Village of Somers
7511 12th Street
Somers, WI 53171

Village Board Meeting
Agenda
Tuesday, April 23rd, 2024
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 April 9th, 2024, Vouchers dated April 11th, 2024 and April 18th, 2024
4	Correspondence:
5	Citizens Comments
6	President and Trustee Comments
7	Action on Plan Commission Recommendations (Tropical Smoothie Café): a. Request by RCG Somers LLC, 3060 Peachtree Rd NW Ste 400, Atlanta GA 30305 (owner); Steven Kolber, Kolbrook Design, Inc. (Agent), for approval of a Conditional Use Permit for outside dining in the B-4 Planned Business Dist., on Tax Parcel #82-4-222-271-0309, located in the NE ¼ Section 27, T2 N, R22 E, Village of Somers. *(For informational purposes only, this property is located on Market Ln. South of the Firestone Complete Auto Care.)* b. Request by RCG Somers LLC, 3060 Peachtree Rd NW Ste 400, Atlanta GA 30305 (Owner); Steven Kolber, Kolbrook Design, Inc. (Agent), for approval of site plan review & exterior fenestration review on Tax Parcel #82-4-222-271-0309, located in the NE ¼ Section 27, T2 N, R22 E, Village of Somers. *(For informational purposes only, this property is located on Market Ln. South of the Firestone Complete Auto Care.)* c. Action on Execution of a Developer's Agreement between the Village of Somers and Somers Venture, LLC

Original Post Date: April 19th, 2024

8	Action on Discuss Plan Commission Recommendations (Shoreland): a. Request by Shoreland Lutheran High School Federation, Inc., 9026 12th St., Kenosha, WI 53144, (Owner), for approval of an amendment to the land use plan map for the Village of Somers (Map 80) as adopted in the Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035 from "Medium-Density Residential", “Governmental and Institutional”, “Other Conservancy Land to be Preserved”, “Nonfarmed Wetland”, and “Surface Water” to “Governmental and Institutional”, “Other Conservancy Land to be Preserved”, “Nonfarmed Wetland”, and “Surface Water” on Tax Parcel #s 82-4-222-084-0272 and 82-4-222-084-0262, located in the SE 1/4 of Section 8, T2N, R22E, Village of Somers b. Request by Shoreland Lutheran High School Federation, Inc., 9026 12th St., Kenosha, WI 53144, (Owner), for a rezoning from I-1 Institutional Dist., A-4 Agricultural Land Holding Dist., and R-3 Urban Single-Family Residential Dist. to I-1 Institutional Dist., on Tax Parcel #s 82-4-222-084-0272 and 82-4-222-084-0262, located in the SE 1/4 of Section 8, T2N, R22E, Village of Somers. c. Request by Shoreland Lutheran High School Federation, Inc., 9026 12th St., Kenosha, WI 53144, (Owner), for approval of a Certified Survey Map (undated Certified Survey Map by Ryan Wilgreen of Excel Engineering, Inc.) to reconfigure two (2) existing tax parcels into one (1) tax parcel, on Tax Parcel #s 82-4-222-084-0272 and 82-4-222-084-0262, located in the SE 1/4 of Section 8, T2N, R22E, Village of Somers. d. Action on Execution of a Developer’s Agreement between the Village of Somers and Shoreland Lutheran High School Federation, Inc.
9	Discussion and Action on request for approval of a Recurring Special Event Application from the J. Smith Farms, Inc. (Jerry Smith Farm) located at 7150 18th Street.
10	Discussion and Action on request for approval of a Recurring Special Event Application from the Petrifying Springs Beer Garden LLC located at Petrifying Springs Biergarten Pavilion #1 7th Street
11	Discussion and Action on request for approval of a Recurring Special Event Application from the Hyslop Foundation, Inc. (Hawthorn Hollow Nature Sanctuary & Arboretum) located at 880 Green Bay Road
12	Discussion and possible action on request for final payment from Payne and Dolan in the amount of $98,519.38 for the 2023 Roadway Improvements Program (Somers Estates)

13	Action on re-tabling Operator's License for Jason A. Peters and Erin Willoughby
14	Action on Operator's License for Jason A. Peters
15	Action on Operator's License for Erin Willoughby
16	Action on Operator's Licenses: Aldridge Rucker, Riley Edquist, Jennifer Epley, Benjamin Worley, Christine Zimmer, Desiree Vasquez, Charita Martin and Susan M Raczka.
17	Action on proposed Clerk/Treasure Employment Agreement with Wendy Burnette, term ending April 29, 2026
18	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the April 23rd Village Board Meeting & Agenda in 1 public place & on the Village website.

