

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

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

Village Board Work Session Meeting:	
Item #	
1	Call to Order
2	Administrator's Report
3	Engineer's Report
4	President & Trustee Reports
5	Discuss and Review bids received for Offsite Public Utility Plans for Bobcat Plus Improvement Project
6	Review and Discuss proposed Third Amendment to the Developer's Agreement Between the Village of Somers and Golden Oil Co., Inc. and Somers USA, LLC
7	Review and discuss possibility of contracting for Code Enforcement Services
8	Review and Discuss proposed Resolution 2023-014, A Resolution regarding Reservations made for the Veterans Park Pavilion
9	Review and Discuss proposed Ordinance 2023-029, relating to Veterans Park Pavilion
10	Review and discuss proposed Ordinance 2023-030, An Ordinance to Create Section ZN 9.01 of the Code of Ordinances of the Village of Somers Relating to Solar Energy Systems
11	Review and discuss proposed Ordinance 2023-031, An Ordinance to Create Section ZN 4.02(2)(d)14, Repeal and Recreate ZN 4.03(1)(c)4, Section ZN 4.03(2)(c)4, Section ZN 4.03(3)(c)4, Section ZN 4.03(4)(c)4, Section ZN 4.03(6)(c)4, Section ZN 4.03(7)(c)4, Section ZN 4.03(8)(c)4, Section ZN 4.03(9)(c)4, Section ZN 4.03(10)(c)3, Section ZN 4.03(11)(c)3, Section ZN 4.03(12)(c)3, Section ZN 4.03(13)(c)3, Section ZN 4.04(1)(c)5, Section ZN 4.04(2)(c)5, Section ZN 4.04(3)(c)5, Section ZN 4.04(4)(c)4, Section ZN 4.04(5)(c)5, Section ZN 4.04(7)(c)5, Section ZN 4.05(1)(c)5, Section ZN 4.05(2)(c)6, Section ZN 4.06(1)(c)4, Section ZN 4.06(2)(c)4, Section ZN 4.07(2)(c)6 and to Repeal Section ZN 4.04(8)(c)25 of the Code of Ordinances of the Village of Somers Relating to Solar Energy Systems

12	Review and Discuss application for Special Event Permit from Palmen Auto Stores for their Employee Family Picnic, at Hawthorn Hollow located at 880 Green Bay Road, Kenosha Wi 53144 Review and Discuss application for Special Event Permit from Palmen Motors for their Employee Company Picnic on October 15, 2023
13	Review tentative agenda for Village Board meeting on September 12, 2023
14	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the September 5, 2023 Village Work Session & Agenda in 1 public place & on the Village website.

Dated this 1st day of September 2023.

Brandi Baker, Clerk-Treasurer

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



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

WORK SESSION: September 5th, 2023

TO: Village President Stoner and Village Trustees

FROM: Jason J. Peters, Administrator

AGENDA ITEM: #2 Administrator's Report

Below please find a bulleted summary of major issues that Administration has worked since our August 1st Work Session:

REMINDER VILLAGE/TOWN HALL WILL BE CLOSED MONDAY, SEPTEMBER 4th IN OBSERVANCE OF LABOR DAY

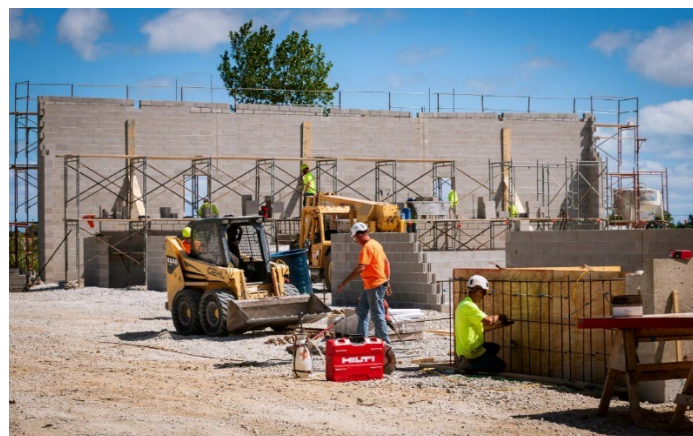
Development

- There was no Plan Commission meeting held in August.
- As of the time of this Report there are no matters scheduled for the September 11th Plan Commission. If this changes, the meeting will be posted.
- The Village has been informed that due to the cost of the building the proposed Home Inspired II project just east of the Village/Town Hall will not be moving forward.
- On August 7th, Administration, Planning & Zoning, Trustee Nelson, and President Stoner met with a developer that was interested feedback in using a portion of their property as solar farm.
- On August 9th, Administration and President Stoner met with a commercial real estate broker regarding the need for smaller warehouse buildings in area. We discussed the fact that the Village gets inquiries from smaller businesses whose needs are not big enough for the larger warehouses in the area. The meeting also allowed the Village to give an update on what development is taking place and show them opportunities for new development.

- On August 11th, Administration and President Stoner met with Nicole Ryf. Ms. Ryf is the newly appointed President of KABA. This meeting provided an opportunity for us to get know each other and for Ms. Ryf to learn about the Village.
- On August 15th, Administration and President held our monthly update call with Tawani regarding the Archive Center and Mission94. Mission94 is progressing nicely and nothing major to report.
- Over the past month, Staff and Attorney Davison have continued to work with developer on the development agreement for the Compressed Natural Gas site on CTH KR. Administration and President Stoner have also had several meetings with the DOT in regards to the TIA and access for the site.
- Over the week of August 28th, Administration, President Stoner, Public Works and Building Inspector Seymour have been working with DNR in regards to a runoff issue on the construction site at CTH L and STH 31. Staff was made aware of the issue through a resident. It was immediately inspected and the DNR was informed. Dewatering was shut down by the Building Inspector and a meeting was held with the contractor and the DNR on August 31st. On September 1st, clean up of the sediment had begun by the contractor. Follow-up meetings have also been established.



- On August 31st, the bid opening for the public infrastructure that is needed to connect the new Bobcat Plus to sewer and water was held. This is similar to what the Village has done for Becknell and Flint 94.



Administration

- Staff has been meeting daily to work on the budget. The majority of Staff's time has been dedicated to this process over the past month. With the work that went into the budget last year, this year's budget has been a somewhat smoother process. Some items of note thus far are that our health insurance premiums have gone up by ten percent and our garbage contract will go up by 4.34 percent.
- On August 2nd, Superintendent Kreye and President Stoner with the Kenosha County Highway department to help solve a potential drainage issue on CTH A.
- On August 3rd, the Village attended another local officials' meeting with the DOT. The purpose of the meeting was to introduce the proposed resurfacing of Sheridan Road. President Stoner, Administrator Peters, Chief Andersen and Public Works Superintendent Kreye were in attendance. Representative from Kenosha County, Racine County, Kenosha County Sheriffs, City of Kenosha, and City of Kenosha Police were also in attendance. The DOT held the public informational meeting on August 16th at the Northside Library. Administrator Peters, Trustee Nelson, and President Stoner were in attendance.
- On August 4th, Administration and President Stoner met with Executive Director Giordano for an update on Phase II of both the Nuemiller Woods and Gitzlaff Park projects.
- On August 8th, Administration, President Stoner, Chief Anderson, Sergeant Pittsley and Kenosha County Parks Director Collins met at Petrifying Springs Park to discuss better coordination for special events held at the park. The main focus of the meeting was to discuss ways to ensure ingress and egress are available to emergency personnel.
- On August 8th, Administration met with Judge Kupfer and Representative's from the Sheriff's Department to address the municipal court bond schedule.
- Administration has continued to work on the Request for Proposals for the updates to the Village/Town Auditorium. Once completed this will be sent out and published on our website.
- Assistant to the Administrator/Communication Specialist Poirier has nearly completed the Request for Proposal document to hire a planner for the Gitzlaff Park master plan. Once completed this will be sent out and published on our website.
- Over the past month, Staff has done complete review of any keys that are needed in the Village/Town. Each key has now been labeled, documented and a new lock box has been installed. While this may sound like a small matter, it was a very large task.



- During the week of August 28th, Administration and Clerk/Treasurer Baker interviewed six candidates for the recently available Clerk I position. An offer will be extended to the candidate that was chosen pending a background check.
- On August 29th, the refund checks were mailed to residents on Sheridan Road whose laterals could not be lined as apart of the CWLP project. In the next check run, you will notice a number of \$
- 1,000 checks to residents.
- On August 28th, our new public works employee, Tyler Remus, started with the Village/Town. This crew position was open due to the retirement of Superintendent Smith and the promotion of Superintendent Kreye and Foreman Sullivan.
- On August 30th our closing for the 2023A Borrowing was successfully completed.
- In our 2023 CIP budget, monies were set aside to update the software that runs the Village/Town Hall's HVAC systems. Our new software is now installed.
- The flashing speed limit signs that were included in our 2023 CIP budget have now been installed on 47th Avenue and 100th Avenue just south of Highway E.



- The Annual League of Municipalities Conference will be held in Green Bay on October 18th through the 20th. Registration deadline is October 10th. It has been a few years since anyone from the Village has attended. If any Board members would like to attend, please contact Administrator Peters or Clerk Baker.
- A ribbon cutting ceremony will be held on September 6th for the new CTH A and CTH Y round-about. The ceremony begins at 10 a.m.

- This month Clerk Baker, Accounting Manager Ealy, and Account Kelly participated in full day training on the WRS. A few of the topics covered included; employer responsibilities, WRS eligibility rules and determination, and different reporting requirements.
- Finally, a reminder that our annual budget work session will be held on Saturday September 23rd. We will begin at 8 am.

