. Pledge of Allegiance

Chairman Stoner led everyone in the Pledge of Allegiance.

3. Approve Minutes of April 10, 2023

Chairman Stoner makes a motion to approve to the minutes.
Seconded by Commissioner Boxx.
Motion carried. 7-0.

4. Correspondence

None

5. Citizen Comments

Jennie Tunkieicz
8737 18th Street

Tunkieicz thanks the commissioners for serving and bring out two concerns regarding the MapleCrest project:

1. The possible impact on stormwater. She mentions that Highway H is often closed due to water over the roadway
2. Possible traffic impact of that many residences at the proposed development on the traffic along Highways L and H and whether that intersection will have to be changed to accommodate it.

1. Rezone:

Public Hearing and Action on Request by: Douglas Rothwell, 816 100th Ave., Kenosha, WI 53144 (Owner), requests a rezoning from A-1 Agricultural Preservation Dist. to A-2 General Agricultural Dist., on Tax Parcel #82-4-222-082-0200, located in the NW ¼ of Section 8, T2N, R22E, Village of Somers.

No public comments

Chairman Stoners explains that a house is planned for that parcel.

Commissioner Boxx proposes the motion

Commissioner Aiello seconds

Motion passes unanimously 7-0.

2. Land Division (Certified Survey Map):

Public Hearing and Action on Request by: Douglas Rothwell, 816 100th Ave, Kenosha, WI 53144 (Owner), requests approval of a Certified Survey Map (dated February 21, 2023 and prepared by Mark R. Madsen of Nielsen Madsen & Barber) to create one (1) 10.000-acre Lot and one (1) 25.548-acre Lot on Tax Parcel #82-4-222-082-0200, located in the NW ¼ of Section 8, T2N, R22E, Village of Somers.

No public comments

Commissioner Boxx proposes the motion

Commissioner Aiello seconds

Motion passes unanimously 7-0.

3. Rezone:

Public Hearing and Action on Request by: Mastercraft Builders LLC, 5008 Green Bay

Rd, Kenosha, WI (Owner), Nancy Washburn, Land Development Administration, LLC, 7450 County Line Rd, Mount Pleasant, WI 53403-9740 (Agent), requests a rezoning from A-2 General Agricultural Dist. to R-4 Urban Single-Family Residential Dist. & A-2 General Agricultural Dist. on Tax Parcel # 82-4-222-171-0040, located in the NE 1/4 of Section 17, T2N, R22E, Village of Somers.

Comments:

Nancy Washburn (Mastercraft Builders agent)
7450 County Line Rd, Mount Pleasant, 53403

Washburn explains the project and its history. They are downsizing their original project down to two single-family homes on two lots with a shared driveway served by a shared well. The homes are new models: 1,900 sq. ft., 3 bedrooms, 2.5 bathrooms, 3-car garage, with a price of \$500,000 to \$550,000.

Chairman Stoner mentions that shared driveways are not typically allowed, but the county requested it. He also mentioned that the stream going through the proposed subdivision behind it will have to be redirected and piped down Highway E.

Washburn confirms that they are aware of it.

Commissioner Lee asks whether the houses will have a basement.

Washburn states they will have full basements.

Mary Kay Schleiter

1312 93rd Ave in Somers

Schleiter shares her concern for the shortage of houses in Somers, especially affordable housing for residents.

Ted Terletzky

9015 12th Street

Terletzky states that he lives next to the proposed development.

He states his opposition to the shared driveway.

Christopher Denman

9407 12th Street

Denman states his opposition to the shared driveway.

He also questions the zoning being R3 instead of R4 and the shared well.

Chairman Stoner states that the shared driveway decision was dictated by Kenosha County, and these concerns should be addressed to the county.

He also states that as soon as municipal water becomes available at the property, they will have to connect to the water.

Motion by Chairman George

Seconded by Commissioner Boxx

Motion passes unanimously 7-0.

4. Land Division (Certified Survey Map):

Public Hearing and Action on Request by: Mastercraft Builders LLC, 5008 Green Bay Rd, Kenosha, WI (Owner), Nancy Washburn, Land Development Administration, LLC, 7450 County Line Rd, Mount Pleasant, WI 53403-9740 (Agent), requesting approval of a Certified Survey Map on Tax Parcel #82-4-222-171-0040, located in the NE 1/4 of Section 17, T2N, R22E, Village of Somers.

No public comments

Commissioner Aiello proposes the motion
Commissioner Boxx seconds
Motion passes unanimously 7-0.

5. Conditional Use Permit:

Public Hearing and Action on Request by: Hyslop Foundation Inc, 880 Green Bay Rd, Kenosha, WI 53144 (Owner); Timothy Leveque, 880 Green Bay Road, Kenosha, WI 53144 (Agent), requesting a Conditional Use Permit for Event Facilities with lodging, Living Quarters for Watchmen and Caretakers, and Summer Theaters and Amphitheaters or Band Shells in the PR-1 Park-Recreational Dist. on Tax Parcel #82-4-222-101-0323, located in the NE ¼ Section 10, T2 N, R22 E, Village of Somers.

Public Hearing

Terry Maack
950 Green Bay Road
Maack brings up concern about the noise and suggest a time limit to performances.

Hawthorn Hollow Nature Sanctuary and Arboretum Executive Director TJ Leveque
Leveque states that there is no plan to build a bandshell and performances end at 9 p.m.
Leveque is happy to hear feedback and promises to address neighbor's concerns.

He states that future performances will be the as past ones.

Commissioner Lee states his support for the organization

Commissioner Grimes points out the sanitary issues brought up by the county

Chairman Stoner states that this is the culmination of many meetings, and his support for the organization.

Commissioner Boxx asks about the time limit to performances.

Public hearing closes

Motion to approve: Boxx, second by Aiello

Chairman Stoner amends the motion to set music hours to stop at 9 p.m.

Motion passes unanimously 7-0 as amended

6. Rezone:

Public Hearing and Action on Request by: Rossi Investments LLP, 13912 60th St, Bristol, WI 53104 (Owner), Bradley Hovanec, CAGE Engineering, Inc., 2200 Cabot Drive, Suite 325, Lisle, IL 60515 (Agent), requests a rezoning from A-1 Agricultural Preservation Dist. to B-3 Highway Business Dist. on part of Tax Parcel #82-4-222-041-0112, located in the NE 1/4 of Section 4, T2N, R22E, Village of Somers.

No public comments
Commissioner Aiello proposes the motion
Commissioner Boxx seconds
Motion passes unanimously 7-0.

7. Conditional Use Permit:

Public Hearing and Action on Request by: Rossi Investments LLP, 13912 60th St, Bristol, WI 53104 (Owner), Bradley Hovanec, CAGE Engineering, Inc., 2200 Cabot Drive, Suite 325, Lisle, IL 60515 (Agent), requesting a Conditional Use Permit for a Compressed Natural Gas fueling station with minor truck servicing in the B-3 Highway Business Dist. on part of Tax Parcel #82-4-222-041-0112, located in the NE 1/4 of Section 4, T2N, R22E, Village of Somers.

Public meeting

Krista Reck

6007 7th Street

Reck asks where the access to the property will be, the acreage of the property and more details about the project.

Developer comes to the podium

Developer presentation

Rolph Anderson - CT Realty

5N941 E Ridgewood Dr.

Saint Charles Illinois

We are in the first round of our clean truck hubs fueling stations.

Utilizing RNG (compressed)

We completed 8 projects nationwide

We have another 8 under construction

Another 8 in entitlements

Commissioner Grimes asks whether they saw the engineer's notes

Anderson says yes

Greg Roche – VP of Clean Energy

It is a strong environmental project, far cleaner than diesel trucks.
It uses natural gas from dairy farm and landfills.
Providing facilities for local routes and local drivers, not long-haul trucking.
We have over 600 fuel stations for commercial fleets: municipalities, refuse collection,
... It is a way to move goods cleaner than today.
Commissioner Thompson: Will 100% will be the renewal natural gas (farm to fuel)?
Roche: Yes, through the pipeline provided by the utility. We produce the natural gas at a dairy farm, for example, and put it in the pipeline. It is a shared pipeline.
Reck (at the request of Commissioner Lee) shares her concern about ground water contamination is an issue.
Commissioner Grimes asks about fire protection
Roche: there will be water available on site for firefighters

Chairman Stoner proposes the motion
Commissioner Boxx seconds
Motion passes unanimously 7-0.

8. Land Division (Certified Survey Map):

Public Hearing and Action on Request by: Rossi Investments LLP, 13912 60th St, Bristol, WI 53104 (Owner), Bradley Hovanec, CAGE Engineering, Inc., 2200 Cabot Drive, Suite 325, Lisle, IL 60515 (Agent), requests approval of a Certified Survey Map (dated March 17, 2023 and prepared by David A. Yurk of raSmith) to create one (1) 20.00-acre Lot from Tax Parcel #82-4-222-041-0112, located in the NE 1/4 of Section 4, T2N, R22E, Village of Somers.

Public hearing
Open/closed
Chairman Stoner proposes the motion
Commissioner Aiello seconds
Motion passes unanimously 7-0.

9. Site Plan Review & Exterior Fenestration:

Discussion and Action Request by: Rossi Investments LLP, 13912 60th St, Bristol, WI 53104 (Owner), Bradley Hovanec, CAGE Engineering, Inc., 2200 Cabot Drive, Suite 325, Lisle, IL 60515 (Agent), requests site plan review and exterior fenestration review on Tax Parcel #82-4-222-041-0112, located in the NE 1/4 of Section 4, T2N, R22E, Village of Somers.

Commissioner Boxx makes motion to approve
Chairman Stoner requests for the stormwater retention ponds to be larger than required and for the water not to sheet drain on the farmer's field but guide it to the ditch along the railroad track. He mentions that he needs to be prepared to show what the building looks like once it comes in front of the Village Board. Trash containers will need to be shown

on the drawings. He also mentions that a sampling manhole should be installed when the sanitary system is built to be ready for the sewer hookup. The sewer and water hook up will be mandatory once available.

Motion passes Motion passes unanimously7-0.