Dated this 19th day of April 2024 Samone Naylor, Deputy 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.**

Original Post Date: April 19th, 2024

Village of Somers

Proceedings from the Village Board Meeting April 9th, 2024

President Stoner called the meeting to order at 5:34 p.m. Pledge of Allegiance recited.

Present: Trustees Joe Smith, Ben Harbach, Karl Ostby, Jackie Nelson, Scott Fredrick, Jack Aupperle

Consent and Approval of Minutes of Regular meetings

Trustee Smith moved to approve, Trustee Harbach seconded. 7-0, motion passed.

Correspondence

None

Citizens Comments

Gregg Sinnen commented regarding on the Fire Dept study

President and Trustee Comments

President Stoner spoke regarding Plan Commission meeting

Plan Commission Recommendation

Trustee Nelson motioned to approve request by Hyslop Foundation, Trustee Ostby seconded. 7-0, motion passed.

Action on Re-Appointment of Jami Grams to the Board of Fire Commissioners

Trustee Harbach motioned to approve, Trustee Fredrick seconded. 7-0, motion passed.

Action on proposals for painting the W wing of the Village/Town Hall and fix cracks

Trustee Harbach motioned to approve, Trustee Ostby seconded. 7-0, motion passed.

Discussion and possible action on request for final payment request from Musson Brothers

Trustee Harbach motioned to approve, Trustee Fredrick seconded. 7-0, motion passed.

Approval of Operator Licenses – Jason A. Peters, Erin Willoughby

Trustee Aupperle motioned to table, Trustee Fredrick seconded. 7-0, motion passed.

Adjourn

Trustee Harbach motioned to adjourn at 5:53, Trustee Nelson seconded. 7-0, motion passed.

Drafted April 10th, 2024 by Angela Lasecki.

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

CHECK REGISTER FOR VILLAGE OF SOMERS
CHECK DATE FROM 04/11/2024 - 04/11/2024

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
04/11/2024	POOL	63234	ALLHANDS	ALL HANDS FIRE EQUIPMENT LLC	595.71
04/11/2024	POOL	63235	AT&TMOB	AT&T MOBILITY	406.12
04/11/2024	POOL	63236	BTSC001	BOND TRUST SERVICES CORP	2,000.00
04/11/2024	POOL	63237	BAKER	BRANDI BAKER	150.00
04/11/2024	POOL	63238	CENTURYL	CENTURYLINK	20.16
04/11/2024	POOL	63239	CORE	CORE & MAIN LP	132.25
04/11/2024	POOL	63240	DAV001	DAVISON LAW OFFICE, LTD	9,134.69
04/11/2024	POOL	63241	KMCC001	FROEDTERT SOUTH	68.00
04/11/2024	POOL	63242	UHS001	FROEDTERT SOUTH INC	419.25
04/11/2024	POOL	63243	GALLS	GALLS LLC	82.00
04/11/2024	POOL	63244	JCLICHT	JC LICHT LLC	103.92
04/11/2024	POOL	63245	JOHNS	JOHNS DISPOSAL SERVICE INC	65,585.80
04/11/2024	POOL	63246	LAWEVANS	LAW OFFICE OF TIMOTHY R EVANS	2,687.50
04/11/2024	POOL	63247	LIC001	LINCOLN CONTRACTORS SUPPLY INC	190.99
04/11/2024	POOL	63248	MCDEVITTS	MCDEVITTS TOWING & REPAIR	127.02
04/11/2024	POOL	63249	MUSSON	MUSSON BROTHERS INC	98,478.79
04/11/2024	POOL	63250	NAP001	NAPA AUTO PARTS	24.98
04/11/2024	POOL	63251	SOUTHPORT	SOUTHPORT ENGINEERED SYSTEMS	1,983.40
04/11/2024	POOL	63252	STAPLEAD	STAPLES	167.27
04/11/2024	POOL	63253	THELETTER	THE LETTERING MACHINE	1,204.50
04/11/2024	POOL	63254	ULINE	ULINE	158.12
04/11/2024	POOL	63255	WEE002	WE ENERGIES	1,944.30
04/11/2024	POOL	63256	WIL002	WIL-KIL PEST CONTROL	52.70