Development Pipeline

Last updated: 09/01/2023

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

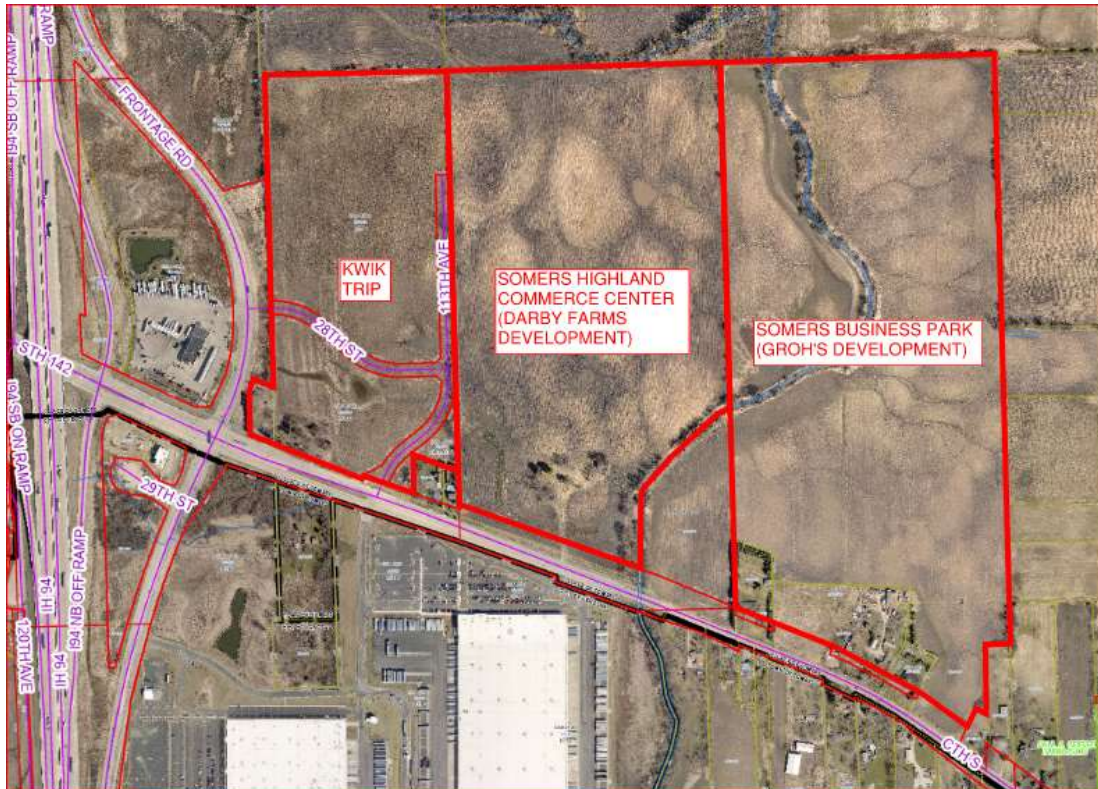
																						11/21 Board reviewed billboard regulations due to Adams outdoor sign on property 3/22 Submitted Plans for May PC 6/22 Will be on June agenda for approval 7/22 will be resubmitting project to add parcel to the East. 8/22 Resubmitted for Sept Plan Commission 9/22 Plan Commission approval, Board Review, Board Approved 12/22 DA Executed & Building Permits Issued 4/23 Building is about 50% complete 8/23 building nearing completion				
Carthage College	Maintenance Facility Building	17th Street	10/1/2021	Yes	R-10	I-1	Medium Density Residential	Government & Institutional	Lakeshore	YES	N/A	N/A	1.3	\$302,000		2023		N/A	N/A	N/A	N/A	5/9/2022 9/12/2022	6/14/2022 9/27/2022	11/29/2022	2023-001	
CT Realty	Compressed Natural Gas Filling Station	CTH KR, just east of the Canadian Pacific Railway).	Spring of 2022	Yes	A-1	B-3	Business/Industrial	Business/Industrial	N/A	Yes	N/A		19.4		2024	2025	7	N/A	N/A	N/A	Concept 02/13/2023		05/08/2023	5/23/2023		2/23 Concept Meeting, 3/23 revising site plan will resubmit 3/23 submitted materials 4/23 On May PC meeting 6/23 DA Sent to Developer 7/23 Final Engineering commenets being addressed 8/23 Staff working w/DOT on access issue
CWP West Corp	Mister Car Wash	Somers Market	5/12/2022	Yes	B-4	B-4 w PUD	Commercial	Commercial	Southeast	N/A	N/A	N/A	2.1		2023	2024	2	N/A	None	N/A		8/8/2022	10/25/2022		N/A	8/22 Board reviewed at Work Session. Waiting on RCG to address property issues 9/22 Updated Exhibits, RCG to address problems in Oct 10/22 Approved by Board 12/22 DA Ready for Mister Car to Execute 2/23 DA Signed & Sent for recording 3/23 Building permits ready, just waiting on developer 8/23 Site work to begin in September
Edgar Terrace Homes & Management	Multi-Family	88th Ave Eagle Chateau	2/17/2021	Yes	R-11	R-11	Medium Density Residential	No	Hawthorne	N/A	N/A	N/A	1.05	\$75,000		2022	2023	N/A	N/A	N/A	N/A	06/14/201	7/13/2021	3/22/2022	N/A	02/21 Meet with developer 4/21 submitted plans for June Plan Commission 6/21 Plan Commission Reviewed & Approved 3/22 DA Executed 08/22 Under construction 8/23 Buildig nearly complete
Flint Development	Industrial 1.8 M sq ft 3 buildings	Somers Expansion Area (West of 94)	6/14/2021	Yes	A-1 Paris	BP-1	Commercial	Business/Industrial	N/A IGA	Yes	Sewer Water	\$4,000,000	128.31	\$179,500	\$75,000,000	2022	2023	N/A	N/A	N/A	N/A	IGA 8/11/2021 Concept 11/17/2021 Approve 12/13/2021 Comp & Rezone	02/08/2022 approved subject to DA	7/26/2022		7/21 1st intro meeting. Submitted letter requesting review by IGA 8/11 IGA Committee heard concept., 9/28 Developer planning on October submission for Dec Plan Commission 10/29 Submitted plans for Plan Commission & IGA 11/21 IGA approved use 3/22 Developer still reviewing offsite utilities 4/22 Developer working on DA 6/22 DA almost complete 6/22 Grading permit granted, DA will be signed once final Exhibits Oked 7/22 Grading began , DA executed & recorded 9/22 Public Improvements went out to Bid 3/23 Offsite utilities substantially complete 5/23 Building III walls are vertical
Golden Oil	Convenience Store, Fast food, outlot for hotel	East Frontage	Late 2022	No	A-1	B-3	Business/Industrial	N/A	Kilborn Somers West	Yes	Sewer Water	\$40,000,000	62.02	\$17,300		2024	2025	8	Yes Incentives for Hotel		Concept 03.13.2023 CSM to Divide land & Rezone to A4 4/10/2023					4/23 Developer meet w/ staff for revised concept w/ less diesel pumps & status of hotel 6/23 Golden Oil closed on land, updated meeting on hotel 7/23 Meeting regarding utilities, meeting with potential hotel
Heyday Three Leaf Landquest	Residential Housing	Maple Crest Golf Club	Late 2022	Yes	PR-1	R-10 R-4 R-4.5 PUD	Park & Rec	rmmed Wetland, Other Conservanc		CSM PLAT	N/A	N/A	161.55	\$1,450,200				N/A	N/A	N/A	N/A	Concept 05/8/2023				12/22 Began discussions w/Developer 04/23 submitted for conceptual review 5/23 PC Conceptual review 8/23 Hoping to submit for October PC Staff doing tour of Veridan Homes in Madison in Sept
Home Inspired Senior Living	40 room Community Based Residential Facility/assisted living	1200 Village Centre Drive	3/16/2022	Yes	B-2	I-1	Mixed Use	Government & Institutional	Somers Center West	N/A	N/A		2.34	\$1,350,000	\$2,500,000	2023	2024	N/A	N/A	N/A	N/A	Concept 06/13/2022 Approved 12/12/2022	Comp, Rezone, Site, Da approved 01/24/2023		N/A	6/2022 Concept reviewed by Plan Commission. They agreed w/ the project 10/22 Will be submitting for 12/22 Plan Commission 4/23 Waiting for Developer to close on land 6/23 updated plans submitted, still waiting on closing 8/23 Staff informed that project will not be moving forward due to cost of building

Stonestreet Partners, LLC	Mixed Use Residential Multi-Family 50 acres Commercial 18 acres Est. 300 units of multi-family	CTH L & STH 31	7/10/2020	Yes	A-1	R-11 B-3 C-1 PUD	Commercial Primary Environmental Corridor Other Conservancy	High-Density Residential Commercial Primary Environmental Corridor Other Conservancy	Somers Center East	CSM	Road Water Sewer	\$8,500,000	89.77	\$22,000	\$60,000,000	2022	2023	5	Yes, Road	\$5,000,000	1/11/2021	02/09/2021 Conditionally 02/23/2021 CSM 10/5/2021 DA Approved	11/18/2021	2021-032	7/20 Presented Concept to Plan Commission Hopes to submit in October 11/20 Submitted Plans, Staff met to discuss changes, resubmitting for Jan. 12/20 Schedule for Jan Plan Commission 01/21 Plan Commission Approved 02/21 Board Conditionally Approved, meetings with Developer for DA 03/21 meeting with developer for DA 4/21 meetings w/ developer for DA 05/21 meeting w/ developer on DA, updated exhibits submitted 07/21 reviewed updated submissions, another round of updated plans 8/21 Exhibits nearing complete & DA language being worked out b/w parties 10/05 Board will review DA 10/21 DA approved. Need updated CSM then DA will be executed 02/22 Expect to break ground in March 3/22 Watermain work started 4/22 Watermain connect completed 7/22 Working on private ROW easement issue 08/22 Grading started 9/22 STH 31 improvements underway & on site utilities 12/22 CTH L improvements done 02/23 Expect building permits to be pulled in spring 3/23 Building permits ready, waiting on developer	
Stream Realty	Industrial 3 Buildings up to 950K sq ft	Groh Farm CTH S/142	11/1/2021	Yes	A-1, A-2, R-2, R-3	BP-1 w/PUD	Business/Industrial Other Conservancy Secondary Enviro	N/A	Kilbourn South	No	Sewer Water		90	\$775,000	\$50,000,000	2023	2024	3	N/A	N/A	N/A	7/11/2022 CSM 02/13/2023	10/11/2022 CSM 02/14/2023	4/14/2023	N/A	with County, will be brought to Board after issue worked out 10/22 Conditionally approved, need to finalize DA 12/22 Developer working w/ County on Memo of Understanding 02/23 CSM to combine parcels goes to PC & Board. DA can then be executed 3/23 DA Sent to Developer for execution 4/23 DA executed & recorded 6/23 temporary grading easements obtained by developer for roadsection
Tawani Archives & Armory PMML	Mission 94	East Frontage	8/16/2022	Yes	PR-1 I	N/A	Business/Industrial Park and Recreational, Secondary Environmental Corridor and "Other Conservancy Land to be Preserved"	N/A	Kilbourn Somers West		N/A	N/A	5.22	\$549,700		2024	2025	6	N/A	N/A		9/12/2022 Concept 12/12/2022 Approved	1/10/2023	recorded 2/8/2023	N/A	1/23/2023 DA & Site approved 4/23 Earth work started 6/23 foundation work underway 7/23 Building has gone vertical
Tawani	Mixed Use Institutional Recreational	West of H	2/2/2018	Yes	A-1 A-2 C-2	PR-1 I-1 C-2	Business/Industrial Park, Park and Recreational, Secondary Environmental Corridor and "Other Conservancy Land to be Preserved"	Business/Industrial Park, Park and Recreational, Secondary Environmental Corridor and "Other Conservancy Land to be Preserved"	Kilbourn Somers West	CSM	Road Water Sewer	\$14,500,000	238.28	\$1,155,100	\$150,000,000			6	Yes, Sewer & Water	Developer fronting Cost up to \$14.6	Village pays Overage	9/9/2020 CSM Combining	9/22/2020 CSM Approved	2/13/2020	2021-032	As part will be institutional, will need to discuss PILOT agreement 4/2019 Meeting w/ group regarding status of project 05/2019 Meeting w/ group, hope to submit plans this summer 6/2019 Press Release that project is in Somers 6/18/2019 Meeting with project team to discuss their progress 7/19 Packet submitted for Plan Commission, still working on developers agreement 8/19 Necessary CSM for project approved by Plan Commission 8/27/19 CSM approved
Walia E & 94	Mixed Use Commercial	Southeast Corner CTH E & 94	8/6/2020	No	A-2	B-4 or B094	Commercial	Commercial	Kilbourn	CSM	Water		15.45			2021	2022	6	Not at this time	N/A	N/A	12/14/2020 Concept Meeting 02/09/2021 CSM	02/23/2021 CSM			8/20 Meetings w/ Developer, County, DOT 10/20 Proposed CSM 11/20 Submitted concept for Dec Plan Commission 12/20 Plan Commission heard concept 02/21 CSM approved 05/21 meetings with developer on next steps 06/21 meeting with Developer & possible hotel 01/22 Meet w/ Developer to review updated concept layout

VILLAGE OF SOMERS
Engineer's Report
August 31, 2023

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

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



Kwik Trip at I-94 - Project No. 190376

- A contingent acceptance recommendation is with the Village.
- We recently contacted WE Energies to plumb the light poles on 28th Street and 113th Avenue.

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

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

VILLAGE OF SOMERS
Engineer's Report
August 31, 2023

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

- This is the property east of the Darby Farms (HSA) development; the Developer is Stream Industrial Development Services. The developer's engineer is Pinnacle Engineering.
- A public roadway is proposed to extend along the east edge of the development. There is no public bidding planned with this development.
- We are waiting for revised plans meeting the conditional recommendation of approval.

Golden Oil Sanitary Sewer Connection – Project No. 212153

- The developer is Golden Oil; the developer's design engineer is Excel Engineering.
- We plan to bid the public improvements associated with this project when the plans are complete, and the necessary permits are received. Permits or approvals needed prior to bidding include SEWRPC/WDOT Utility Permit/WDNR Sanitary/WDNR Water Main.
- We discussed this with Ted Gement at Golden Oil; they plan to have all work complete prior to Memorial Day of 2024.

Savannah at Pike Creek– Project No. 201664

- This project is an approximately 65-acre townhouse development at the northwest corner of the intersection of CTH L (18th Street) and STH 31 (Green Bay Road). It also includes two outlots for future commercial development. The development will consist of both public and private infrastructure. The developer is the Stoneleigh Company. Developer's design and construction engineer is Kimley-Horn and their contractor is Horizon/Naperville Construction.
- Approximately 50 percent of the public utilities are installed. They are currently constructing basins, installing utilities, and dewatering the site.
- The construction plans were reissued to reflect public storm sewer changes.
- The Wisconsin Department of Natural Resources (WDNR) met with the developer and contractor today; they issued a stop work order due to sediment entering Pike Creek; they noted to the developer that they would receive fines and they would visit the site again on September 5th. The Building Inspector was present at the meeting.

Becknell Development – Project No. 211386

- This project is an industrial spec building on a planned unit development with access to the East Frontage Road. The developer's design and construction engineer is Pinnacle Engineering.
- We are waiting for plans from the developer. This project will likely wait until 2024.