10. Plan Commission Conceptual Review:

Discussion and Action on Request by: Maplecrest Country Club Inc, 9401 18th St, Kenosha, WI 53144-7748 (Owner), Ryan Douglas, Land Quest, 4419 Washington Rd., Kenosha, WI 53144 (Agent), requesting conceptual review of a single- & multi-family residential development on Tax Parcel #82-4-222-201-0100, located in the NE 1/4 of Section 20, 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.

Ryan Douglas - Landquest

And Jason Burik, is going to present the project

Chairman Stoner says he will ask that single family home have basements. He also addresses street parking and making sure that firetrucks could go through.

Commissioner Grimes talks about future plans for Highway H expansion and to make sure to account for that.

Chairman Thompson asks whether there will be a traffic study

Chairman Stoner says yes

Chairman Thompson asks about the cost of the units.

Douglas says it is too early to know but that the project includes a lot of different housing options within the site.

Administrator Peters to the board, would they consider a PUD to address the building height limit within the ordinance.

Commissioner Lee said he could not weigh in on the height issue

Commissioner Chambers said he would have to think about it

Ryan Douglas mentions that the higher buildings allow for amenities within the development.

Administrator Peters mentions that the roads by the single-family homes might have to be public.

11. Adjourn

Commissioner Boxx proposes the motion

Commissioner Aiello seconds

Motion passes unanimously7-0.

Drafted May 12, 2023.

These minutes are not official until approved by the Plan Commission. Submitted by Kevin Poirier



VILLAGE OF SOMERS

Department of Planning and Development

RECEIVED

REZONING APPLICATION

MAR 23 2023

Kenosha County
Planning and Development

(a) Property Owner's Name:

Douglas Rothwell

Print Name: **Douglas Rothwell**

Signature: *Douglas P. Rothwell*

Mailing Address: **816 100th Ave**

City: **Ken**

State: **WI**

Zip: **53144**

Phone Number: **(262) 994-5290**

E-mail (optional): _____

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: _____

Signature: _____

Business Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ E-mail (optional): _____

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

82-4-222-082-0200

Property Address of property to be rezoned:

7th St Kenosha, WI

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

Farmland Perservation and Rural Density Residential (1 Lot)

REZONING APPLICATION

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

<input checked="" 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
<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 checked="" 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
<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
	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 checked="" 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 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: 19 County Board Supervisor: Brian Bashaw

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

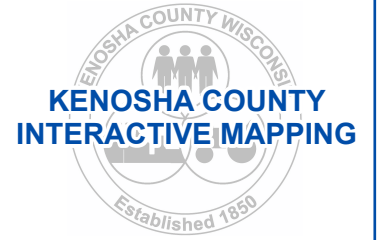
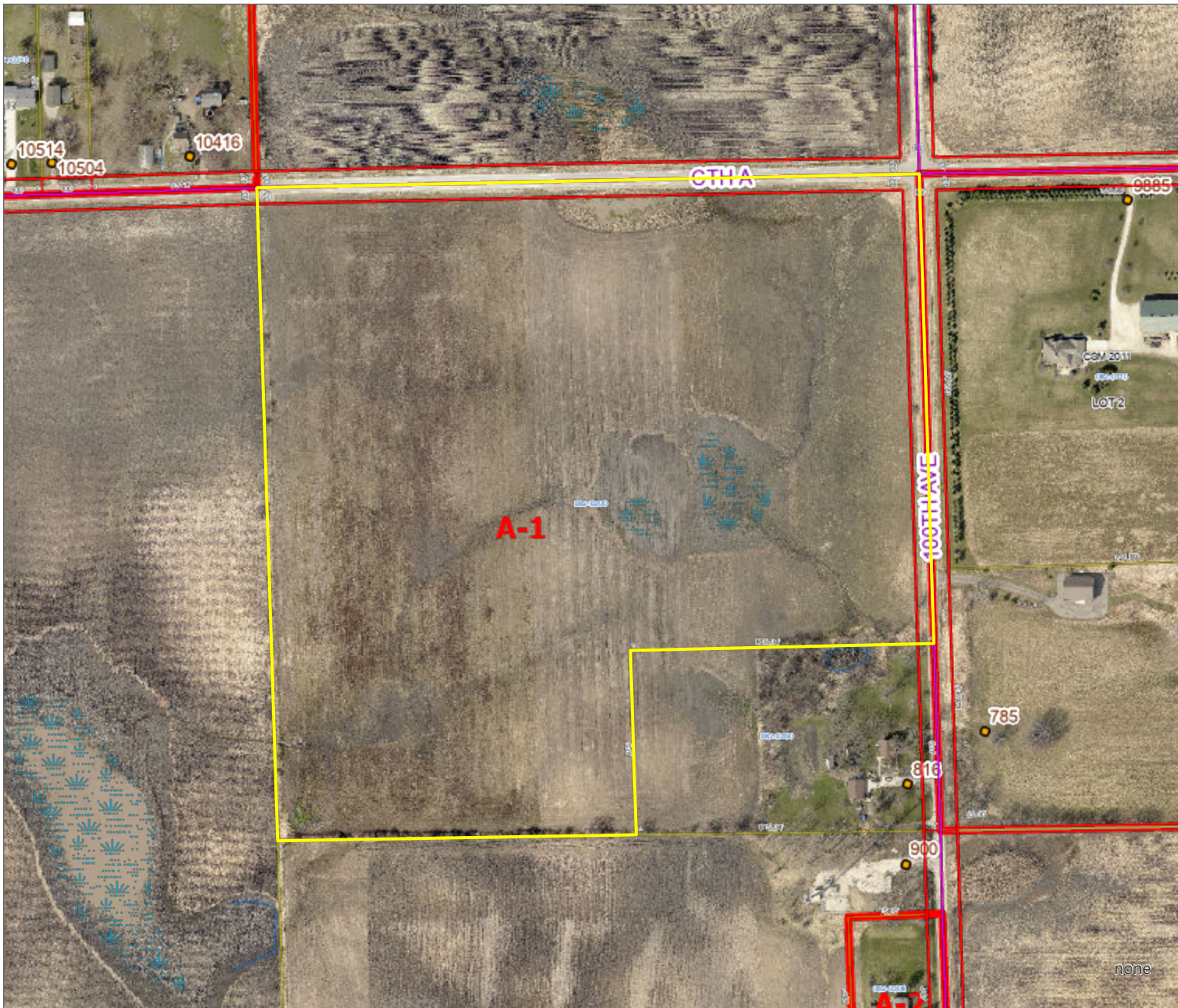
Request for Rezoning Petition (payable to “Kenosha County”).....\$1,450.00

(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.

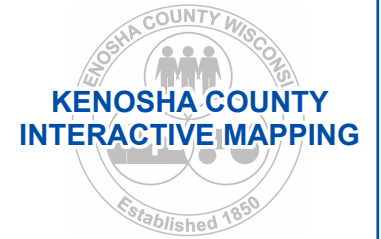
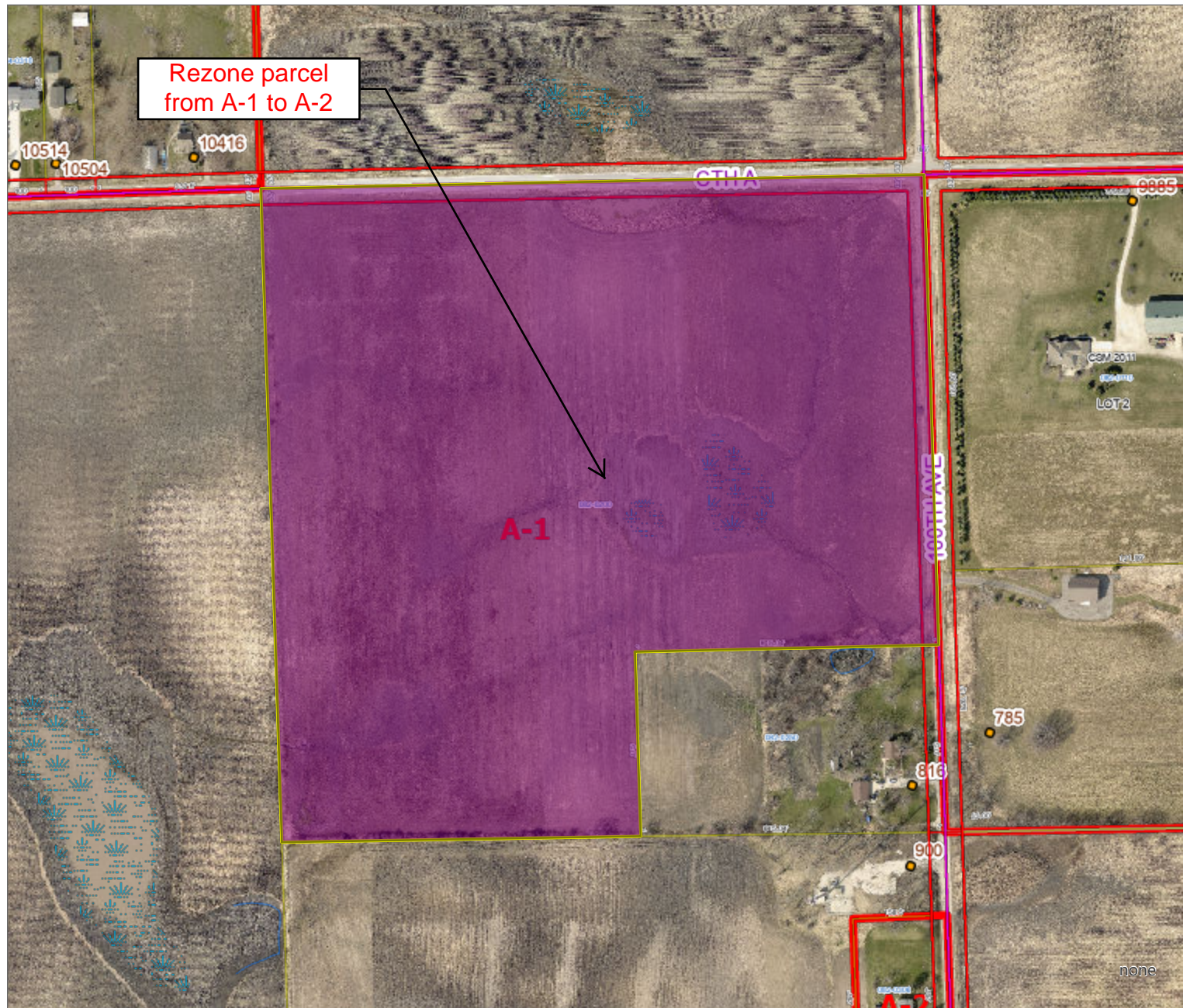


EXISTING ZONING

DISCLAIMER This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.