POOL TOTALS:

Total of 23 Checks:	185,717.47
Less 0 Void Checks:	0.00
Total of 23 Disbursements:	185,717.47

CHECK REGISTER FOR VILLAGE OF SOMERS
CHECK DATE FROM 04/18/2024 - 04/18/2024

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
04/18/2024	POOL	195(E)	SAMSMC	SAM'S CLUB MC/SYNCB	1,644.38
04/18/2024	POOL	63263	HOP001	ANDREA & ORENDORFF LLP	5,172.80
04/18/2024	POOL	63264	BAXTER	BAXTER & WOODMAN	14,552.50
04/18/2024	POOL	63265	SPECTRUM	CHARTER COMMUNICATIONS	139.98
04/18/2024	POOL	63266	DWD002	D.W. DAVIES & CO INC	63.85
04/18/2024	POOL	63267	EUROFINS	EUROFINS EATON ANALYTICAL LLC	222.95
04/18/2024	POOL	63268	FAS001	FASTENAL COMPANY	15.54
04/18/2024	POOL	63269	UHS001	FROEDTERT SOUTH INC	454.00
04/18/2024	POOL	63270	KCSHERIF	KENOSHA CO SHERIFF DEPT	67,098.05
04/18/2024	POOL	63271	LAKESGAS	LAKES GAS CO	21.80
04/18/2024	POOL	63272	MEN002	MENARDS - KENOSHA	1.36
04/18/2024	POOL	63273	MEN001	MENARDS - RACINE	548.21
04/18/2024	POOL	63274	NAP001	NAPA AUTO PARTS	69.95
04/18/2024	POOL	63275	OPTIMAL	OPTIMAL IMAGING SUPPLIES LLC	1,103.52
04/18/2024	POOL	63276	QUADIENT	QUADIENT FINANCE USA INC	1,008.05
04/18/2024	POOL	63277	QUADIENTLE	QUADIENT LEASING USA INC	214.68
04/18/2024	POOL	63278	R&RINS	R & R INSURANCE SERVICES INC	19,364.00
04/18/2024	POOL	63279	RICOHUSA	RICOH USA, INC	193.43
04/18/2024	POOL	63280	SBS001	SAFEGUARD BUSINESS SYSTEMS	103.30
04/18/2024	POOL	63281	SEYMOUR	SCOTT SEYMOUR	272.38
04/18/2024	POOL	63282	STAPLEAD	STAPLES	211.34
04/18/2024	POOL	63283	STRAND	STRAND ASSOCIATES INC	960.00
04/18/2024	POOL	63284	THELETTER	THE LETTERING MACHINE	230.50
04/18/2024	POOL	63285	WEE001	WE ENERGIES	821.29
04/18/2024	POOL	63286	WEE001	WE ENERGIES	191.56
04/18/2024	POOL	63287	WEE001	WE ENERGIES	9,059.26

POOL TOTALS:

Total of 26 Checks:	123,738.68
Less 0 Void Checks:	0.00
Total of 26 Disbursements:	123,738.68

Established 1843
Somers
VILLAGE & TOWN
www.somers.org
P.O. Box 197, Somers, WI 53171 • PH: (262) 859-2822 • FAX: (262) 859-2331