Stormwater Pond Inventory and Sediment Collection – Project No. 210862

- This project is necessary to satisfy the requirements of the Village MS4 Permit. The Village needs to inventory the regulated stormwater ponds, collect, and test sediment samples, and plan for future sediment removal from the ponds.
- We provided survey datum, a draft pond inventory report, and direction to staff.

VILLAGE OF SOMERS
Engineer's Report
August 31, 2023

- Staff is currently considering alternate methods of determining sediment depth, including renting an unmanned boat to map the bottom of each pond and allowing the engineer to develop a bathymetric map.

Flint 94 Development— Project No. 211728

- This is the planned 3-building development west of I-94 and south of 12th St; The Developer is Flint 94 Commerce Center, LLC; their engineer is Pinnacle Engineering.
- The public improvements are installed and tested.

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

- The project includes the replacement of the suction lift sewage pumping equipment with submersible design like the 7th Street LS on Sheridan Road. August Winter & Son, Inc is the Contractor.
- The contractor changed their schedule and will likely only install a manhole at the 45th site this fall and plan to complete the remaining work after April of 2024.
- The substantial completion date is June 30, 2024; the completion is August 31, 2024.

Bobcat at I-94 - Project No. 222334

- Rocco Castellano is the Architect; Pinnacle is the Engineer; Bukacek is the General Contractor.
- The bid opening was today. See the separate recommendation letter.
- The planned completion date for sitework is November 30, 2023.

2023 Street Project - Somers Estates - Project No. 230308

- A punch list has been given to the contractor.
- Lawn restoration has been completed.
- We are waiting for pricing from Payne & Dolan to repair a low point in the curb on 11th Street.
- The final completion date is December 29, 2023.

CNG Fueling Facility - Project No. 230400

- CT Realty is the developer, Cage is the engineer.
- The plans are not approved. They were provided with a typical rural roadway section after a meeting on July 27, 2023.
- They are working with WDOT on the requirements for the entrance at CTH KR.

Golden Oil Development - North of 12th Street - Project No. 2325785

- They are preparing site and utility plans for upcoming Village review.
- Staff met with the design team on 07-13-23.

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VILLAGE OF SOMERS
VILLAGE BOARD
WORK SESSION ITEM MEMORANDUM

WORK SESSION: September 5th, 2023

TO: Village President Stoner and Board of Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #5 Discuss and Review bids received for Offsite Public Utility Plans for Bobcat Plus Improvement Project

BACKGROUND:

The Village began working with Bobcat Plus in the Fall of 2021 regarding their desire to bring a Bobcat dealership to the area. The Board approved their plans at our October 25th, 2022, meeting. Their developer’s agreement was executed in May of 2023. Bobcat began work on the site in June of 2023. As a part of this agreement the Developer agreed to bring offsite public sewer and water to their project. These utilities are currently located across the street on the Flint 94 site.

These improvements will be paid for by the Developer. Due to the crossing being public utilities, the project needs to be publicly bid.

UPDATE:

The request for bids for the project were posted and published in August. Bids for this project were opened on August 31st. The Village received the following bids in the correct form:

The Wanasek Corp. Burlington, WI	\$244,445.00
Genesis Excavator, Inc. Kenosha, WI	\$298,523.00
Globe Contractors, Inc. Pewaukee, WI	\$333,022.00
Townsend Construction, Inc. Clinton, WI	\$776,491.00

COMMENTS:

Engineer Biwer reviewed the bids and found The Wanasek Corp. of Burlington WI, to be the responsible low bidder. As Engineer Biwer's recommendation letter notes, a fifth bid was also received but they did not use the proper bid form. Staff requests that these bids be placed on our September 12th Board Meeting for action.

ATTACHMENTS:

Engineer Biwer's Recommendation Letter with bid tabulations

August 31, 2023

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

Subject: Village of Somers – Bobcat Public Utilities

Dear Mr. Peters:

The following bids were received for the Bobcat Public Utilities Project on August 31, 2023 at 10:00 am. Enclosed is a copy of the Bid Tabulation.

<u>Bidder</u>	<u>Total Bid</u>
The Wanasek Corp. Burlington, WI	\$244,445.00
Genesis Excavators, Inc. Kenosha, WI	\$298,523.00
Globe Contractors Pewaukee, WI	\$333,022.00
Townsend Construction, Inc. Clinton, WI	\$776,491.00

Willkomm Excavating had the lowest total price at the bid opening of \$209,021.00. Their submittal, however, did not include the proper bid form included in Addendum 1; the bid form they used did not include Pay Item 23 (see Tabulation) for the 145 cubic yards of aggregate slurry material. The Village could choose to waive this as a technicality and ask Willkomm Excavating for a price; We recommend you not consider their submittal a proper bid.

After analyzing the bids, we find The Wanasek Corp. to be the lowest responsive and responsible bidder. Due to our past working relationship with The Wanasek Corp., we feel they can complete the Project. We recommend awarding the contract amount of \$244,445.00. Please seek an opinion from the Village Attorney prior to award. Please advise us of your decision.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Brett D. Biber, PE

Encs.

C: Brandi Baker, Clerk-Treasurer, with Original Bids
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BID TABULATION
VILLAGE OF SOMERS, WISCONSIN
BOBCAT PUBLIC UTILITIES

Bid Date/Time: August 31, 2023 @ 10:00 AM
Engineer's Job No. 222334.40

No.	Item	Quantity	Unit	Genesis Excavators, Inc.		Globe Contractors, Inc.		Townsend Construction, Inc.		The Wanasek Corp.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS	Lump Sum	\$ 11,500.00	Lump Sum	\$ 7,350.00	Lump Sum	\$ 70,000.00	Lump Sum	\$ 11,730.00
2	Construction Layout and Staking	1	LS	Lump Sum	\$ 3,500.00	Lump Sum	\$ 2,700.00	Lump Sum	\$ 6,415.00	Lump Sum	\$ 6,250.00
3	Utility Investigation Pothole	6	EA	\$ 1,000.00	\$ 6,000.00	\$ 500.00	\$ 3,000.00	\$ 1,098.00	\$ 6,588.00	\$ 400.00	\$ 2,400.00
4	8-Inch Sanitary Sewer (Open Cut)	132	LF	\$ 365.00	\$ 48,180.00	\$ 145.00	\$ 19,140.00	\$ 222.00	\$ 29,304.00	\$ 165.00	\$ 21,780.00
5	8-Inch Sanitary Sewer (Trenchless)	149	LF	\$ 300.00	\$ 44,700.00	\$ 670.00	\$ 99,830.00	\$ 1,300.00	\$ 193,700.00	\$ 205.00	\$ 30,545.00
6	Granular Backfill (Sanitary Sewer)	13	LF	\$ 200.00	\$ 2,600.00	\$ 100.00	\$ 1,300.00	\$ 220.00	\$ 2,860.00	\$ 170.00	\$ 2,210.00
7	Sanitary Sewer Manhole Connection	1	EA	\$ 19,100.00	\$ 19,100.00	\$ 200.00	\$ 200.00	\$ 161,000.00	\$ 161,000.00	\$ 7,300.00	\$ 7,300.00
8	6-Inch Sanitary Riser Pipe	4	VF	\$ 1,500.00	\$ 6,000.00	\$ 200.00	\$ 800.00	\$ 650.00	\$ 2,600.00	\$ 160.00	\$ 640.00
9	48-Inch Sanitary Sewer Manhole	2	EA	\$ 14,000.00	\$ 28,000.00	\$ 9,900.00	\$ 19,800.00	\$ 12,591.00	\$ 25,182.00	\$ 9,485.00	\$ 18,970.00
10	Televise Sanitary Sewer	281	LF	\$ 8.00	\$ 2,248.00	\$ 10.00	\$ 2,810.00	\$ 26.00	\$ 7,306.00	\$ 20.00	\$ 5,620.00
11	8-Inch Water Main (Open Cut)	170	LF	\$ 200.00	\$ 34,000.00	\$ 148.00	\$ 25,160.00	\$ 247.00	\$ 41,990.00	\$ 135.00	\$ 22,950.00
12	8-Inch Water Main (Trenchless)	166	LF	\$ 185.00	\$ 30,710.00	\$ 585.00	\$ 97,110.00	\$ 447.00	\$ 74,202.00	\$ 155.00	\$ 25,730.00
13	8-Inch Connect to Water Main (Non-Pressure)	1	EA	\$ 5,500.00	\$ 5,500.00	\$ 975.00	\$ 975.00	\$ 11,736.00	\$ 11,736.00	\$ 4,760.00	\$ 4,760.00
14	Granular Backfill (Water Main)	108	LF	\$ 95.00	\$ 10,260.00	\$ 64.00	\$ 6,912.00	\$ 77.00	\$ 8,316.00	\$ 75.00	\$ 8,100.00
15	6-Inch Gate Valve and Box	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 2,800.00	\$ 2,800.00	\$ 2,556.00	\$ 2,556.00	\$ 1,850.00	\$ 1,850.00
16	8-Inch Gate Valve and Box	1	EA	\$ 3,250.00	\$ 3,250.00	\$ 3,600.00	\$ 3,600.00	\$ 3,545.00	\$ 3,545.00	\$ 2,700.00	\$ 2,700.00
17	Fire Hydrant Assembly	1	EA	\$ 6,400.00	\$ 6,400.00	\$ 6,600.00	\$ 6,600.00	\$ 13,976.00	\$ 13,976.00	\$ 6,500.00	\$ 6,500.00
18	Curb & Gutter, 36-Inch	40	LF	\$ 25.00	\$ 1,000.00	\$ 60.00	\$ 2,400.00	\$ 103.00	\$ 4,120.00	\$ 170.00	\$ 6,800.00
19	HMA Pavement, 5.5-Inch	45	SY	\$ 150.00	\$ 6,750.00	\$ 100.00	\$ 4,500.00	\$ 766.00	\$ 34,470.00	\$ 115.00	\$ 5,175.00
20	Erosion and Sedimentation Control	1	LS	Lump Sum	\$ 3,000.00	Lump Sum	\$ 2,035.00	Lump Sum	\$ 1,540.00	Lump Sum	\$ 1,960.00
21	Restoration of Lawns and Parkways	1	LS	Lump Sum	\$ 6,500.00	Lump Sum	\$ 6,500.00	Lump Sum	\$ 45,000.00	Lump Sum	\$ 9,650.00
22	Traffic Control and Protection	1	LS	Lump Sum	\$ 4,500.00	Lump Sum	\$ 3,000.00	Lump Sum	\$ 6,450.00	Lump Sum	\$ 25,600.00
23	Backfilling with Aggregate Slurry	145	CY	\$ 85.00	\$ 12,325.00	\$ 100.00	\$ 14,500.00	\$ 163.00	\$ 23,635.00	\$ 105.00	\$ 15,225.00
	TOTALS				\$ 298,523.00		\$ 333,022.00		\$ 776,491.00		\$ 244,445.00



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

WORK SESSION: September 5th, 2023

TO: Village President Stoner and Board of Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #6 Review and Discuss proposed Third Amendment to the Developer’s Agreement Between the Village of Somers and Golden Oil Co., Inc. and Somers USA, LLC

BACKGROUND:

In 2008 a Developer’s Agreement was entered into for the Golden Oil’s Travel Plaza at 11800 Burlington Road. As you are aware, this property has been served by a septic system as opposed to municipal sewer. In 2021 work began to bring sewer and water to this area of CTH S/STH 142. As sewer is now available to this area, the developer would like to hook into the system. These utilities are currently located across the street on the Kwik Trip side.

UPDATE:

Staff has worked with Golden Oil’s engineers to design the project. These improvements will be paid for by the Developer due to the crossing being public utilities they needed to be publicly bid. Attorney Davison has drafted a Third Amendment to the Developer’s agreement to memorialize the cost being incurred by Golden Oil. A request for bids will be prepared in much the same manner the Village did for the Bobcat Plus utilities. Once bid are received they will be brought back to the Board for action.

COMMENTS:

The attached Third Amendment will allow staff to start this process for Golden Oil. Staff requests that the proposed amendment be placed on our September 12th Board Meeting for action.

ATTACHMENTS

Proposed Third Amendment to Developer’s Agreement

**THIRD AMENDMENT TO DEVELOPER’S AGREEMENT
BETWEEN THE VILLAGE OF SOMERS
AND GOLDEN OIL CO., INC. AND SOMERS USA, LLC**

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 GOLDEN OIL CO., INC., a corporation duly organized and existing under the laws of the State of Wisconsin and SOMERS USA, LLC, a limited liability company duly organized and existing under the laws of the State of Wisconsin (collectively referred to herein as the “Developer”).