N

 S
 1 Inch = 300 Feet

Date Printed: 1/19/2023



PROPOSED ZONING



1 Inch = 300 Feet

DISCLAIMER This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.

Date Printed: 1/19/2023

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

Present Farmland Preservation

Proposed Farmland Preservation and Rural Density residential

Present Use(s) of Property: Agricultural

Proposed Use(s) of Property: Residential (1 Lot only)

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

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

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

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

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

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

REQUIRED SIGNATURE(S) FOR ALL APPLICATIONS:

Douglas P. Rothwell 3/3/23
Property Owner's Signature Date

Property Owner's Signature Date

REQUIRED APPLICABLE SIGNATURES:

Douglas P. Rothwell 3/3/23
Applicant's Signature Date

Developer's Signature Date

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA, STATE OF WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Mark R. Madsen, hereby certify: That I have prepared this Certified Survey Map at the direction of the owner; THAT such Map is a correct representation of the exterior boundaries of the land surveyed and are described as: That part of the Northwest 1/4 of Section 8, Township 2 North, Range 22 East of the Fourth Principal Meridian, being more particularly bounded and described as follows: Beginning at the Northwest corner of said Northwest 1/4 of Section 8, run thence N88°48'31"E, 1336.145 feet along the North line of said Northwest 1/4 of Section 8 to the Northeast corner of the Northwest 1/4 of said Northwest 1/4 of Section 8; thence S01°47'53"E, 949.85 feet along the East line of said Northwest 1/4 of the Northwest 1/4 of Section 8; thence S89°00'49"W, 615.04 feet; thence S01°47'53"E, 375.00 feet to the South line of said Northwest 1/4 of the Northwest 1/4 of Section 8; thence S89°00'49"W, 720.27 feet along said South line of the Northwest 1/4 of the Northwest 1/4 of Section 8 to the West line of the Northwest 1/4 of Section 8; thence N01°50'13"W, 1320.08 feet along said West line of the Northwest 1/4 of Section 8 to the Northwest corner of the Northwest 1/4 of Section 8 and the point of beginning of this description. Said land being in the Village of Somers, County of Kenosha, State of Wisconsin. Subject to the rights of the public in and to the Northerly and Easterly 33.00 feet for public roadway purposes. Containing 1,535,689 square feet or 35.225 acres (1,461,341 square feet or 33.548 acres when excluding the Northerly and Easterly 33.00 feet).

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

February 21, 2023

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

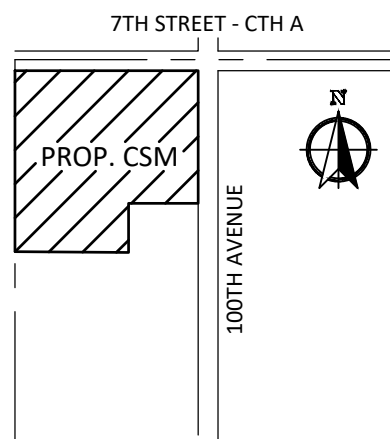
OWNERS' CERTIFICATE

I, Douglas Rothwell as Owner hereby certify that I have caused the lands described on this map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map. I also do further certify that this Certified Survey Map is required to be submitted to the the following for approval or objection: Village Board of the Village of Somers.

IN WITNESS WHEREOF the said _____ has caused these presents to be signed by _____ as Owners at _____ Wisconsin on this _____ day of _____ 2023.

Douglas Rothwell
816 100th Avenue
Kenosha, WI 53144

LOCATION MAP



NW 1/4 SECTION 8-2-22



Nielsen Madsen + Barber

CIVIL ENGINEERS AND LAND SURVEYORS

1458 Horizon Blvd. Suite 200, Racine, WI. 53406

Tele: (262)634-5588 Website: www.nmbosc.net

This Instrument was drafted by Mark R. Madsen February 21, 2023

2022.0072.01.DWG
SHEET 2 OF 3 SHEETS

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA, STATE OF WISCONSIN.

STATE OF WISCONSIN)
COUNTY OF _____)

Personally came before me this _____ day of _____, 2023, Douglas Rothwell, to me known to be the person who executed the foregoing instrument, and acknowledged that they executed the foregoing.

Notary Public, _____
My commission expires: _____

PLAN COMMISSION APPROVAL

APPROVED as a Certified Survey Map this _____ day of _____, 2023.

_____, Date: _____
George Stoner, President

_____, Date: _____
Secretary

VILLAGE BOARD APPROVAL

APPROVED as a Certified Survey Map this _____ day of _____, 2023.

_____, Date: _____
George Stoner, President

_____, Date: _____
Brandi Baker, Village Clerk-Treasurer



Nielsen Madsen + Barber

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



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

April 18, 2023

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

FILE NO. 121630
Certified Survey Map
Douglas Rothwell,
Village of Somers, Kenosha County

Dear Mark Madsen:

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

REVIEW COMMENTS:

s. 236.20 (2) (j) The area of Lot 2 should be shown as 23.548 acres; the total area of the CSM as shown in the Surveyor's certificate calculates and should be shown as 35.255 acres.

s. 236.34 (1m) (d) The location of the land division should be shown by 1/4-1/4 section in the Surveyor's certificate.

s. 236.34 (1m) (e) Reference to 'objection' should be removed from the Owner's certificate (there are only approval agencies for this CSM).

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

Regards,

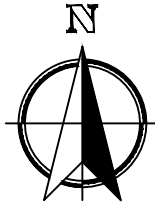
Don Sime, PLS
Plat Review
Email: plat.review@wi.gov

Enc: Certified Survey Map

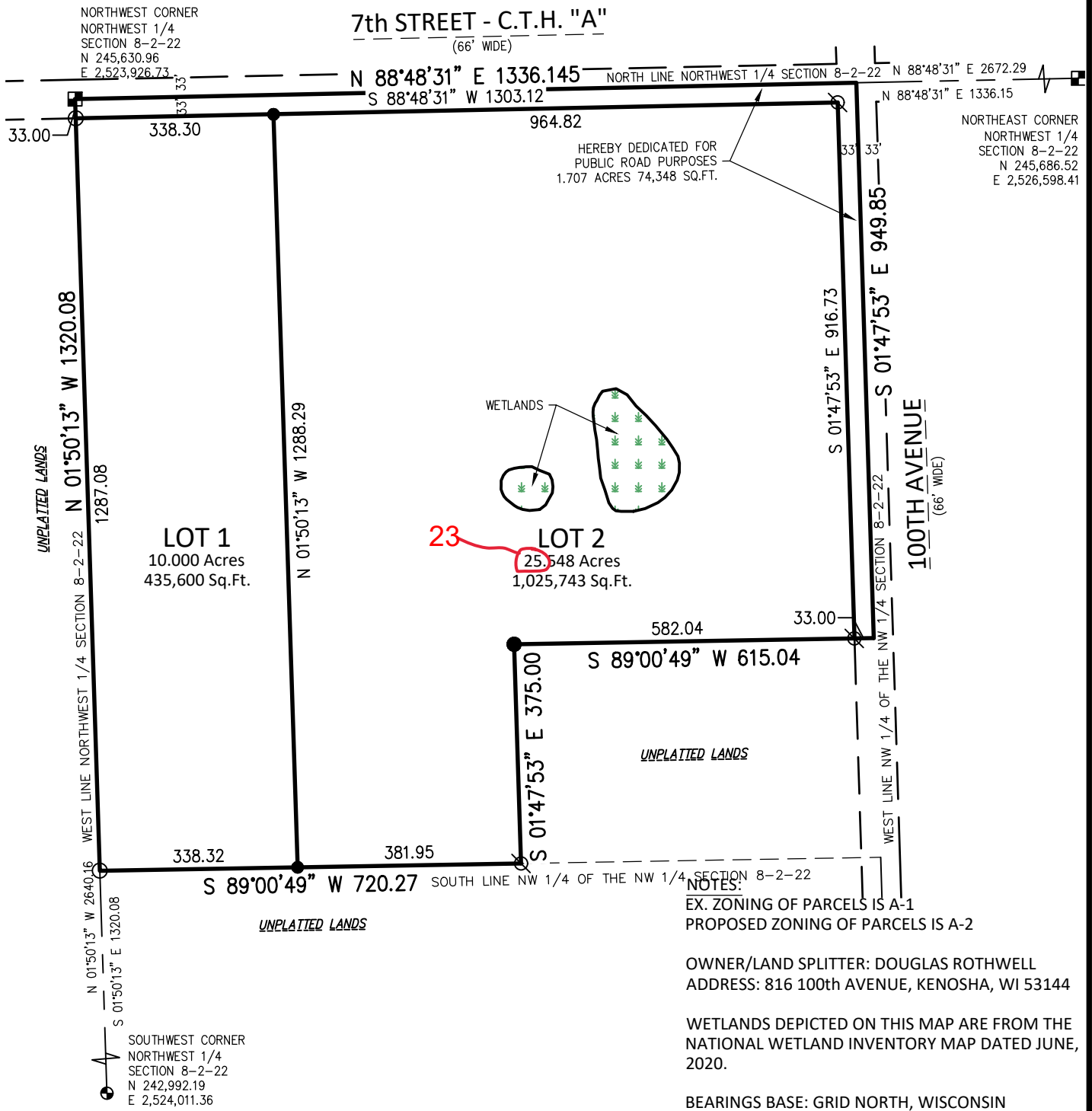
cc: Clerk, Village of Somers

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA, STATE OF WISCONSIN.