WHEREAS, the Town of Somers, now Village of Somers, and the Developer have entered into a Developer’s Agreement dated August 15, 2008, which Agreement was recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, on September 16, 2008, as Document No. 1567975 for the development of certain real property (hereinafter the “Property”) described with more particularity as follows:

Lot 1 of Certified Survey Map No. 2638, recorded in the Kenosha County Register of Deeds office on September 2, 2008 as Document No. 1566900; Together with Affidavit of Correction recorded in said Register’s office on March 13, 2009 as Document No. 1582100; being located in a part of the fractional Northwest 1/4 and fractional Southwest 1/4, Section 19, Town 2 North, Range 22 East of the Fourth Principal Meridian; said land lying and being in the Village of Somers, Kenosha County, Wisconsin.

Address: 11800 Burlington Road
Tax Key No. 82-4-222-193-0202

WHEREAS, the Town of Somers, now Village of Somers, and the Developer, entered into a First Amendment to the Developer’s Agreement dated December 12, 2011, which Amendment was recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, on December 20, 2011, as Document No. 1661090 for the development of the Property; and

WHEREAS, the Village of Somers and the Developer have entered into a Second Amendment to the Developer’s Agreement dated December 7, 2022, which Amendment was recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, on December 27, 2022, as Document No. 1940987; and

WHEREAS, it is required that the Property be serviced by municipal sanitary sewer once such service becomes available and such service has now become available; and

WHEREAS, the extension of municipal sanitary sewer to the Property shall be at the Developer’s cost; and

Developer’s Initials _____

WHEREAS, the Village Board hereby approves this Third Amendment to the Developer's Agreement on the Property subject to the following terms and conditions:

I. INFRASTRUCTURE IMPROVEMENTS

A. SANITARY SEWER

1. Onsite Private Sanitary Sewer-Developer Constructed.

- (a) The Developer shall be responsible to pay the full cost for the design and construction of the private onsite gravity flow sanitary sewer system, in accordance with Chapter 13 of the Village Ordinances, as required for connection of the Development to the public offsite sanitary sewer improvements described in Section 2(a) below and ultimately the interceptor sanitary sewer collection system of the Village of Somers Utility District, all of which plans have been submitted for review and must be approved by the Village, the Kenosha Water Utility (with respect to public improvements) and the State of Wisconsin Department of Safety and Professional Services (with respect to private improvements). The Developer shall submit both electronic and paper form copies to the Village of the required plans and specifications. Village shall cooperate with Developer in obtaining all necessary permits required from the State of Wisconsin and the Kenosha Water Utility for such onsite sanitary sewer approvals. The Village agrees to complete its review and approval of such plans and specifications within thirty (30) days after submittal by the Developer.
- (b) Village shall allow Developer to extend and connect its onsite sanitary sewerage system to the public sanitary sewerage system of Village at the cost and expense of Developer.
- (c) Any building constructed in the Development shall be required to have an individual sanitary sewer sampling and metering manhole which shall be approved by the Village, such approval not to be unreasonably withheld conditioned or delayed.
- (d) Any inspection, engineering, legal and/or administrative expenses actually and reasonably incurred by the Village in connection with the private onsite sanitary sewer improvements constructed by Developer will be paid or reimbursed by Developer to the Village.

2. Offsite Public Sanitary Sewer-Village Constructed.

- (a) The Developer shall be responsible to design and pay the full cost of the public offsite gravity flow sanitary sewer system in accordance with

Developer's Initials _____
Page 2

Chapter 13 of the Village Ordinances, and the attached Exhibit “A” which is incorporated herein by reference, as required for connection of the onsite sewer system described above to the interceptor sanitary sewer collection system of the Village of Somers Utility District, all of which plans have been submitted for review and must be approved by the Village and the State of Wisconsin Department of Natural Resources. Developer shall obtain all necessary permits required from the Kenosha Water Utility and the State of Wisconsin for such offsite sanitary sewer approvals. The Village agrees to complete its review and approval of such plans and specifications within thirty (30) days after submittal by the Developer.

- (b) All offsite sanitary sewer shall be constructed by the Village and shall be publicly bid in accordance with §66.0901, et. seq. Wis. Stats. Any bidder on public sanitary sewer improvement infrastructure shall be pre-qualified for such work in accordance with Chapter 22 of the Village Code of Ordinances. Upon the determination of a responsible bidder, the Village shall inform the Developer of the amount of such bid in written format and the contractor to whom the contract shall be awarded. The Developer shall deposit with the Village a Letter of Credit in the amount of Two Hundred Forty Thousand (\$240,000.00) Dollars, in the format specified in Exhibit “B”, attached hereto.
- (c) The Village shall provide the bidding and construction contract administration services for the offsite public sanitary sewer.
- (d) The Village shall provide field observation and review of the public offsite sanitary sewer improvements. The Village shall prepare all record drawings and systems updates and GPS Survey of constructed facilities, suitable for submittal to Kenosha County at Developer’s cost.
- (e) Village shall accept all public offsite sanitary sewerage system improvements constructed in the public right-of-way or in any public easement upon (i) completion in accordance with approved plans and specifications, (ii) construction and delivery without defect, damage or non-conformance, (iii) delivery to Utility of certified copies of all tests of sanitary sewerage system, (iv) receipt of lien waivers from all contractors, (v) review and certification by Village Consulting Engineer of the above, and (vi) receipt of recorded easement documents as applicable. Said acceptance shall be subject to approval by the Board of Sewer Commissioners. Upon acceptance by Village, Village shall be responsible for the operation and maintenance of the publicly owned portion of said offsite sanitary sewerage system.
- (f) If any funds and/or “letter of credit” (including, without limitation, the Letter of Credit described in Exhibit “B” deposited by the Developer for

Developer’s Initials _____

design, construction, inspection, engineering, legal and/or administrative expenses, are not required, they shall be returned to the Developer within a reasonable amount of time. However, in the event additional or unforeseen costs or expenses are incurred which are in excess of the funds deposited by the Developer with the Village, then the Developer shall within thirty (30) days of demand by the Village reimburse to the Village all such costs and expenses so incurred, subject to the terms and conditions of this Agreement.

II. MISCELLANEOUS

A. 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	Sanitary Sewer Plan
Exhibit B	Letter of Credit

B. INTEGRATION.

This Developer's Agreement, including the exhibits hereto, and such other documents as are incorporated herein embodies the entire agreement and understanding among the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.

C. CHOICE OF LAW AND VENUE.

This Developer's Agreement and all attached exhibits shall be construed and enforced according to the laws of the State of Wisconsin. The parties agree that any matter which may be brought or pursued in court hereunder shall be brought and maintained only in the Circuit Court for Kenosha County, Wisconsin, and each party consents to such venue and the court's personal jurisdiction over each party.

D. 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.

Developer's Initials _____

E. CONTINUING EFFECT OF PRIOR AGREEMENTS.

In all other respects, all provisions of the Developer's Agreement between the parties hereto dated August 15, 2008 and the First Amendment to the Developer's Agreement between the parties dated August 18, 2009 and the Second Amendment to the Developer's Agreement dated December 7, 2022 shall remain in full force and effect as if fully stated herein; and

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, as President and Brandi Baker, as 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 _____.

Developer's Initials _____

DEVELOPER
Golden Oil Co., Inc.

By: _____
Printed Name: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2023, the above _____
_____ on behalf of Golden Oil Co., Inc., to me known to be the
person who executed the foregoing instrument and acknowledged the same.

Printed Name: _____
Notary Public; _____ County, WI
My commission expires _____.

Somers USA, LLC

By: _____
Printed Name: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2023, the above _____
_____ on behalf of Somers USA, LLC, to me known to be the
person who executed the foregoing instrument and acknowledged the same.

Printed Name: _____
Notary Public; _____ County, WI
My commission expires _____.

Developer's Initials _____



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

WORK SESSION: September 5th, 2023

TO: Village President Stoner and Board of Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #7 Review and discuss possibility of contracting for Code Enforcement Services

BACKGROUND:

Code enforcement is an important function of the Village’s government. In past, the Board has stated a goal should be to improve our enforcement process. Staff has implemented better tracking systems and our new building inspector has taken on a more proactive approach to implementing it. While improvements have been made this is still a labor-intensive process that takes hours away from other work.

As the Village continues to grow code enforcement will become a more time-consuming task. In July, Staff met with Municipal Code Enforcement, LLC. This firm provides code enforcement services to several communities in Southeastern Wisconsin. Their fee is based on an hourly rate and the Village can pick and choose its level of service. For example, it could include dedicated hourly Village inspections or reviews based on a complaint basis.

COMMENTS:

Staff is bringing this matter as a discussion item to gauge the Board’s willingness to dedicate funds in 2024 budget toward the hiring of an outside firm for code enforcement services. Administrator Peters would like to note that in his experience the direct hire as a Village employee even on a part time basis rarely results in success. In his experience, code enforcement positions see high turnover and does not result in consistently of enforcement. This one reason why many municipalities choose to contract this service out.

ATTACHMENTS:

Sample Contract

**CODE ENFORCEMENT SERVICES CONTRACT BETWEEN
THE VILLAGE OF SOMERS AND MUNICIPAL CODE ENFORCEMENT, LLC**

THIS AGREEMENT is between the **Village/Town of Somers**, 7511 12th St, Kenosha, WI, 53144 (hereinafter "**Village/Town**") and Municipal Code Enforcement, LLC, PO Box 62, Delavan, Wisconsin, 53115, (hereinafter "MCE") as of this **1st** day of **August, 2023**.

RECITALS:

WHEREAS, the Village/Town requires code enforcement services; and

WHEREAS, MCE maintains an agency that regularly enforces and administers municipal codes for various municipalities, providing services that include, but are not limited to, review of the municipal code, response to property complaints, completion of code inspections, preparation of written orders for repair, preparation and issuance of citations, administration of landlord licensing and vacant building programs, and other miscellaneous code enforcement activities; and

WHEREAS, the Village/Town and MCE desire to contract with each other for such code enforcement services as set forth herein, to be provided by MCE to the Village/Town; and

WHEREAS, the Village/Town agrees to compensate MCE at the rate set forth herein for performing these services.

NOW THEREFORE, for valuable consideration, and with the express intention on the part of both parties that this contract is legally binding, the parties do agree to the following:

1.) SCOPE OF SERVICES – MCE agrees to provide the Village/Town with the following code enforcement services:

- **Violation Monitoring**
 - Property Maintenance
 - Unsightly Debris
 - Weeds, Grass, Trees, or Other Vegetation
 - Junked, Unlicensed, or Abandoned Vehicles/Boats
 - Snow Removal
 - When a violation is present pertaining to any of the items above, orders will be sent to the property owner with details of the violation and a deadline to come into compliance. After the compliance deadline has passed, a re-inspection of the property will take place to determine the status of the violation and further action will be taken, as necessary, which may include any of the following:
 - Direct communications with property owners
 - Phone call or email

- Final notice
- Granting of extensions if warranted based on the judgment of MCE after consultation with the Village/Town
- Issuing municipal citations through the Village/Town police department or sheriffs department
- Nuisance abatement pursuant to Village/Town Code
 - Costs billed to property owner, according to fee schedule set forth in the Somers Municipal Code (hereinafter “Code”) as updated from time to time with guidance of MCE, possibly resulting in possible special charges against property owner.
- **Municipal Programs:**
 - Vacant Building Program
 - Landlord Licensing Rental Inspection Program
 - Short-Term Rental Inspection Licensing Program
 - Tree Removal Permitting Program
 - Liquor Licensing Program
 - Restaurant Grease Trap Compliance Program
- **Additional Tasks:**
 - Building Condemnation
 - Court Attendance and Evidence Preparation
 - Review and Recommendations for Improvement to Municipal Code of Ordinances
 - Collaboration with Building Inspector
 - Continuous Improvement of Municipal Codes and Ordinances
 - Other Issues/Complaints/Nuisances
 - Landlord/Tenant/Neighbor Dispute Mediation
 - Safety Hazard Elimination

2.) DUTIES – MCE shall perform the code enforcement services set out in the Scope of Services above for the Village/Town. MCE’s jurisdiction shall be concurrent with the Village/Town’s boundaries including extraterritorial boundaries. Within said jurisdiction, and in the performance of those duties, MCE shall have the full lawful authority and responsibility to enforce the Code and issue citations, specific Chapters and Sections of the Code, including ordinances for which a statutory counterpart exists. MCE’s agents and employees shall not have the authority to make arrests for violations of the Code. It is specifically the intent of the parties that MCE is not a law enforcement officer within the meaning of Wis. Stat. § 165.85(2)(c). MCE shall cooperate with the Village/Town’s Police Department in investigating and issuing citations and other pursuing other enforcement activity as needed by the Village/Town’s Police Department to complete matters originating with MCE’s investigative and Code enforcement duties.