RECORDING DATA



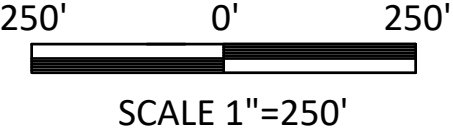
NOTES:
EX. ZONING OF PARCELS IS A-1
PROPOSED ZONING OF PARCELS IS A-2

OWNER/LAND SPLITTER: DOUGLAS ROTHWELL
ADDRESS: 816 100th AVENUE, KENOSHA, WI 53144

WETLANDS DEPICTED ON THIS MAP ARE FROM THE NATIONAL WETLAND INVENTORY MAP DATED JUNE, 2020.

BEARINGS BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1983 / 2011. THE NORTH LINE OF THE NW 1/4 OF SECTION 8-2-22 IS ASSUMED TO BEAR N 88°48'31" E.

- LEGEND:
- ⊗ 1" O.D. IRON PIPE FOUND
 - 1-1/4" O.D. IRON PIPE FOUND
 - 3/4" O.D. x 18" REBAR - 1.51 LBS/LIN FT. SET
 - ⊕ 6" CONC. MON. W / BRASS CAP FOUND
 - ⊞ 6" CONC. MON. W / SEWRPC BRASS CAP FOUND



SEE PAGE 2 FOR LOCATION MAP

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

This Instrument was drafted by Mark R. Madsen February 21, 2023

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA, STATE OF WISCONSIN.

SURVEYOR'S CERTIFICATE

1/4-1/4

I, Mark R. Madsen, hereby certify: That I have prepared this Certified Survey Map at the direction of the owner; THAT such Map is a correct representation of the exterior boundaries of the land surveyed and are described as: That part of the Northwest 1/4 of Section 8, Township 2 North, Range 22 East of the Fourth Principal Meridian, being more particularly bounded and described as follows: Beginning at the Northwest corner of said Northwest 1/4 of Section 8, run thence N88°48'31"E, 1336.145 feet along the North line of said Northwest 1/4 of Section 8 to the Northeast corner of the Northwest 1/4 of said Northwest 1/4 of Section 8; thence S01°47'53"E, 949.85 feet along the East line of said Northwest 1/4 of the Northwest 1/4 of Section 8; thence S89°00'49"W, 615.04 feet; thence S01°47'53"E, 375.00 feet to the South line of said Northwest 1/4 of the Northwest 1/4 of Section 8; thence S89°00'49"W, 720.27 feet along said South line of the Northwest 1/4 of the Northwest 1/4 of Section 8 to the West line of the Northwest 1/4 of Section 8; thence N01°50'13"W, 1320.08 feet along said West line of the Northwest 1/4 of Section 8 to the Northwest corner of the Northwest 1/4 of Section 8 and the point of beginning of this description. Said land being in the Village of Somers, County of Kenosha, State of Wisconsin. Subject to the rights of the public in and to the Northerly and Easterly 33.00 feet for public roadway purposes. Containing 1,535,689 square feet or 35.225 acres (1,461,341 square feet or 33.548 acres when excluding the Northerly and Easterly 33.00 feet). **35.255**

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

February 21, 2023

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

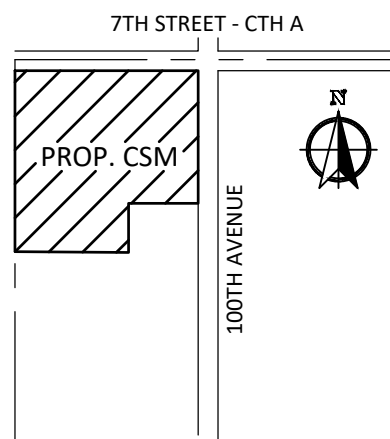
OWNERS' CERTIFICATE

I, Douglas Rothwell as Owner hereby certify that I have caused the lands described on this map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map. I also do further certify that this Certified Survey Map is required to be submitted to the the following for approval or ~~objection~~: Village Board of the Village of Somers.

IN WITNESS WHEREOF the said _____ has caused these presents to be signed by _____ as Owners at _____ Wisconsin on this _____ day of _____ 2023.

Douglas Rothwell
816 100th Avenue
Kenosha, WI 53144

LOCATION MAP



NW 1/4 SECTION 8-2-22



Nielsen Madsen + Barber

CIVIL ENGINEERS AND LAND SURVEYORS

1458 Horizon Blvd. Suite 200, Racine, WI. 53406

Tele: (262)634-5588 Website: www.nmbosc.net

This Instrument was drafted by Mark R. Madsen February 21, 2023

2022.0072.01.DWG
SHEET 2 OF 3 SHEETS

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA, STATE OF WISCONSIN.

STATE OF WISCONSIN)
COUNTY OF _____)

Personally came before me this _____ day of _____, 2023, Douglas Rothwell, to me known to be the person who executed the foregoing instrument, and acknowledged that they executed the foregoing.

Notary Public, _____
My commission expires: _____

PLAN COMMISSION APPROVAL

APPROVED as a Certified Survey Map this _____ day of _____, 2023.

_____, Date: _____
George Stoner, President

_____, Date: _____
Secretary

VILLAGE BOARD APPROVAL

APPROVED as a Certified Survey Map this _____ day of _____, 2023.

_____, Date: _____
George Stoner, President

_____, Date: _____
Brandi Baker, Village Clerk-Treasurer

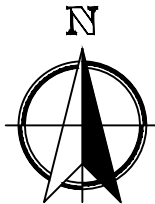


Nielsen Madsen + Barber

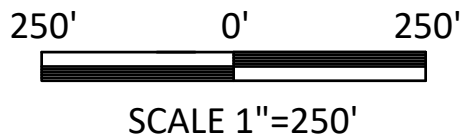
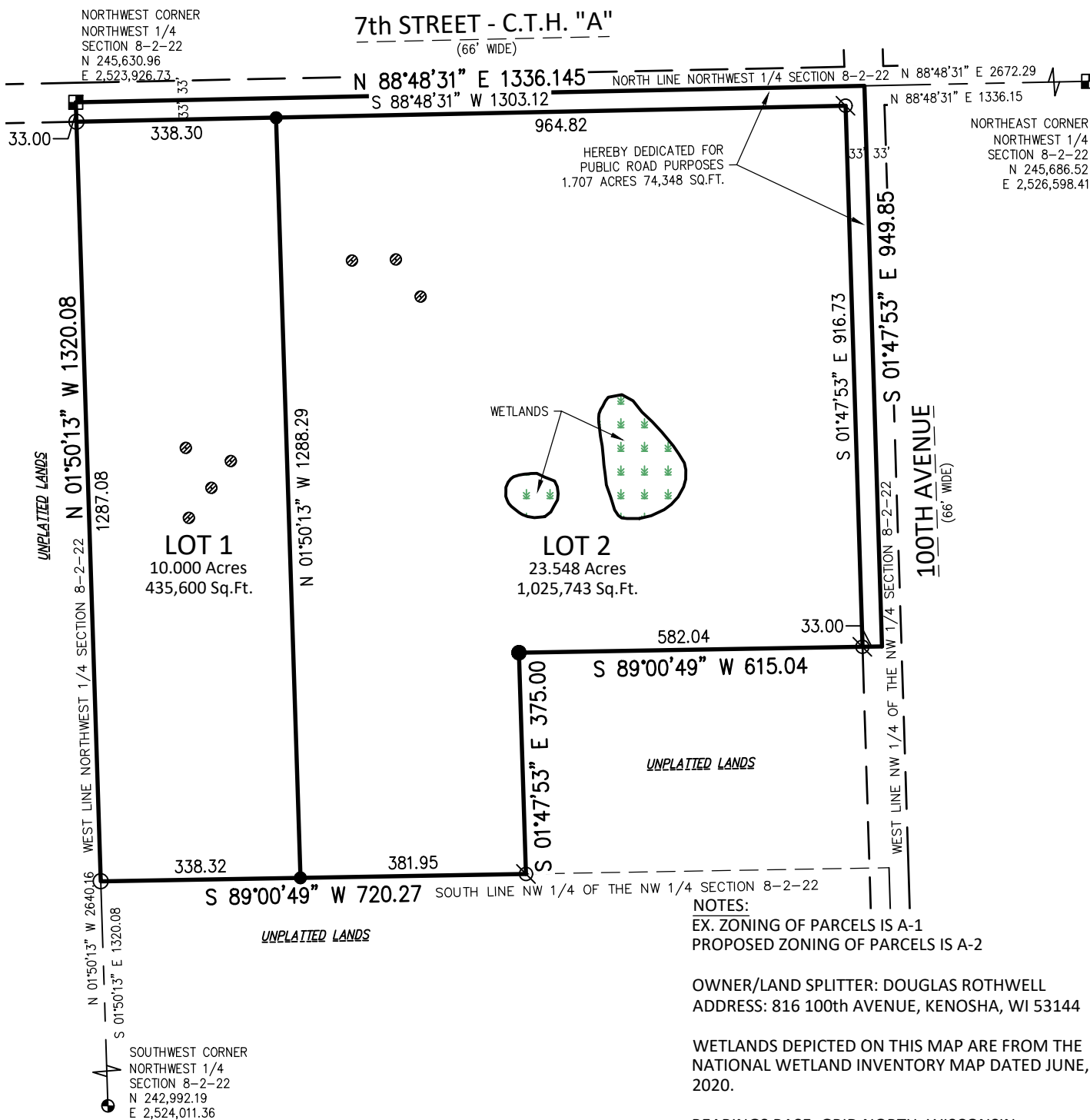
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RECORDING DATA



SEE PAGE 2 FOR LOCATION MAP

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

This Instrument was drafted by Mark R. Madsen July 11, 2023

2022.0072.01.DWG
 SHEET 1 OF 3 SHEETS

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA, STATE OF WISCONSIN.

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

July 11, 2023

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

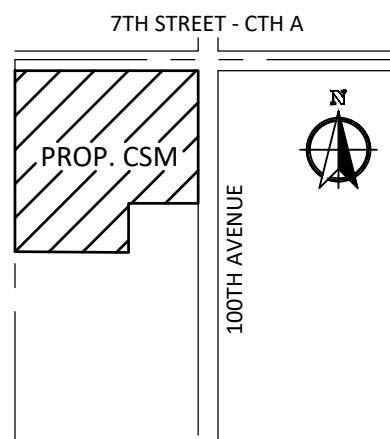
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IN WITNESS WHEREOF the said _____ has caused these presents to be signed by _____ as Owners at _____ Wisconsin on this _____ day of _____ 2023.

Douglas Rothwell
816 100th Avenue
Kenosha, WI 53144

LOCATION MAP



NW 1/4 SECTION 8-2-22



Nielsen Madsen + Barber

CIVIL ENGINEERS AND LAND SURVEYORS

1458 Horizon Blvd. Suite 200, Racine, WI. 53406

Tele: (262)634-5588 Website: www.nmbasc.net

This Instrument was drafted by Mark R. Madsen July 11, 2023

2022.0072.01.DWG
SHEET 2 OF 3 SHEETS

CERTIFIED SURVEY MAP NO. _____

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STATE OF WISCONSIN)
COUNTY OF _____)

Personally came before me this _____ day of _____, 2023, Douglas Rothwell, to me known to be the person who executed the foregoing instrument, and acknowledged that they executed the foregoing.

Notary Public, _____
My commission expires: _____

PLAN COMMISSION APPROVAL

APPROVED as a Certified Survey Map this _____ day of _____, 2023.

_____, Date: _____
George Stoner, President

_____, Date: _____
Secretary

VILLAGE BOARD APPROVAL

APPROVED as a Certified Survey Map this _____ day of _____, 2023.

_____, Date: _____
George Stoner, President

_____, Date: _____
Brandi Baker, Village Clerk-Treasurer



Nielsen Madsen + Barber

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

**DEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF SOMERS AND
DOUGLAS ROTHWELL, A PROPOSED DEVELOPMENT BEING
A PART OF SECTION 8, TOWN 2 NORTH, RANGE 22 EAST**

WITNESS THIS AGREEMENT made and entered into this ____ day of _____, 2023, by and between the Village of Somers, Kenosha County, Wisconsin, the Village of Somers Utility District (“District”) and the Village of Somers Water Utility (“Utility”) (the Village of Somers, the Utility and the District are hereinafter collectively referred to as the “Village”) and Douglas Rothwell, an adult resident of the State of Wisconsin (hereinafter referred to as the “Developer”).

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

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

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

WHEREAS, the Village Plan Commission has reviewed the Certified Survey Map (Exhibit “A”) and has recommended to the Village Board that the Certified Survey Map, be approved, and that the Property be rezoned from A-1 to A-1 (Lot 2) and A-1 to A-2 (Lot 1), subject to the following terms and conditions:

I. INFRASTRUCTURE IMPROVEMENTS

A. PRIVATE ONSITE SANITARY SEWER - DEVELOPER CONSTRUCTED.

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

2. In the event that municipal sanitary sewer becomes available for the development in the future, the Developer, and its successors and assigns, hereby warrant and represent that the

Developer shall connect to the municipal sanitary sewer of the Village, all at the cost and expense of the Developer, within twelve (12) months of the availability of municipal sanitary sewer.

B. WATER SYSTEM-DEVELOPER CONSTRUCTED.

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

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

C. GRADING, EROSION CONTROL AND SURFACE WATER DRAINAGE.

1. The Developer shall be in compliance with requirements and specifications as set forth in the Village Subdivision and Platting Ordinance. Storm and surface waters shall be retained on Property to the extent necessary to assure that the rate of storm and surface water runoff from Property, during the construction and after completion of construction of improvements, shall not be greater than the rate of runoff allowed in the Code of Ordinances. All such plans and specifications referred to above shall be reviewed by the Village Consulting Engineer and approved by the Village, such costs of review to be paid by Developer.

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

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

4. The Developer will pay for all costs associated with the grading, erosion control and stormwater drainage facilities including the Village's administrative, legal and engineering costs.

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

II. DEVELOPER WARRANTIES AND OBLIGATIONS

A. VILLAGE COSTS.

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

B. SUBDIVISION AND CONDOMINIUM PLATTING ORDINANCE.

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

C. INDEMNIFICATION.

Developer shall, during the term of this Agreement, indemnify, defend and hold harmless Village and officers, consulting engineers, attorneys, agents, representatives and employees thereof from and against any and all claims, damages, judgments, costs and expenses and attorney fees which any of them may pay, sustain or incur should any person or party incur personal injury, property loss or damage arising out of wrongful, negligent, improper or deficient conduct of Developer in the design or construction of any of the improvements on the Property.

D. CERTIFIED SURVEY MAP APPROVAL; PERMITS AND ASSESSMENTS.

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

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

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

III. VOLUNTARY PAYMENT IN LIEU OF IMPACT FEES.

Developer and Village agree that in lieu of the imposition of the fees delineated in Section 18.30 of the Code of Ordinances of the Village of Somers, including impact fees, the Developer shall make to the Village a donation in the sum of Four Thousand Five Hundred Ninety (\$4,590.00) Dollars, based upon approval by the Village to construct the first building within the approved Development, which shall be paid by Developer at the time of issuance of any building permit. The Developer and the Village hereby agree to be contractually bound by the terms and conditions of this paragraph, III., in lieu of the terms and conditions of Section 18.30 of the Code of Ordinances, except as provided hereafter, and in consideration of such accommodation on the part of the Village, the Developer agrees to forever waive and relinquish any objection to any fees or the use of such fees by the Village whether such objection could be based upon Chapter 18 of the Code of Ordinances of the Village of Somers, Chapter 66 of the Wisconsin Statutes or otherwise. This waiver and acknowledgment shall be binding upon the legal successors and assigns of the Developer. Developer affirmatively represents that it is not necessary for the Village to expend the donations received under this Agreement in the year in which received and that the Village may use such donations for any lawful purpose without consulting with or advising the Developer as to how such donations are to be used. The voluntary donations referred to in this paragraph III. shall not eliminate the requirements of municipal sanitary sewer and municipal water connection fees to be paid by users on the Property of those systems as required by the Village Code of Ordinances.

IV. MISCELLANEOUS

A. ASSIGNMENT.

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

B. MODIFICATION.

This Agreement supersedes all prior oral or written understandings or representations between the parties except as may be embodied by applicable state, county or Village statute,

code or ordinance. Any modification to the terms of this Agreement shall only be enforceable if in writing signed by duly authorized representatives of each of the parties hereto in the same manner as this Agreement.

C. 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.

D. 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.

E. RECORDATION.

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

F. EXECUTION OF COUNTERPARTS.

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

G. EXHIBITS INCORPORATED BY REFERENCE.

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

Exhibit "A" Certified Survey Map
Exhibit "B" Legal Description

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. NOTICES.

Except as otherwise specifically provided in this Agreement, all notices given in connection with this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be sent to the other party by personal delivery, by established overnight courier, fees prepaid, by certified or registered mail, postage prepaid and return receipt requested, or by facsimile transmission or email transmission to the party (provided that an original of said notice or communication is sent simultaneously by first class United States mail with postage prepaid). Any notice addressed to the Village shall be addressed to the attention of the Village Administrator. Any notice addressed to the Developer shall be addressed to the attention of _____ . 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.

N. 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.

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; Kenosha County, WI
My commission expires _____.

Legal Description

Draft

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

MEETING DATE: July 25th, 2023

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #8 Action to authorize Village President to execute Tower/Lease Agreement between Village of Somers and Cellco Partnership d/b/a Verizon Wireless for tower located at the Village/Town Hall

BACKGROUND:

The Village currently has two cell towers on Village properties that generate income through lease agreements. One is located at Village/Town Hall. The tower is located at Fire 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.

ATC was 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. 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 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.

PRIOR ACTION TAKEN:

At our June 6th Work Session, the Board was informed that Administration had held meetings with ATC to discuss possible terms. The proposed lease was also discussed at our July 5th and July 18th Work Sessions. At our July 18th Work Session, the general consensus was to move forward with terms as provided by ATC.

SUGGESTED ACTION/ACTION REQUESTED/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. 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. Staff would recommend approval of authorization for President Stoner to enter into a lease with ATC with general terms as stated above. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to authorize Village President to execute Tower/Lease Agreement between Village of Somers and Cellco Partnership d/b/a Verizon Wireless for tower located at the Village/Town Hall”

ATTACHMENTS:

Proposed Lease Terms

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

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.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

ATC Site No: 410924
VZW Site No: 113489
Site Name: Racine WI
7/21

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
7/21

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
VILLAGE BOARD
MEETING ITEM MEMORANDUM**

MEETING DATE: July 25th, 2023

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #9 Action on Chief Andersen's request to create a Somers Fire & Rescue Social Media Page

BACKGROUND:

In early May, Chief Andersen brought a request to the Board to create a Somers Fire & Rescue Social Media Page. The Board requested that Chief Andersen provide them will additional information regarding fire department based social media accounts. Chief Andersen has provided updated materials. Trustee Nelson, Trustee Smith, and Administrator Peters also met with a marketing firm to discuss the benefits and the drawbacks of creating a social media presence.

PRIOR ACTION TAKEN:

The Board reviewed and discussed this request our following Work Sessions:

- May 2nd;
- June 6th, and
- July 18th

The general consensus at our July 18th Work Session was to move forward with allowing the social media page with the understanding that Chief Andersen is ultimately responsible for the management of the content created and the comments generated.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Chief Andersen requests approval of the creation of a Somers Fire & Rescue Social Media Page. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to approve Chief Andersen's request to create a Somers Fire & Rescue Social Media Page”

ATTACHMENTS:

May 2nd Materials

June 6th Materials

July 18th Materials

SOMERS FIRE & RESCUE



CHIEF
Benjamin Andersen

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

To: President Stoner and Village Board Trustees

Request to discuss the Fire Department having a Social Media Account.