3.) HOURS AND COMPENSATION – Unless otherwise agreed upon by both parties, MCE shall provide no more than **8 hours per week** in code enforcement services and shall be compensated at the rate of **\$49 per hour**. MCE shall send the Village/Town an invoice every month detailing the number of hours provided and the amount owed. If an automatic renewal of this contract is enacted, as detailed below, this hourly rate shall increase by 3%, rounded to the nearest dollar, for each year that the automatic renewal takes place.

4.) TERMS OF CONTRACT – This contract shall begin **August 1, 2023** and end on **December 31, 2023**. This contract shall automatically renew, unless an amendment or a subsequent contract is executed by both parties, no less than 60 days before the contract end date. The term of the renewal contract shall be one year.

5.) DOCUMENTS AND OPEN RECORDS REQUESTS – All documents produced by MCE in the course of its performance under this contract shall be deemed to be records of the Village/Town and shall be turned over to the Village/Town upon request or upon termination of this contract for any reason. In the event of an open records request that implicates records that MCE possesses or has access to, MCE shall provide the requested records to the Village/Town of Somers within five (5) business days of written request to MCE.

6.) MONTHLY REPORT – MCE shall provide the Village/Town Administrator with a monthly report containing a summary of its work on Village/Town matters for each month of the Contract term for the prior month's work. The report shall be delivered to the Village/Town Administrator by the tenth (10th) day of each month.

7.) TERMINATION WITHOUT CAUSE – Notwithstanding the contract term specified in this contract, both the Village/Town and MCE shall have the right to terminate this contract, without cause, by giving 90 days' written notice to the other party.

8.) TERMINATION WITH CAUSE – Notwithstanding the contract term specified in this contract, the Village/Town of Somers shall have the right to terminate the contract with cause, in whole or in part, if it determines that MCE has failed to perform satisfactory work. In the event the Village/Town decides to terminate the contract for failure to perform satisfactorily, the Village/Town shall provide MCE at least thirty (30) days' written notice prior to the date of termination.

If the contract is terminated with cause, MCE shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by MCE up to the date of termination that were accepted by the Village/Town.

9.) ASSIGNMENT – MCE shall not assign, transfer, or convey any rights under this contract without the prior written consent of the Village/Town.

10.) INSURANCE – MCE shall at its own expense, procure and maintain the following insurance coverage and shall provide a certificate of insurance to the Village/Town Clerk verifying these coverages, including any required endorsements or riders, during the term of this contract:

- General Liability – One Million Dollars (\$1,000,000.00) combined single limit and Two Million Dollars (\$2,000,000.00) aggregate for bodily injury, personal injury, and property damage.
- Automobile Liability Insurance
- The Village of Somers shall be named as an additional insured on MCE’s insurance policies, on a primary and non-contributory basis, with subrogation rights against the Village waived.

11.) INDEPENDENT CONTRACTOR – It is agreed and understood between the parties that MCE is an independent contractor. MCE is not an employee of the Village/Town of Somers and shall not be entitled to any benefits enjoyed by employees of the Village/Town. MCE remains in control of all of its employees, including but not limited to hiring, firing, discipline, evaluation, and establishment of standards for performance thereof. All MCE personnel rendering services hereunder shall be, for all purposes, employees of MCE, although they may act as officers or agents of the Village/Town while acting within the scope of the services performed under this contract.

12.) INDEMNIFICATION – To the fullest extent permitted by law, MCE shall defend, indemnify, and hold harmless the Village, its elected and appointed officials, employees, consultants, and volunteers and others working on behalf of the Village/Town, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities (“Claims”) alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the mistake, error, omission or negligence of MCE, or by any officer, employee, representative, or agent of MCE or the material breach of any obligation under this contract by MCE, or by any officer, employee, representative, or agent of MCE. MCE shall have no obligations under this section to the extent that any Claim arises as a result of MCE’s compliance with specific municipal laws, ordinances, rules, regulations, resolutions, executive orders, or other instructions received from the Village/Town and lawfully and properly carried out by MCE. If either party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both parties shall cooperate fully in investigating the incident. Nothing herein shall be construed to be a waiver of statutory liability immunity provided by Wisconsin Statutes and caselaw. This indemnification is further limited by the amounts of statutory limits of municipal liability provided by Wisconsin Statutes and caselaw.

13.) APPLICABLE LAW – This contract shall be governed in all respects by the law of the State of Wisconsin, and any litigation with respect thereto shall be brought in the courts of the State of Wisconsin.

14.) SEVERABILITY – If any term or provision in this contract is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provision or part thereof shall be stricken from this contract, and such provision shall not affect the legality, enforceability, or validity of the remainder of this contract. If any provision or part thereof of this contract is stricken in accordance with the provisions of this section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as legally possible.

15.) ENTIRE AGREEMENT – This contract and all other agreements, exhibits, attachments, and schedules referred to in this contract constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this contract and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this contract by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this contract.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and intend for the agreement to be effective as of the date and year first specified above.

Allison Schwark, Municipal Code Enforcement, LLC Date

NAME, TITLE Date

ATTEST:

NAME, TITLE Date



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

WORK SESSION: September 5, 2023

TO: Village President Stoner and Board of Trustees

PREPARED BY: Brandi Baker, Clerk-Treasurer

AGENDA ITEM: #8 Review and Discuss proposed Resolution 2023-014, A Resolution regarding Reservations made for the Veterans Park Pavilion

#9 Review and Discuss proposed Ordinance 2023-029, relating to Veterans Park Pavilion

BACKGROUND:

Staff found while that the current Resolution and Ordinance pertaining to reserving Veterans Park Pavilion contradicts each other.

The revised Resolution and Ordinance will make these consistent with each other. This will allow the reservation of the pavilion to be available to residents only similar to the auditorium rental, with the intention of any nonresidents usage on a first come first served basis. The revisions will also allow the Administrator the authority to allow Somers employees to reserve without fees.

Staff recommends this Resolution and Ordinance to be placed on the September 12, 2023 Village Board Meeting for action.

ATTACHMENTS:

Resolution 2023-014

Ordinance 2023-029

RESOLUTION NO. 2023-014

WHEREAS, the Village Board of the Village of Somers has historically made the parks available for use by Village or Town residents; and

WHEREAS, it has been and continues to be the policy of the Village of Somers not to discriminate on the basis of race, religion, sex, sexual orientation, marital status, or ethnic background; and

WHEREAS, it is the intention of the Village Board to allow the reservation for the use of the Veteran's Memorial Park Pavilion by Village or Town residents and Village-based or Town-based non-profit groups for the purpose of family gatherings, non-profit events and such other activities as are outlined herein; and

WHEREAS, it is the desire of the Village Board to clarify the policy for Village or Town residents and for Village-based or Town-based not-for-profit groups to reserve the Veteran's Memorial Park Pavilion; and

WHEREAS, consistent with such regulations, the Village staff monitors the use of the Veteran's Memorial Park Pavilion by not-for-profit groups and organizations to ascertain compliance with such regulations and, in general, to insure that such organizations or groups are utilizing the Veteran's Memorial Park Pavilion in an appropriate manner, including restoring the facilities to the condition of cleanliness and orderliness in which they were found prior to such use; and

WHEREAS, the Village Board has received requests from various Village-based or Town-based not-for-profit groups and organizations to waive rental fees and the requirement that security deposits be tendered pursuant to the regulations for the use of the Veteran's Memorial Park Pavilion by such groups based upon the financial need of such groups; and

WHEREAS, the Village Board recognizes that various Village-based and Town-based not-for-profit civic organizations and groups provide valuable contributions to the community; and

WHEREAS, the Village Board has considered and established the hours which may encompass use of Veteran's Memorial Park Pavilion as stated hereafter.

NOW, THEREFORE, BE IT RESOLVED that the Veteran's Memorial Park Pavilion shall be available to be reserved to Village or Town residents only and that any individual together with any Village-based or Town-based group, club, or organization using the Veteran's Memorial Park Pavilion shall be allowed such reserved use only if the activity in question is non-profit and that upon request, any such individual, group, club or organization shall provide such information as shall be deemed necessary by the Village Administrator or the Village Administrator's designee to support the non-profit nature of the activity; further, any person, group, club, or organization who utilizes the Veteran's Memorial Park Pavilion shall not discriminate against any person because of race, color, age, creed, sex, sexual orientation, religion or national origin nor shall such person or entity publicize,

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advertise or otherwise direct the activity in such a fashion which would directly or inferentially reflect on the acceptability of the patronage of any person because of race, religion, color, ancestry, sex, sexual orientation, age or national origin.

BE IT FURTHER RESOLVED, that any person, group, club or organization (hereinafter “user”) shall only do so subject to compliance with the following regulations:

1. That the user shall hold the Village, the Village’s elected officials, employees, agents and representatives harmless from and shall defend and indemnify all of the same from and against all liability for injuries to or deaths of persons or damage to property arising from activities conducted by user, including loss predicated on the active or passive negligence of the Village, its officers, agents or representatives.
2. The user shall complete an application and pay appropriate fees for the reserved rental of the Veteran’s Memorial Park Pavilion, unless waived by majority vote of the Board, which fees shall be deposited at the time the application is accepted by the Village.
 - (a) A One Hundred Fifty (\$150.00) Dollars refundable deposit is required for all who reserve the use of the Veteran’s Memorial Park Pavilion to be refunded only after full inspection of Veteran’s Memorial Park Pavilion is completed by staff and all written policy guidelines have been met. Any cleaning or repair costs shall be deducted from the deposit at the direction of cleaning staff.
 - (b) The Veteran’s Memorial Park Pavilion reserved rental cost shall be Fifty (\$50.00) Dollars.
 - (c) All events where it is determined by the Village Administrator that it would be desirable to provide a security guard shall provide a security guard at the expense of the user, which expense shall be charged by the Village at the time of application.
3. Hours which Veteran’s Memorial Park Pavilion will be available for use shall be established by the Village Administrator after taking into consideration the availability of Village personnel to ready the area and turn on electric if needed and other relevant consideration but in no case shall be prior to 8:00 a.m. or end later than dusk.
4. Every group shall submit the applicable deposit in advance at the time of application; further, any determinations as to whether all or a portion of any rental funds shall be returned to the group in question shall be made only by the majority vote of Village Board and only after full inspection of the Veteran’s Memorial Park Pavilion is completed by staff to insure all

written policy guidelines have been met and all appropriate cleaning or repair costs have been deducted, if necessary. All areas used shall be returned to a condition of cleanliness which existed prior to the event.

- 5. No alcoholic beverages of any kind will be allowed in the Veteran’s Memorial Park Pavilion unless the user has obtained a Class “B” Picnic License as per §9.10 of the Code of Ordinances. Any applicant must be twenty-one (21) years of age or older and must assume responsibility for exercising control over behavior at the event. Beer, wine and/or liquor may be consumed but not sold at an event covered by this permit.

BE IT FURTHER RESOLVED, that non-resident employees of the Village of Somers may make application to the Village Administrator for the reserved use of the Veteran’s Memorial Park Pavilion for not-for-profit purposes, which requests shall be acted upon on a case-by-case basis by the Village Board.

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

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer

ORDINANCE NO. 2023-029

AN ORDINANCE TO REPEAL AND RECREATE SECTION 4.04(G)
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS
REGARDING RESERVATIONS FOR PICNIC AREAS IN MEMORIAL PARK

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

Wisconsin, hereby repeals and recreates Section 4.04(G) of the Code of Ordinances of the

Village of Somers to read as follows:

(G) **Reservations for Picnic Areas in Memorial Park.** A permit may be issued to residents of the Village or Town of Somers only by the Village Clerk/Treasurer who, for purposes of this subsection only, shall be deemed the permitting authority, for the reservation of any picnic area in Memorial Park. Permit fees for such reservations shall be Fifty (\$50.00) Dollars for residents only of the Village or Town of Somers and a One Hundred Fifty (\$150.00) Dollars security deposit for residents of the Village and Town of Somers. Security deposits may be refunded partially or in full pending satisfactory review of the area following completion of the event covered by the permit by representatives of the Department of Public Works and approved by the Village Clerk/Treasurer. Failure to satisfactorily clean up the area subject to the reservation may result in forfeiture of all or a portion of the security deposit. Any permits for reservations for picnic areas in Memorial Park shall be subject to the standards for permit issued under §4.04(F), above. In addition to the permit conditions enumerated in §4.04(H), below, some or all of which the Village Clerk/Treasurer may require, the following permit conditions shall be applicable for reservations for picnic areas in Memorial Park:

(1) Any applicant must be twenty-one (21) years of age or older and must assume responsibility for exercising control over behavior at the event. Beer, wine and/or liquor may be consumed but not sold at an event covered by this permit.