Somers Village Board I am asking for board approval for the Somers Fire Department to have an official social media presence. We currently only have a social media presence through either the Fireman's association or the Firefighters Union Facebook pages. While these accounts work for some things they are not under my control and authority which means they can post and promote things of their choosing and I have no control of it. I am looking for permission to have an official social media presence that I as the chief would have control of. This would be used for recruitment, public education, public relations, and public information. The Official page would never support any political parties or candidates and would be run under a department policy/procedure that would limit who can post and what can be posted. Today social media is the platform used most by people in the age range that we are targeting for recruitment. Many grants' applications require you to have a social media page that you can post about your grant award if awarded. These are just some of the reasons why I would ask for your permission to allow us as a fire department to have an official presence on social media. Firefighter Nico Celebre, our community outreach officer has been taking classes on social media usage for a public entity as well as reviewing policies and procedures from other organizations so that we are prepared if authorized to start our own account.

Thank you for your time and consideration on this topic. Please feel free to reach out to me with any questions or concerns you may have.

Chief Benjamin Andersen

SOMERS FIRE & RESCUE



CHIEF
Benjamin Andersen

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

To: President Stoner and Village Board Trustees

Request to discuss the Fire Department having a Social Media Account.

Somers Village Board below is additional information I have compiled regarding the use of social media in a government or municipal account. I had a lengthy conversation with Joe Potente of Kenosha County who oversees several of the Kenosha County Facebook Pages including Kenosha County Government and Kenosha County Parks Pages. He stated if anyone from our village board has any concerns, they want to talk over he is willing to have that conversation. Joe Stated that Kenosha County has been on social media for 7 years now and that was why he was originally brought in as communication coordinator for the county. He stated they had no major issues and no open records requests stemming from any of their Social Media Accounts. Joe shared with me the Counties extensive social media policy. Below is a list of some of the agencies locally on social media.

FACEBOOK PAGES

Kenosha County Government <https://www.facebook.com/kenoshacountygovt/>

Kenosha County Sheriff <https://www.facebook.com/KenoshaCountySheriff/>

Kenosha Police Department <https://www.facebook.com/Kenoshapolice/>

Pleasant Prairie Fire Department <https://www.facebook.com/PleasantPrairieFireWI/>

Village of Pleasant Prairie <https://www.facebook.com/PLPrairieWi/>

Bristol Fire Rescue <https://www.facebook.com/BristolFireRescue52/>

Village of Waterford <https://www.facebook.com/VillageofWaterford/>

South Shore Fire Department <https://www.facebook.com/people/South-Shore-Fire-Department-Mt-Pleasant-WI/100064670262883/>

Racine Fire Department <https://www.facebook.com/RacineFireDepartment/>

Contact information for Joe Potente
Joe Potente

Communications Manager

Office: 262-653-2802

Mobile: 262-818-1414

<http://bit.ly/KenoshaCountySocial>

Respectfully Submitted Chief Benjamin Andersen

SOMERS FIRE & RESCUE



CHIEF
Benjamin Andersen

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

To: President Stoner and Village Board Trustees

Request to further discuss the Fire Department having a Social Media Account.

I hope to start our fall recruitment drive and would really like to get a Department Facebook page to assist with this. I am reattaching the information provided in earlier memo.

Somers Village Board below is additional information I have compiled regarding the use of social media in a government or municipal account. I had a lengthy conversation with Joe Potente of Kenosha County who oversees several of the Kenosha County Facebook Pages including Kenosha County Government and Kenosha County Parks Pages. He stated if anyone from our village board has any concerns, they want to talk over he is willing to have that conversation. Joe Stated that Kenosha County has been on social media for 7 years now and that was why he was originally brought in as communication coordinator for the county. He stated they had no major issues and no open records requests stemming from any of their Social Media Accounts. Joe shared with me the Counties extensive social media policy. Below is a list of some of the agencies locally on social media.

FACEBOOK PAGES

Kenosha County Government <https://www.facebook.com/kenoshacountygovt/>

Kenosha County Sheriff <https://www.facebook.com/KenoshaCountySheriff/>

Kenosha Police Department <https://www.facebook.com/Kenoshapolice/>

Pleasant Prairie Fire Department <https://www.facebook.com/PleasantPrairieFireWI/>

Village of Pleasant Prairie <https://www.facebook.com/PLPrairieWi/>

Bristol Fire Rescue <https://www.facebook.com/BristolFireRescue52/>

Village of Waterford <https://www.facebook.com/VillageofWaterford/>

South Shore Fire Department <https://www.facebook.com/people/South-Shore-Fire-Department-Mt-Pleasant-WI/100064670262883/>

Racine Fire Department <https://www.facebook.com/RacineFireDepartment/>

Contact information for Joe Potente
Joe Potente
Communications Manager
Office: 262-653-2802
Mobile: 262-818-1414
<http://bit.ly/KenoshaCountySocial>

Respectfully Submitted Chief Benjamin Andersen

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

MEETING DATE: July 25th, 2023

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #10 Action on proposed Accounting Manager Employment Agreement with Tanya Ealy, term ending December 31, 2026

BACKGROUND:

Ms. Ealy was hired by the Village in June of 2022 as our new Accounting Manager. Administrator Peters conducted her yearly review in June of 2023. Traditionally the only two positions that have entered into employment contracts are the Administrator and the Clerk/Treasurer.

PRIOR ACTION TAKEN:

This matter was discussed during a closed session on June 20th. During said closed session, Administrator Peters request that the Village offer an employment contract to Ms. Ealy. Administrator Peters was given direction to finalize a contract with Ms. Ealy for the Accounting Manager Position.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Administrator Peters has been very impressed with Ms. Ealy's work ethic, her willingness to learn, and her constant commitment to improving our processes. This contract shows both a commitment by the Village to Ms. Ealy and a commitment to the Village from Ms. Ealy. Administration would recommend approval of Ms. Ealy's employment contract. Attorney Davison has drafted the attached Employment Agreement. Major deal points include:

- Contract beginning on date it is executed;
- Base salary for remainder of 2023 of \$80,340;
- Super majority to remove without cause; and

- 60-day notice period.

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

“Motion to approve proposed Accounting Manager Employment Agreement with Tanya Ealy, term ending December 31, 2026”

ATTACHMENTS:

Proposed Employment Agreement

EMPLOYMENT AGREEMENT

This Agreement for employment is entered into this _____ day of July, 2023, by and between the Village of Somers (hereinafter called “Employer”) and Tanya Ealy (hereinafter called “Employee”).

ARTICLE I DUTIES AND RESPONSIBILITIES OF EMPLOYEE

The Employee shall have those duties and responsibilities as set forth in Village and Town ordinances and the job description enacted or established by the Village and Town of Somers relative to the position of Accounting Manager. The Employee, subject to the limitations defined in ordinances and resolutions to be adopted by the Village and Town of Somers, from time to time, and the laws of the State of Wisconsin, shall be the Accounting Manager of the Village and Town, responsible to the Village and Town Boards for proper administration of the business affairs of the Village and Town, the statutes of the State of Wisconsin, the ordinances of the Village and Town of Somers, and the resolutions and directives of the Village and Town Boards. The Employee shall be subject to all provisions set forth in the Personnel Policy and Procedures Manual of the Village of Somers that are not in conflict with the terms of this Agreement.

ARTICLE II TERM

The term of this Agreement shall be from the date first above written to December 31, 2026.

ARTICLE III SALARY

The annual base salary of the Employee pursuant to this Employment Agreement shall be Eighty Thousand Three Hundred Forty (\$80,340.00) Dollars. Base salary, for purposes of this Agreement, shall be that salary paid to Employee to discharge her duties as Accounting Manager of the Village and Town of Somers. Base salary shall be adjusted in accordance with this paragraph. Employee shall be entitled to an increase in base salary to Eighty-three Thousand Five Hundred Fifty-three and 60/100 (\$83,553.60) Dollars to discharge her duties as Accounting Manager for the Village and Town of Somers beginning January 1, 2024 (for calendar year 2024), an additional increase to Eighty-six Thousand Eight Hundred Ninety-five and 74/100 (\$86,895.74) Dollars beginning on January 1, 2025 (for calendar year 2025) and an additional increase to Ninety Thousand Three Hundred Seventy-one and 57/100 (\$90,371.57) Dollars for beginning January 1, 2026 (for calendar year 2026). Future additional salary may be further adjusted upwards based upon performance reviews, which will take into consideration adherence to goals and objectives established by the Village Board and shall include Employee’s successful completion of seminars, obtaining credits and/or certifications issued by recognized peer groups as set by performance standards established by the Village Administrator.

**ARTICLE IV
HEALTH INSURANCE**

The Employer agrees to provide a health insurance plan for the Employee and her family. The health insurance plan shall have the same benefits as are currently in effect for other non-represented employees of the Village of Somers pursuant to the Wisconsin Retirement System (WRS) Plan currently in effect.

**ARTICLE V
RETIREMENT BENEFITS**

The Employer agrees to pay the maximum eligible contribution which is allowed under state law of the Employee's contribution to the Wisconsin Retirement Fund for which other full-time non-represented employees of the Village of Somers are eligible.

**ARTICLE VI
VACATION DAYS, HOLIDAYS,
PERSONAL LEAVE, SICK LEAVE AND FUNERAL LEAVE**

The Employee shall receive three (3) weeks vacation per calendar year during the term of this Agreement for a total of fifteen (15) paid vacation days per year. The Employee shall receive holidays, personal leave for management employees pursuant to Section 30 of the Village Employee Handbook, sick leave and funeral leave in accordance with the same benefits as currently in effect for other non-represented employees of the Village of Somers. Employee periodically shall have a review of performance as is described in the Village's Non-Represented Employee Manual.

**ARTICLE VII
REMOTE EMPLOYMENT**

The Employee shall be allowed to work remotely two (2) days per week. Employee will endeavor to try to coordinate with other staff, particularly the other accountant, so that remote employment does not overlap.

**ARTICLE VIII
PROFESSIONAL FEES**

The Employee may attend conferences of recognized associations whenever sufficient funds are available and if authorized by the Village Administrator.