(2) The applicant must be personally present for the entire duration of the event for which the picnic permit is sought and must take personal responsibility for all damage, missing or damaged items and cleanup immediately following the conclusion of the event. The applicant must personally indemnify the Village, its officers, agents, representatives and any invitees from any and all liability caused or suffered by any person including persons who are at the event on forms provided by the Village Clerk/Treasurer.

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

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer

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

WORK SESSION: September 5th, 2023

TO: Village President Stoner and Village Trustees

FROM: Jason J. Peters, Administrator

AGENDA ITEM: #10 Review and discuss proposed Ordinance 2023-030, An Ordinance to Create Section ZN 9.01 of the Code of Ordinances of the Village of Somers Relating to Solar Energy Systems

#11 Review and discuss proposed Ordinance 2023-031, An Ordinance to Create Section ZN 4.02(2)(d)14, Repeal and Recreate ZN 4.03(1)(c)4, Section ZN 4.03(2)(c)4, Section ZN 4.03(3)(c)4, Section ZN 4.03(4)(c)4, Section ZN 4.03(6)(c)4, Section ZN 4.03(7)(c)4, Section ZN 4.03(8)(c)4, Section ZN 4.03(9)(c)4, Section ZN 4.03(10)(c)3, Section ZN 4.03(11)(c)3, Section ZN 4.03(12)(c)3, Section ZN 4.03(13)(c)3, Section ZN 4.04(1)(c)5, Section ZN 4.04(2)(c)5, Section ZN 4.04(3)(c)5, Section ZN 4.04(4)(c)4, Section ZN 4.04(5)(c)5, Section ZN 4.04(7)(c)5, Section ZN 4.05(1)(c)5, Section ZN 4.05(2)(c)6, Section ZN 4.06(1)(c)4, Section ZN 4.06(2)(c)4, Section ZN 4.07(2)(c)6 and to Repeal Section ZN 4.04(8)(c)25 of the Code of Ordinances of the Village of Somers Relating to Solar Energy Systems

BACKGROUND:

In 2021, the Board reviewed a proposed draft of two ordinances to create a section of our Zoning Ordinance to address solar energy systems. These ordinances were reviewed in response to the increase in proposals for the installation of Solar Energy Systems in Southeastern Wisconsin.

UPDATE:

The Board did not take further action on the proposed ordinances in 2021. Administration feels that it is important that the Village pass an ordinance to create a section of our Zoning Ordinance to address solar energy systems. The Village has seen an increase in firms interested in creating solar farms. In response to the increase in proposals, several local jurisdictions have passed ordinances to set standards for solar energy systems.

COMMENTS:

Administration is bringing back these proposed ordinances for further discussion by the Board. This ordinance is very similar to one that was enacted by Pleasant Prairie in 2021.

ATTACHMENTS:

Proposed Ordinance 2023-030

Proposed Ordinance 2023-031

ORDINANCE NO. 2023-030

AN ORDINANCE TO CREATE SECTION ZN 9.01
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS
RELATING TO SOLAR ENERGY SYSTEMS

The Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereby creates Section ZN 9.01 of the Code of Ordinances of the Village of Somers regarding solar energy systems to read as follows:

ZN 9.01 SOLAR ENERGY SYSTEMS.

(1) PURPOSE AND INTENT.

The Village Board finds the following:

- (a) The purpose of this section is to regulate solar energy systems subject to the provisions and limitations of this section and § 66.0401, Wis. Stats.
- (b) This section is intended to preserve or protect the public health or safety; does not significantly increase the cost of the system or significantly decrease its efficiency; and allows for an alternative system of comparable cost and efficiency.
- (c) This section provides a process for obtaining necessary permits while protecting the interests of Village residents and businesses.

(2) DEFINITIONS.

The definitions set out below shall apply to this section and shall control with respect to solar energy systems in the event of any inconsistency between these definitions and the definitions set forth in this chapter.

- (a) **Solar Energy System.** Equipment that directly converts and then transfers or stores solar energy into usable forms of thermal or electrical energy. A solar energy system is either solar for individual users or a solar farm as defined in this section. A solar energy system includes solar collectors, frames, supports and any mounting hardware, battery storage equipment, converters or invertors.
- (b) **Solar Farm.** A solar energy system that generates enough electricity to serve many customers by wholesale or retail sale and not primarily for consumption on the property on which the system is located. The solar collectors are ground mounted on open land near an existing substation or electric transmission infrastructure.

- (c) Solar Energy System for Individual Users. Solar energy system that generates electricity for the individual property owner, with either building mounted or ground mounted solar collectors, as opposed to a solar farm which generates enough electricity to serve many off-site customers.
- (d) Solar Collector. A device that absorbs solar energy for use in the collector's energy transformation process.

(3) PERMIT REQUIRED.

No person shall construct, repair, replace, install, enlarge, or alter any solar energy system, as defined by this section, unless a valid permit for said system has first been issued pursuant to this section and such permit has neither expired nor been suspended or revoked. If work has commenced or is completed without proper permits, the Village may take the appropriate action to prosecute the violation of this chapter. Please review the other provisions this chapter for additional information related to a zoning permit, including but not limited to preconditions, application requirements, incomplete applications, approval or denial of an application, issuance of a permit, binding nature of application, acceptance of permit conditions, time limits, assignment, inspections required, suspension, revocation or voiding a permit, circularity, plan changes, plans on file, invalid permits and disclaimer.

(4) SOLAR ENERGY SYSTEM FOR INDIVIDUAL USERS STANDARDS.

(a) Building mounted system in any Agricultural, Residential or Upland Conservancy Zoning District shall meet the following requirements:

- 1 The solar energy system shall not extend more than six (6) inches from the original exterior perimeter of a principal or accessory building except as provide in subsection (2) below.
- 2 If the roof pitch is 2/12 or less, then the system shall not extend more than eighteen (18) inches from the original exterior perimeter of the principal or accessory building.
- 3 The solar energy system shall not extend beyond the exterior perimeter of the building roof or wall.
- 4 Any ground mounted battery storage, converter or inverter shall be located inside a building; or located in the side, rear, rear street yards with proper screening as approved by the Village Administrator.
- 5 The Village is not responsible to remove or force the removal of any structures or vegetation on adjacent properties that may exist at the time of installation or may be constructed/installed in the future to block any portion of the solar system.

- (b) Building mounted system in any Business, Manufacturing, Institutional or Park-Recreational Zoning Districts shall meet the following requirements:
- 1 The solar energy system shall not extend more than six (6) inches from the original exterior perimeter of a principal or accessory building to except as provide in subsection (b) below.
 - 2 If the roof pitch is 2/12 or less, then the solar energy system shall not extend to a height that exceeds the height of an existing parapet wall or other screening as approved by the Village Administrator that screens the system from view from the adjacent right-of-way. A sight line plan is required to be submitted for review.
 - 3 The solar energy system shall not extend beyond original exterior perimeter of the principal or accessory building.
 - 4 Any ground mounted battery storage, converter or inverter shall be located inside a building; or located in the side, rear, rear street yards with proper screening as approved by the Village Administrator.
 - 5 The Village is not responsible for the removal or force the removal of any structures or vegetation on adjacent properties that may exist at the time of installation or that may be constructed/installed in the future to block any portion of the solar system.

- (c) Ground mounted system in any district shall meet the following minimum requirements:

- 1 Capacity of the system shall not exceed seven (7) kilowatts in rated capacity for properties that are one (1) acre or less in area.
- 2 Capacity of the system shall not exceed fifteen (15) kilowatts in rated capacity for properties more than one (1) acre.
- 3 Height shall not exceed ten (10) feet when oriented at maximum tilt. The grades that surround the system shall not be artificially elevated to bring in fill as to elevate the system higher than the existing grades on the property.
- 4 Shall not be located within a front street yard or side street yard as measured from the furthest extent of the solar collector at full tilt parallel to the ground.

- 5 Minimum setback requirements as measured from the furthest extent of the solar collector at full tilt parallel to the ground.
 - a Side and Rear: a minimum of twenty-five (25) feet.
 - b Rear Street: a minimum of fifty (50) feet.
 - c Wetland: minimum of ten (10) feet from wetlands on the property.
 - d Shore: minimum of twenty-five (25) feet from the ordinary high water mark of a navigable waterway.
 - 6 Shall not be located within the 100-year floodplain as measured from the furthest extent of the solar collector at full tilt parallel to the ground.
 - 7 Landscaping and or screening will be required to screen the system from adjacent properties and public rights-of-way as approved by the Village Administrator on a case by case basis.
 - 8 All electrical wires associated with the solar energy system, other than wires necessary to connect the system, grounding wires etc. shall be located underground.
 - 9 Shall be installed and securely attached to the ground pursuant to the manufacturer's requirements.
 - 10 Land under and surrounding the system shall be properly manicured and maintained.
 - 11 Any ground mounted battery storage system, converter or inverter shall be located inside a building; or located in the side, rear, rear street yards with proper screening as approved by the Village Administrator.
 - 12 The Village is not responsible to remove or force the removal of any structures or vegetation on adjacent properties that may exist now or that may be constructed/installed in the future to block any portion of the solar energy system.
- (5) A solar farm shall be assessed to the extent required by law.
- (6) A solar farm shall pay as applicable the public utility distribution, license fee, State taxation, and other monetary obligations as and to the extent required by law.

- (7) The Village Administrator shall be notified, in writing, within sixty (60) days of any ownership transfers or sales of a solar farm.
- (8) All solar farms are required to obtain a Village Business License pursuant to this chapter.
- (9) Abandonment, removal and security for removal.
 - (a) Abandonment. When a solar energy system is no longer in operation or producing energy, the owner shall notify the Village Administrator in writing. Any solar energy system that has not operated for a continuous period of twelve (12) months shall be considered abandoned. Time may be extended upon review and approval of the Village Administrator.
 - (b) Removal. It is the expressed policy of the Village and this section that a solar energy system be removed once they are no longer in use and not a functional part of providing the intended energy and the site or building restored as necessary.
 - (c) Security for removal. The owner of a solar farm shall provide to the Village, prior to issuance of a solar farm permit, a performance bond or a surety bond equal to a written estimate to remove the solar farm when the system is no longer in operation. The Village will be named as the obligee in the bond and the Village shall approve the bonding company and the bond format.

(10) **LIMITATIONS UPON AUTHORITY.**

The Village review and action in the matter shall be subject to the limitations imposed by §66.0401, Wis. Stats. In the event the applicant believes the Village has exceeded its authority in this regard, the applicant shall notify the Village and the Village may reconsider the matter. In that event, the applicable permit authority of the Village may modify the requirements of this Section as applied to that application, on a case-by-case basis if, and only to the extent, such modification is necessary to ensure that applicable laws are followed. This section is intended to allow case-by-case consideration of the standards of §66.0401(1m), Wis. Stats., as needed.

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

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer

ORDINANCE NO. 2023-031

AN ORDINANCE TO CREATE SECTION ZN 4.02(2)(d)14,
TO REPEAL AND RECREATE SECTION ZN 4.03(1)(c)4, SECTION ZN 4.03(2)(c)4,
SECTION ZN 4.03(3)(c)4, SECTION ZN 4.03(4)(c)4, SECTION ZN 4.03(6)(c)4,
SECTION ZN 4.03(7)(c)4, SECTION ZN 4.03(8)(c)4, SECTION ZN 4.03(9)(c)4,
SECTION ZN 4.03(10)(c)3, SECTION ZN 4.03(11)(c)3, SECTION ZN 4.03(12)(c)3,
SECTION ZN 4.03(13)(c)3, SECTION ZN 4.04(1)(c)5, SECTION ZN 4.04(2)(c)5,
SECTION ZN 4.04(3)(c)5, SECTION ZN 4.04(4)(c)4, SECTION ZN 4.04(5)(c)5,
SECTION ZN 4.04(7)(c)5, SECTION ZN 4.05(1)(c)5, SECTION ZN 4.05(2)(c)6,
SECTION ZN 4.06(1)(c)4, SECTION ZN 4.06(2)(c)4, SECTION ZN 4.07(2)(c)6
AND TO REPEAL SECTION ZN 4.04(8)(c)25 OF THE CODE OF ORDINANCES
OF THE VILLAGE OF SOMERS RELATING TO SOLAR ENERGY SYSTEMS

The Village Board of Trustees of the Village of Somers, Kenosha County,
Wisconsin, hereby creates Section ZN 4.02(2)(d)14, repeals and recreates Section ZN
4.03(1)(c)4, Section ZN 4.03(2)(c)4, Section ZN 4.03(3)(c)4, Section ZN 4.03(4)(c)4, Section
ZN 4.03(6)(c)4, Section ZN 4.03(7)(c)4, Section ZN 4.03(8)(c)4, Section ZN 4.03(9)(c)4,
Section ZN 4.03(10)(c)3, Section ZN 4.03(11)(c)3, Section ZN 4.03(12)(c)3, Section
ZN 4.03(13)(c)3, Section ZN 4.04(1)(c)5, Section ZN 4.04(2)(c)5, Section ZN 4.04(3)(c)5,
Section ZN 4.04(4)(c)4, Section ZN 4.04(5)(c)5, Section ZN 4.04(7)(c)5, Section
ZN 4.05(1)(c)5, Section ZN 4.05(2)(c)6, Section ZN 4.06(1)(c)4, Section ZN 4.06(2)(c)4,
Section ZN 4.07(2)(c)6 and repeals Section ZN 4.04(8)(c)25 of the Code of Ordinances of the
Village of Somers regarding solar energy systems to read as follows:

**Section ZN 4.02(2)(d)14 relating to conditional uses in A-2 General Agricultural District is hereby
created to read as follows:**

14 Solar energy system

**Section ZN 4.03(1)(c)4 relating to accessory uses in R-1 Rural Residential District is hereby
amended to read as follows:**

4 Solar energy system for individual users per Section ZN 9.01

Section ZN 4.03(2)(c)4 relating to accessory uses in R-2 Suburban Single-Family Resident District is hereby amended to read as follows:

- 4 Solar energy system for individual users per Section ZN 9.01

Section ZN 4.03(3)(c)4 relating to accessory uses in R-3 Urban Single-Family Residential District is hereby amended to read as follows:

- 4 Solar energy system for individual users per Section ZN 9.01

Section ZN 4.03(4)(c)4 relating to accessory uses in R-4 Urban Single-Family Residential District is hereby amended to read as follows:

- 4 Solar energy system for individual users per Section ZN 9.01

Section ZN 4.03(6)(c)4 relating to accessory uses in R-5 Urban Single-Family Residential District is hereby amended to read as follows:

- 4 Solar energy system for individual users per Section ZN 9.01.

Section ZN 4.03(7)(c)4 relating to accessory uses in R-6 Urban Single-Family Residential District is hereby amended to read as follows:

- 4 Solar energy system for individual users per Section ZN 9.01.

Section ZN 4.03(8)(c)4 relating to accessory uses in R-7 Suburban Two-Family and Three-Family Residential District is hereby amended to read as follows:

- 4 Solar energy system for individual users per Section ZN 9.01.

Section ZN 4.03(9)(c)4 relating to accessory uses in R-8 Urban Two-Family Residential District is hereby amended to read as follows:

- 4 Solar energy system for individual users per Section ZN 9.01.

Section ZN 4.03(10)(c)3 relating to accessory uses in R-9 Multiple-Family Residential District is hereby amended to read as follows:

- 3 Solar energy system for each individual user per Section ZN 9.01.

Section ZN 4.03(11)(c)3 relating to accessory uses in R-10 Multiple-Family Residential District is hereby amended to read as follows:

- 3 Solar energy system for each individual user per Section ZN 9.01.

Section ZN 4.03(12)(c)3 relating to accessory uses in R-11 Multiple-Family Residential District is hereby amended to read as follows:

- 3 Solar energy system for each individual user per Section ZN 9.01.

Section ZN 4.03(13)(c)3 relating to accessory uses in R-12 Mobile Home/Manufactured Home Park/Subdivision Residential District is hereby amended to read as follows:

- 3 Solar energy system for each individual user per Section ZN 9.01.

Section ZN 4.04(1)(c)5 relating to accessory uses in B-1 Neighborhood Business District is hereby amended to read as follows:

- 5 Solar energy systems for each individual user (as an accessory use per Section ZN 9.01).

Section ZN 4.04(2)(c)5 relating to accessory uses in B-2 Community Business District is hereby amended to read as follows:

- 5 Solar energy systems for each individual user (as an accessory use per Section ZN 9.01).

Section ZN 4.04(3)(c)5 relating to accessory uses in B-3 Highway Business District is hereby amended to read as follows:

- 5 Solar energy systems for each individual user (as an accessory use per Section ZN 9.01).

Section ZN 4.04(4)(c)4 relating to accessory uses in B-4 Planned Business District is hereby amended to read as follows:

- 4 Solar energy systems for each individual user (as an accessory use per Section ZN 9.01).

Section ZN 4.04(5)(c)5 relating to accessory uses in B-5 Wholesale Trade and Warehousing District is hereby amended to read as follows:

- 5 Solar energy systems for each individual user (as an accessory use per Section ZN 9.01).

Section ZN 4.04(7)(c)5 relating to accessory uses in BP-1 Business Park District is hereby amended to read as follows:

- 5 Solar energy systems for each individual user (as an accessory use per Section ZN 9.01).

Section ZN 4.04(8)(c)25 relating to accessory uses in B-94 Interstate Highway 94 Special Use Business District is hereby revoked:

- 25 reserved

Section ZN 4.05(1)(c)5 relating to accessory uses in M-1 Limited Manufacturing District is hereby amended to read as follows:

- 5 Solar energy system for individual users (as an accessory use per Section ZN 9.01).

Section ZN 4.05(2)(c)6 relating to accessory uses in M-2 Heavy Manufacturing District is hereby amended to read as follows:

- 6 Solar energy system for individual users (as an accessory use per Section ZN 9.01).

Section ZN 4.06(1)(c)4 relating to accessory uses in I-1 Institutional District is hereby amended to read as follows:

- 4 Solar energy system for individual users (as an accessory use per Section ZN 9.01)

Section ZN 4.06(2)(c)4 relating to accessory uses in PR-1 Park-Recreational District is hereby amended to read as follows:

- 4 Solar energy system for individual users (as an accessory use per Section ZN 9.01)

Section ZN 4.07(2)(c)6 relating to accessory uses in C-2 Upland Resource Conservancy District is hereby amended to read as follows:

- 6 Solar energy system for individual users (as an accessory use per Section ZN 9.01)

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

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer



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

WORK SESSION: September 5, 2023

TO: Village President Stoner and Board of Trustees

PREPARED BY: Brandi Baker, Clerk-Treasurer

AGENDA ITEM: #12 Review and Discuss application for Special Event Permit from Palmen Auto Stores for their Employee Family Picnic, at Hawthorn Hollow located at 880 Green Bay Road, Kenosha Wi 53144

BACKGROUND:

Palmen Auto Stores is holding an Employee Family Picnic on October 15, 2023, at Hawthorn Hollow, located at 880 Green Bay Road Kenosha, WI 53144. On August 18, 2023, they submitted their application and fee for a Special Event permit. This is a private event for Palmen employees and their families.

Staff Recommends this be placed on the September 12, 2023, Village Board Meeting for action.

ATTACHMENTS:

Special Event Application

CHECK CONTROL NO. 110045

ISSUED BY: TARA_BERNAL

PALMEN MOTORS OF KENOSHA
Kenosha, Wisconsin 53142

PAGE 1C

INVOICE STOCK NO.	INVOICE DATE	PURCHASE ORDER NO.	COMMENT/V.I.N.	AMOUNT	DISCOUNT/ACCOUNT NO.	NET AMOUNT
	081823	SPECIAL EVENT	PERMIT 10-15-23			75.00
				110045 FALLFEST	5*103D 5*145F	-75.00 75.00
				TOTAL	103D	75.00

DETACH AT PERFORATION BEFORE DEPOSITING CHECK

REMITTANCE ADVICE



5431 75TH Street
Kenosha, WI 53142
262-697-3100 · 1-800-236-9697
www.palmen.com

JPMorgan Chase Bank, N.A.
Milwaukee, WI

110045 12-1/750

DATE
18AUG23

PAY THIS AMOUNT			
*****75	DOLLARS	00	CENTS

AMOUNT OF CHECK
*****75.00

TO THE ORDER OF
VILLAGE OF SOMERS
PO BOX 197
SOMERS WI 53171

NON-NEGOTIABLE

PALMEN MOTORS OF KENOSHA
VOID AFTER 180 DAYS

BY *** NOT NEGOTIABLE ***
BY *****
AUTHORIZED SIGNATURE



OFFICE USE ONLY
DATE FILED: _____
INITIALS: _____

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

Village of Somers Special Event Permit (Single Day)

Fee: \$75

Date(s) of Event: October 15th, 2023
Description of Event: Employee Family Picnic

Licensee Name: Palmen Auto Stores
Corporation, Partnership, or Individual - Must be same name as beer/liquor license (if applicable)

Trade/Event Name: Palmen Employee Family Picnic

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

If Licensee is a Corporation or LLC, list Agent's Full Name: Tara Bernal

List Date of Birth of Agent (If Corporation/LLC) or Individual: 01/25/1982

Address: 348 Old Green Bay Rd, Kenosha WI 53144
Street City State Zip

Phone: 262-705-0520 Email: tbernal@palmen.com
(Correspondence will be via email if address is given)

Driver's License Number: WI B654-8108-2525-01
State Number

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

CHARGE	STATE	DATE	RESULT

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

CHARGE	STATE	DATE

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

CHARGE	STATE	DATE

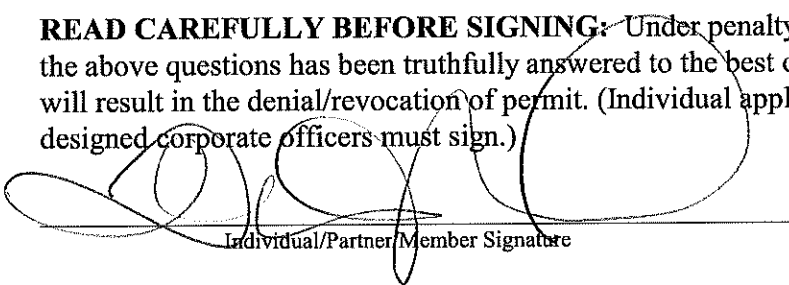
4. Have you ever, while operating a business or engaged in a profession, been convicted of any charges involving unfair trade practices, unethical conduct, or discrimination in any state? Yes No
 If yes, provide: Charge, State, Date Result (Include pending charges).

CHARGE	STATE	DATE	RESULT

5. List the name and address of all employers for which you have worked and/or businesses you have operated in the **past five (5) years**. Palmen Buick GMC Cadillac, Inc, 7110 74th Place, Kenosha WI 53142

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

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


 Individual/Partner/Member Signature

8.18.23
 Date

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

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

SPECIAL EVENT PERMIT: OPERATIONAL AND SECURITY PLAN INFORMATION

Operational Plan

Planned Hours* of Operation:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Hours: 8 am	Hours: 8 am	Hours: 8 am	Hours: 8 am	Hours: 8 am	Hours: 8 am	Hours: 8 am
To 5 pm	To 5 pm	To 5 pm	To 5 pm	To 5 pm	To 9 pm	To 5 pm

*be sure to list AM or PM

Legal occupancy limit for the premises: _____ persons

Attach scale drawing of parking plan: Attachment one is our Concert/Small Event Parking Plan, attachment two is our Art Fair Parking Plan, and attachment three is our Historic Building Emergency Access Plan.

Number of off-street parking spaces used to service the premises: 560 parking spaces

Description of the off-street parking spaces used to service the premises: Hawthorn Hollow has two parking lots on the premises, our Nature Center lot which holds 30 cars, and our Farm/Event lot which holds 25. In addition, we park cars diagonally at least 10 feet off the entrance road for concerts and other medium-sized events. For the art fair, we convert our arboretum meadow into a five-lane grass parking lot which can hold up to 375 cars with the required clearances.

Describe the sound amplification equipment to be used (if any): We use a 16-channel 1000 w Yamaha powered PA system with two 15-inch main speakers and two floor monitor speakers for the artist. For the art fair, we often have a second stage at the nature center with a second PA system donated for the day. Weddings often utilize a hired DJ who provides their own equipment.