**ARTICLE IX
APPOINTMENT, EMPLOYEE TERMINATION**

The Employee shall be appointed on the basis of merit with due regard to training, experience, administrative ability, and general fitness for the office, by a majority vote of the Village Board.

The Employee may be discharged or terminated for cause at any time by a Resolution passed by a vote of the Village Board following a due process hearing on such alleged wrongful conduct pursuant to the Village Employee and Procedures Manual and must be made by a majority of not less than five (5) members of the Village Board.

The Employee may be discharged or terminated at any time without reason and without cause by a majority vote of not fewer than five (5) members of the Village Board.

If terminated without cause, the Employee shall receive written notice of termination and a copy of the resolution. Following notice of termination as described herein, the Employee shall receive six (6) months salary and health insurance coverage as severance compensation. This severance compensation shall be paid at the Employee's then-current salary at the time of normal Village pay periods. The Employee agrees not to file for unemployment compensation benefits until after aforesaid compensation has expired.

If terminated for cause, the Employee shall not be entitled to receive any severance compensation, but shall be entitled to any accrued vacation or other benefits to which she is entitled under the Village's Employee and Procedure Manual.

The parties agree that the Employee may terminate this Agreement by giving the Employer a minimum of sixty (60) calendar days written notice prior to the Employee's final day of employment. The Employee's final day of employment shall be defined as the last day of actual work in service to the Employer. In the event Employee voluntarily terminates this Agreement and does not give sixty (60) days notice prior to December 31, 2026, she shall not be entitled to any severance compensation, but shall be entitled to any accrued vacation or other benefits to which she is entitled under the Village's Employee and Procedures Manual. Nothing in this paragraph shall prevent the Village and the Employee from mutually agreeing upon further extensions of the term of this Agreement or the Employee's employment by the Village following December 31, 2026.

**ARTICLE X
CONSTRUCTION**

This Agreement shall be construed under the laws of the State of Wisconsin.

**ARTICLE XI
SEVERABILITY**

If any Article or section of this Agreement, or any supplements thereto should be held invalid by operation of law or by any tribunal of confident jurisdiction or if compliance with or enforcement of any matter herein should be restrained by such tribunal, by operation of law, then the remainder of this Agreement and any supplements thereto shall not hereby be affected.

**ARTICLE XII
ASSIGNMENT OF RIGHTS**

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior, express and written consent of the other party.

**ARTICLE XIII
BINDING EFFECT**

This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and legal assigns of the parties.

**ARTICLE XIV
NO WAIVER**

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

**ARTICLE XV
EFFECT OF PARTIAL INVALIDITY**

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provision shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

**ARTICLE XVI
AUTHORITY OF VILLAGE**

By executing this Agreement below, the representative of the Village warrants and represents that the undersigned Village President has full authority to enter into this Agreement,

such authority being authorized by motion or resolution at a duly noticed and convened meeting of the Village of Somers, conducted under the laws of the State of Wisconsin.

Dated this _____ day of _____, 2023.

EMPLOYER
Village of Somers

By: _____
George Stoner, President

EMPLOYEE

By: _____
Tanya Ealy



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

MEETING DATE: July 25th, 2023

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #11 Action on proposed Ordinance No. 2023-023, An Ordinance to Repeal and Recreate Section 12.11(F) of the Code of Ordinances of the Village of Somers Relating to Landfill and Excavating Permits.

BACKGROUND:

Building Inspector Scott Seymour has found that section 12.11 (F) of the Code of Ordinances of the Village of Somers had a typographical error. The current language states the following:

Surface Water. No permit shall be granted by the Building Inspector until said Building Inspector is satisfied that the filled area will not adversely affect the properties of others or change the grade of land and flow of surface waters to adversely affect adjoining areas *of* be a source of pollution to surface water.

The emphasized “of” needs to be changed to “or”. Proposed ordinance 2023-023 fixes said error.

PRIOR ACTION TAKEN:

The proposed ordinance was reviewed and discussed at our July 18th Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Staff recommends approval of proposed Ordinance No. 2023-023. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to waive first reading of Ordinance No. 2023-023”

“Motion to approve proposed Ordinance 2023-023, an Ordinance to repeal and recreate Section 12.11(F) of the code of ordinances of the Village of Somers relating to landfill and excavating permits.”

ATTACHMENTS:

Proposed Ordinance 2023-023

ORDINANCE NO. 2023-023

AN ORDINANCE TO REPEAL AND RECREATE SECTION 12.11(F)
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS
RELATING TO LANDFILL AND EXCAVATION PERMITS

The Village Board of Trustees of the Village of Somers, Kenosha County,
Wisconsin, hereby repeals and recreates Section 12.11(F) of the Code of Ordinances of the
Village of Somers to read as follows:

(F) **Surface Water.** No permit shall be granted by the Building Inspector until said
Building Inspector is satisfied that the filled area will not adversely affect the properties of others or change
the grade of land and flow of surface waters to adversely affect adjoining areas or be a source of pollution
to surface water.

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
MEETING ITEM MEMORANDUM**

MEETING DATE: July 25th, 2023

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #12 Action on proposed Ordinance No. 2023-024, An Ordinance to Repeal and Recreate Section 14.15(G) of the Code of Ordinances of the Village of Somers.

BACKGROUND:

Building Inspector Scott Seymour has found that section 14.15(G) of the Code of Ordinances of the Village of Somers was referring to the wrong Zoning Ordinance. Proposed ordinance 2023-024 new ordinance fixes that.

PRIOR ACTION TAKEN:

The proposed ordinance was reviewed and discussed at our July 18th Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Staff recommends approval of proposed Ordinance No. 2023-024. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to waive first reading of Ordinance No. 2023-024”

“Motion to approve proposed Ordinance No. 2023-024, An Ordinance to Repeal and Recreate Section 14.15(G) of the Code of Ordinances of the Village of Somers.”

ATTACHMENTS:

Proposed Ordinance No. 2023-024

ORDINANCE NO. 2023-024

AN ORDINANCE TO REPEAL AND RECREATE SECTION 14.15(G)
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS
RELATING TO SWIMMING POOL FENCES

The Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereby repeals and recreates Section 14.15(G) of the Code of Ordinances of the Village of Somers to read as follows:

(G) **Swimming Pool Fences**. See §ZN 3.09 of the Code of Ordinances.

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
MEETING ITEM MEMORANDUM**

MEETING DATE: July 25th, 2023

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #13 Action on proposed Ordinance No. 2023-025, An Ordinance to Repeal and Recreate Section ZN 3.09(7)(b) of the Code of Ordinances of the Village of Somers.

BACKGROUND:

Building Inspector Seymour would like to amend Ordinance ZN 3.09(7)(b) of the Code of Ordinances to allow an exception to the fence requirement if the pool side walls are 48 inches or greater.

PRIOR ACTION TAKEN:

The proposed ordinance was reviewed and discussed at our July 18th Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Staff recommends approval of proposed Ordinance No. 2023-025. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to waive first reading of Ordinance No. 2023-025”

“Motion to approve proposed Ordinance 2023-025, an Ordinance to repeal and recreate Section ZN 3.09(7)(b) of the Code of Ordinances of the Village of Somers relating to landfill and excavating permits.”

ATTACHMENTS:

Proposed Ordinance No. 2023-025

ORDINANCE NO. 2023-025

AN ORDINANCE TO REPEAL AND RECREATE SECTION ZN 3.09(7)(b)
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS
RELATING TO SWIMMING POOLS SAFETY FEATURES

The Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereby repeals and recreates Section ZN 3.09(7)(b) of the Code of Ordinances of the Village of Somers to read as follows:

- (b) In the case of an above ground pool, one (1) of the following must be met:
- 1 Erect and maintain a good quality safety fence of not less than four (4) feet in height completely surrounding the pool or surrounding the yard in which the pool is located, or
 - 2 The total wall height of the pool and surrounding deck/railing must be at least six (6) feet above yard grade, or
 - 3 No fence shall be required for above ground pools that are at least four (4) feet above grade and have ladders or stairs that can be removed or secured in such a manner as to prevent access when unattended.

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
MEETING ITEM MEMORANDUM

MEETING DATE: July 25th, 2023

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #14 Action on proposed Ordinance No. 2023-026, An Ordinance to Repeal and Recreate Section 25.04 of the Code of Ordinances of the Village of Somers Relating to Penalty Provisions.

BACKGROUND:

Administration met with Municipal Judge Kupfer to update and clarify the penalties in the ordinances. Attorney Davison has drafted an Ordinance that would repeal and recreate Section 25.04 of the Code of Ordinances of the Village of Somers Relating to Penalty Provisions.

Below in bold are the proposed changes to the ordinance:

(A) General Penalty. Except as otherwise provided, ***including such provisions and penalties provided in the State of Wisconsin Uniform Motor Vehicle Code as adopted herein***, any person who shall violate any of the provisions of this Code shall, upon conviction of such violation, be subject to a penalty, which shall be as follows:

Subparagraph 3 (below) addressing the cost of prosecution was added in its entirety:

Costs of Prosecution. Costs of prosecution for purposes of this Ordinance shall include actual costs incurred by the Village, but not costs imposed by the State of Wisconsin under the Uniform Motor Vehicle Code.

PRIOR ACTION TAKEN:

The proposed ordinance was reviewed and discussed at our July 18th Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

This new ordinance will allow Staff to update and clarify the bond book used by the Sheriff Department to issue citations. Staff recommends approval of proposed Ordinance No. 2023-026. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to waive first reading of Ordinance No. 2023-026”

“Motion to approve proposed Ordinance No. 2023-026, An Ordinance to Repeal and Recreate Section 25.04 of the Code of Ordinances of the Village of Somers Relating to Penalty Provisions.”