Identify any sound mitigation strategies to be implemented: Volume is always kept as low as possible to reduce impact on neighbors and the general public. Wedding DJ's must set up so speakers face north-west, away from our closest neighbors. The amphitheater (concert location) naturally faces away from our neighbors as well. In the past, we have received no complaints from neighbors or the general public about noise levels from our events to the best of our knowledge.

How will orderly appearance and operation of the establishment be maintained in regard to litter and noise?: We provide numerous garbage and recycling receptacles placed throughout the event area, and these are monitored and emptied when needed. Refuse is then deposited in our garbage and recycling dumpsters, which are emptied once a week by our private sanitation vendor. See above for our noise mitigation plan.

Security Plan

Attach scale drawing of elements of Security Plan: See Attachment Four.

Description of clothing to identify security personnel: Security is provided by Hawthorn Hollow staff and a select group of vetted volunteers. All staff wear lanyards with identification cards attached, and volunteers wear a lanyard that states "volunteer". For the Walk in the Woods Art Fair, all staff and volunteers also wear a bright green t-shirt to make identification easier.

Are security personnel employees? If not, provide contact information for outside security firm: Yes, employees and volunteers.

Plan to handle control and clearance of the parking lot and public right-of-ways adjacent to licensed property during hours of operation and at closing time: The use of off-road diagonal parking spaces for the concert series allows for easy parking lot clearance once the event has concluded. For the art fair, we use numerous volunteers to direct and control parking, as well as enforcing one-way lanes throughout the arboretum lot. This, along with plentiful signage (over 20 different signs are used for art fair parking alone) has allowed us to control and clear the lot with ease.

How will the entrance line be managed and controlled: Our main concern is to keep the entrance line off of public roads, specifically Hwy 31. The actual point of entry, where patrons pay or give tickets, is set approximately 300 ft from the roadside, allowing a large number of vehicles to enter without disrupting traffic. If the line becomes too long, we can open up our Farm/Event parking lot as an additional point of entry, allowing more cars to enter. In the unlikely event that there is still a backup, we would forego entrance donation collection and allow cars to enter the event without stopping for tickets or payment, speeding up the process even more.

Will any security personnel be armed? If yes, provide individual names and addresses: No security personnel at Hawthorn Hollow will be armed.

Plan for unruly patrons, intoxicated patrons, and physical disturbances (including fights): If a patron is found to be unruly or seems to be causing a disturbance, they will be escorted by two security personnel to their vehicle and told to leave the premises (if they don't appear to be intoxicated or a threat to themselves or others). If a fight occurs, all parties will be separated and escorted off the property (again, if not intoxicated or a perceived threat). Patrons who appear to be intoxicated or unruly will not be served any alcohol, and if no other option is available, law enforcement will be asked to intervene. In over 30 years of events at Hawthorn Hollow, law enforcement has never had to intervene in any disturbance with our patrons.

Underage drinking and fake ID plan: When serving alcoholic beverages, we utilize a mandatory ID check and wristband policy for all purchasers. We will not sell any alcoholic beverages to anyone without a wristband (which indicates their ID has been checked and accepted), and we will confiscate any alcoholic beverages in the possession of anyone without a wristband. If an ID is found to be fraudulent, it will be confiscated and turned over to the proper authorities.

Provide the first and last name of all management personnel:

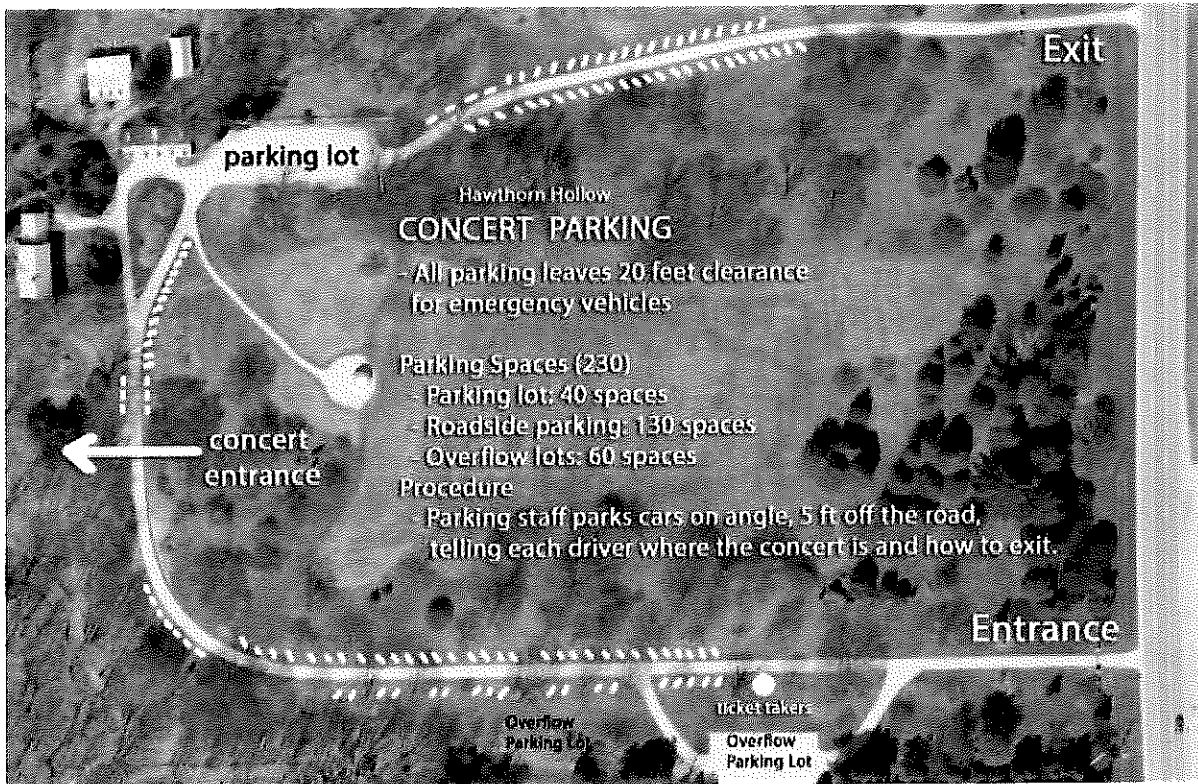
- Timothy J. Leveque, Executive Director
- Dr. William Parker, Observatory Director
- Emily Leonard, Ecologist
- Kailyn Palomares, Naturalist & Education Coordinator
- Laura Smith, Marketing & Rental Coordinator
- Chad Jocius, Observatory & Maintenance Manager
- Jeremy W. Haag, Event & Administrative Coordinator

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

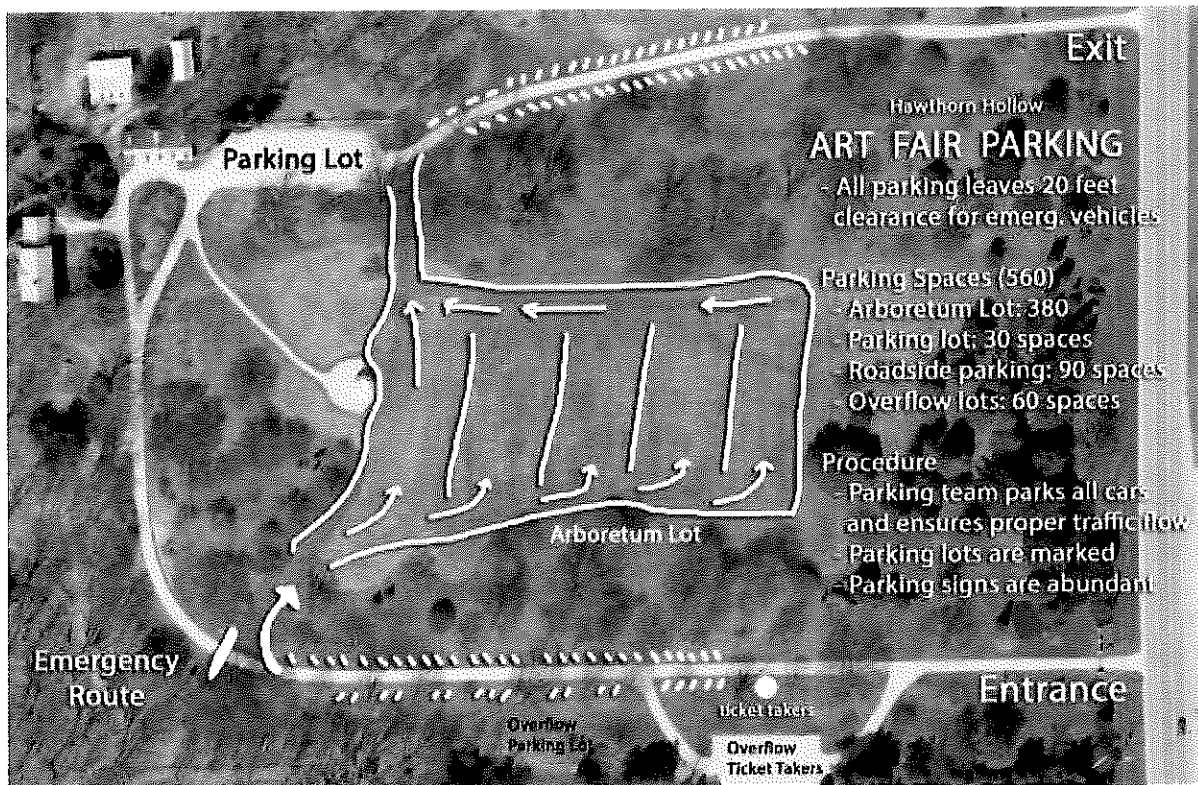
Individual/Partner/Member Signature

Date

Attachment One: Concert/Small Event Parking Plan



Attachment Two: Art Fair Parking Plan



Attachment Three: Historic Buildings Emergency Access Plan



Attachment Four: Gates & Camera Locations



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

**Village Board Meeting
Tentative Agenda
Tuesday, September 12, 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 August 22, 2023 Vouchers dated August 24, 2023, August 28, 2023, August 31, 2023, and September 7, 2023
4	Correspondence:
5	Citizens Comments
6	President and Trustee Comments
7	Action on proposed Third Amendment to the Developer’s Agreement Between the Village of Somers and Golden Oil Co., Inc. and Somers USA, LLC
8	Action on bids received for Offsite Public Utility Plans for Bobcat Plus Improvement Project
9	Action on proposed Resolution 2023-014, A Resolution regarding Reservations made for the Veterans Park Pavilion
10	Action on proposed Ordinance 2023-029, relating to Veterans Park Pavilion
11	Action on proposed Ordinance 2023-030, An Ordinance to Create Section ZN 9.01 of the Code of Ordinances of the Village of Somers Relating to Solar Energy Systems
12	Action on proposed Ordinance 2023-031, An Ordinance to Create Section ZN 4.02(2)(d)14, Repeal and Recreate ZN 4.03(1)(c)4, Section ZN 4.03(2)(c)4, Section ZN 4.03(3)(c)4, Section ZN 4.03(4)(c)4, Section ZN 4.03(6)(c)4, Section ZN 4.03(7)(c)4, Section ZN 4.03(8)(c)4, Section ZN 4.03(9)(c)4, Section ZN 4.03(10)(c)3, Section ZN 4.03(11)(c)3, Section ZN 4.03(12)(c)3, Section ZN 4.03(13)(c)3, Section ZN 4.04(1)(c)5, Section ZN 4.04(2)(c)5, Section ZN 4.04(3)(c)5, Section ZN 4.04(4)(c)4, Section ZN 4.04(5)(c)5, Section ZN 4.04(7)(c)5, Section ZN 4.05(1)(c)5,

	Section ZN 4.05(2)(c)6, Section ZN 4.06(1)(c)4, Section ZN 4.06(2)(c)4, Section ZN 4.07(2)(c)6 and to Repeal Section ZN 4.04(8)(c)25 of the Code of Ordinances of the Village of Somers Relating to Solar Energy Systems
13	Action on application for Special Event Permit from Palmen Auto Stores for their Employee Family Picnic, at Hawthorn Hollow located at 880 Green Bay Road, Kenosha Wi 53144 view and Discuss application for Special Event Permit from Palmen Motors for their Employee Company Picnic on October 15, 2023
14	Approval of Operator's Licenses: Kevin Shute, Heather Rich, Gianna Hunt, And Madelyn McGuire
15	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the September 12, 2023, Village Board Meeting & Tentative Agenda in 1 public place & on the Village website.

Dated this 1st day of September 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**