ATTACHMENTS:

Proposed Ordinance 2023-026

ORDINANCE NO. 2023-026

AN ORDINANCE TO REPEAL AND RECREATE SECTION 25.04
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS
RELATING TO PENALTY PROVISIONS

The Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereby repeals and recreates Section 25.04 of the Code of Ordinances of the Village of Somers to read as follows:

25.04 PENALTY PROVISIONS.

(A) **General Penalty.** Except as otherwise provided, including such provisions and penalties provided in the State of Wisconsin Uniform Motor Vehicle Code as adopted herein, any person who shall violate any of the provisions of this Code shall, upon conviction of such violation, be subject to a penalty, which shall be as follows:

(1) **First Offense.** Any person who shall violate any provision of this Code shall, upon conviction thereof, forfeit not less than Twenty-five (\$25.00) Dollars nor more than Five Hundred (\$500.00) Dollars, together with the costs of prosecution, and in default of payment of such forfeiture and costs of prosecution shall be imprisoned in the County Jail until such forfeiture and costs are paid, but not exceeding ninety (90) days.

(2) **Second Offense.** Any person found guilty of violating any ordinance or part of an ordinance of this Code who has previously been convicted of a violation of the same ordinance within one (1) year shall, upon conviction thereof, forfeit not less than Fifty (\$50.00) Dollars nor more than Five Hundred (\$500.00) Dollars, for each such offense, together with the costs of prosecution, and in default of payment of such forfeiture and costs shall be imprisoned in the County Jail until such forfeiture and costs are paid, but not exceeding three (3) months.

(3) **Costs of Prosecution.** Costs of prosecution for purposes of this Ordinance shall include actual costs incurred by the Village, but not costs imposed by the State of Wisconsin under the Uniform Motor Vehicle Code.

(B) **Continued Violations.** Each violation and each day a violation continues or occurs shall constitute a separate offense. Nothing in this Code shall preclude the Village from maintaining any appropriate action to prevent or remove a violation of any provision of this Code.

(C) **Execution Against Defendant's Property.** Whenever any person fails to pay any forfeiture and costs of prosecution upon the order of any court for violation of any ordinance of the

Village, the court may, in lieu of ordering imprisonment of the defendant, or after the defendant has been released from custody, issue an execution against the property of the defendant for such forfeiture and costs.

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
MEETING ITEM MEMORANDUM**

MEETING DATE: July 25th, 2023

TO: Village President Stoner and Village Trustees

PREPARED BY: Brandi Baker, Clerk-Treasurer

AGENDA ITEM: #15 Action on application for Class “B” (Picnic) Beer License from Kenosha Shrine Club for events, August 12-13, 2023 from 10 a.m. until 5 p.m. both days. Events to be held at Jerry Smith Farm, 7150 18th Street, and a request to waive fees

BACKGROUND:

Kenosha Shrine Club is a non-profit organization that was established in 1924. The Kenosha Shrine Club has held several events at Jerry Smith Farm to raise money to provide transportation to patients and their families receiving treatment at Shrine Hospital for Children in Chicago.

They approached the Village to request a Class “B” (Picnic) Beer License for the Sweet Corn Fest held at Jerry Smith Farm, 7150 18th Street on August 12 and 13 from 10 a.m. to 5 p.m. each day.

As these are charity events, they have requested waiver of fees associated with the applications.

PRIOR ACTION TAKEN:

This was discussed at the Village Work Session on July 18, 2023

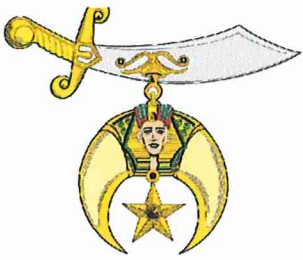
SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

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

“Motion to approve application for Class “B” (Picnic) Beer License from Kenosha Shrine Club for events, August 12-August 13, 2023 from 10 a.m. until 5 p.m. each day. Events to be held at Jerry Smith Farm, 7150 18th Street, and a request to waive fees”

ATTACHMENTS:

Temporary Class "B Application and Event Request Letter



Kenosha Shrine Club Established 1924



June 29, 2023

Dear Sirs:

The Kenosha Shrine Club is requesting a temporary Class B license to sell beer at Jerry Smith's Farm on August 12th and 13th. The hours of operation will be from 10 a.m. to 5 p.m. each day. We are a non-profit club whose main purpose is to aid the 50 plus children in the Kenosha area who are treated at the Shrine Hospital for Children in Chicago. We offer free transportation for the child and parent along with lunch for each visit. Funds raised above the transportation needs are sent directly to the hospital.

I currently hold a regular bartender's license for Somers. As we are a non-profit organization we are asking that any associated fees be waived. If that is not possible we are definitely willing to pay our way. Your approval would be most gratefully appreciated.

Yours truly,

A handwritten signature in black ink, reading "James R. Schweitzer". The signature is written in a cursive, flowing style.

James R. Schweitzer

Secretary Kenosha Shrine Club

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ _____

Application Date: 06/29/2023

Town Village City of Somers

County of Kenosha

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
 A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 8-12-23 and ending 8-13-23 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

- Bona fide Club Church Lodge/Society
 Veteran's Organization Fair Association or Agricultural Society
 Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Kenosha Shrine Club

(b) Address 7530 - 33rd Ave. Kenosha, Wi. 53142
(Street) Town Village City

(c) Date organized 1924

(d) If corporation, give date of incorporation N/A

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Mike Smith 11227 251st Ave. Trevor, Wi. 53179

Vice President Robert Haggarty 6230 10th St. Kenosha, Wi. 53144

Secretary James Schweitzer 7530 33rd Ave front Kenosha, Wi. 53142

Treasurer Scott Heeter 2310 14th Ave. Apt. 7 Kenosha, Wi. 53140

(g) Name and address of manager or person in charge of affair: Amy Smith 7150 18th St. Kenosha, Wi. 53144

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 7150 18th St. Kenosha, Wi. 53144

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? Yes.

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: Beer will be sold from under a tent. It will be stored in a locked cold storage unit away from the sales area. It will be served by a licensed bartender.

3. Name of Event

(a) List name of the event Sweet Corn Fest

(b) Dates of event 06/29/2023 08/12/2023- 08/13/2023

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer James Schweitzer 6-29-23 Kenosha Shrine Club
(Signature) (Date) (Name of Organization)

Date Filed with Clerk 6-29-23

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Additional Information

May be Granted and Issued only to (secs. 125.26(6), and 125.51(10), Wis. Stats.):

- (1) Bona fide clubs.
- (2) State, county, or local fair associations, or agricultural societies.
- (3) Churches, lodges, or societies that have been in existence for at least 6 months prior to the date of application.
- (4) Posts of veterans organizations.
- (5) Chambers of commerce or similar civic or trade organizations organized under ch. 181, Wis. Stats.

Application:

- (1) Filing: In writing, for each event, on Form AT-315.
- (2) The local licensing authority may act on application or authorize an official or body of the municipality to issue the license. (secs. 125.26(1) and 125.51(10), Wis. Stats.)
- (3) The written application shall be filed with the clerk of the municipality in which premises are located:

Class "B" (Beer):

- a. The governing body shall establish any waiting period before granting of a license for events lasting less than 4 days (sec. 125.04(3)(f), Wis. Stats.)
- b. At least 15 days prior to the granting of the license for events lasting 4 or more days.

"Class B" (Wine):

The application shall be filed with the clerk of the local municipality in which the event will be held at least 15 days prior to the granting of the license.

- (4) Seller's Permit: (sec. 77.54 (7m), Wis. Stats.), provides an exemption from Wisconsin sales and use taxes relating to certain sales by a nonprofit organization. Check the box if your organization qualifies for the exemption and therefore is not required to hold a seller's permit.
- (5) Publication: Not required. (sec. 125.04(3)(g), Wis. Stats.)

Fee: Determined by the municipality, but may not exceed \$10. (Exception: No additional fee may be charged if organization is applying for both a Temporary Class "B" and a Temporary "Class B" license for the same event.) (secs. 125.26(6) and 125.51(10), Wis. Stats.)

Duration: The day, or consecutive days, that the specified event is in progress. A municipality may issue up to 20 licenses to the same licensee for a single event, if each license is issued for the same date and time. (sec. 125.51(10)(b), Wis. Stats.)

Restrictions:

- (1) License may not be issued to individuals. (secs. 125.02 (14), 125.26(6), 125.51(10), Wis. Stats.)
- (2) Licenses to organizations, other than ex-servicemen's organizations, can be issued only for a picnic or similar gathering. (secs. 125.26(6) and 125.51(10), Wis. Stats.)
- (3) License may cover either a specified area or the entire picnic grounds. (secs. 125.26(6) and 125.51(10), Wis. Stats.)
- (4) License issued to a county or district fair must cover the entire fairgrounds (secs. 125.26(6) and 125.51(10), Wis. Stats.)
- (5) No license to clubs having any indebtedness to any wholesaler for more than 15 days for beer (sec. 125.33(7), Wis. Stats.) and 30 days for wine (s. 125.69(4)(b), Wis. Stats.)
- (6) Licensed operator(s) must be present at all times (secs. 125.17, 125.26(6), 125.32(2) - Beer; 125.17, 125.51(10), 125.68(2) - Wine; Wis. Stats.)
- (7) The licensed club, club members, or any other persons are not permitted to possess intoxicating liquor on licensed premises on the Temporary Class "B"/"Class B" licensed picnic area. (sec. 125.32(6), Wis. Stats.)
- (8) Not more than 2 wine licenses may be issued to any club, county or local fair association, agricultural association, church, lodge, society, chamber of commerce or similar civic or trade organization or veterans' post in any 12 month period. A municipality may issue up to 20 wine licenses to the same licensee if: 1) each license is issued for the same date and times, 2) the licensee is the sponsor of an event held at multiple locations within the municipality on this date and at these times, 3) an admission fee is charged for participation in the event and no additional fee is charged for service of alcohol beverages at the event, and 4) within the immediately preceding 12-month period, the municipality has issued these multiple licenses for fewer than 2 events. In addition, each event for which multiple licenses are issued shall count as one license toward the 2-license limit. (sec. 125.51(10), Wis. Stats.)
- (9) Licensed organizations must purchase their alcohol beverages only from permitted Wisconsin wholesalers, breweries and brewpubs. (secs. 125.33(6), and 125.69(6), Wis. Stats.)

CITY EA

FENCE

FOOD COURT

BEER TENT



COLD STORAGE

GATE

BARN

STORE

HOUSE

PARKING

PARKING

18TH ST.