VILLAGE OF SOMERS
VILLAGE BOARD
MEETING ITEM MEMORANDUM

MEETING DATE: April 23rd, 2024

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #7 Action on Plan Commission Recommendations (Tropical Smoothie Café):

a. Request by RCG Somers LLC, 3060 Peachtree Rd NW Ste 400, Atlanta GA 30305 (owner); Steven Kolber, Kolbrook Design, Inc. (Agent), for approval of a Conditional Use Permit for outside dining in the B-4 Planned Business Dist., on Tax Parcel #82-4-222-271-0309, located in the NE ¼ Section 27, T2 N, R22 E, Village of Somers. *(For informational purposes only, this property is located on Market Ln. South of the Firestone Complete Auto Care.)*

b. Request by RCG Somers LLC, 3060 Peachtree Rd NW Ste 400, Atlanta GA 30305 (Owner); Steven Kolber, Kolbrook Design, Inc. (Agent), for approval of site plan review & exterior fenestration review on Tax Parcel #82-4-222-271-0309, located in the NE ¼ Section 27, T2 N, R22 E, Village of Somers. *(For informational purposes only, this property is located on Market Ln. South of the Firestone Complete Auto Care.)*

c. Action on Execution of a Developer's Agreement between the Village of Somers and Somers Venture, LLC.

BACKGROUND:

Staff met with Salem Najjar of the SERVE Hospitality Group in the fall of 2023. Kolhbrook Design (herein referred to as the Applicant) has served as Mr. Najjars agent in the design of the building. The Applicant wishes to bring a new commercial building to the Market Square area. The proposal is for a multi-tenant building, with a Tropical Smoothie Café as the anchor tenant. https://www.tropicalsmoothiecafe.com/

The project is due south of the Firestone building. As a part of this process the Applicant has submitted applications for a Conditional Use Permit, and Site Approval. The Conditional Use Permit requested is to allow for an outdoor seating area for the Tropical Smoothie Café. The outdoor area would consist of one table. The hours of operation for the business would be 7 a.m. to 9 p.m. The current zoning on the Parcel is B4. No zoning changes have been requested.

PRIOR ACTION TAKEN:

Plan Commission heard these requests on April 8th and held the necessary public hearing for the Conditional Use Permit. The Plan Commission approved conditional use permit for outdoor dining (7-0) and the site plan (7-0). The Plan Commission only request was that parking on the northernly portion of the property be available for employee parking.

The Board reviewed this project at our April 9th Work Session. Trustee Nelson brought up a concern about the flow of parking and requested that signage be placed at the southern entrance to direct traffic. She also requested that the trash enclosure have a metal door as opposed to a wooden one. Administrator Peters spoke with the Developer and he confirmed that they will have the signage requested and the enclosure door will be metal. Trustee Nelson also requested that, if possible, Somers be worked into signage on the building. They stated that they would try to work Somers into the signage.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Kenosha County Planning has reviewed the application and materials submitted and recommends approval with several conditions. Baxter Woodman's comments are attached. The Applicant will need to update the attached plans based on the before-mentioned comments. Attorney Davison has provided a draft of the Conditional Use Permit. At the time of this memo, the Development Agreement is still in working form. A draft will be provided before Tuesday's Board Meeting. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

7a

"Motion to approve request by RCG Somers LLC, 3060 Peachtree Rd NW Ste 400, Atlanta GA 30305 (owner); Steven Kolber, Kolbrook Design, Inc. (Agent), for approval of a Conditional Use Permit for outside dining in the B-4 Planned Business Dist., on Tax Parcel #82-4-222-271-0309, located in the NE ¼ Section 27, T2 N, R22 E, Village of Somers, subject to the following conditions:

1. *Subject to conditions as listed in Planning Memo dated March 22nd,2024*

2. *Subject to final plans being reviewed and approved by Village Planning;*

3. *Subject to conditions as listed in Village Engineer Memo dated April 15th, 2024;*

4. *Subject to final plans being reviewed and approved by Village Engineer; and*

5. *Execution of a Developer's Agreement between the Village of Somers and Somers Venture, LLC."*

7b

"Motion to approve request by RCG Somers LLC, 3060 Peachtree Rd NW Ste 400, Atlanta GA 30305 (Owner); Steven Kolber, Kolbrook Design, Inc. (Agent), for approval of site plan review & exterior fenestration review on Tax Parcel #82-4-222-271-0309, located in the NE ¼ Section 27, T2 N, R22 E, Village of Somers, subject to the following conditions:

1. *Subject to conditions as listed in Planning Memo dated March 22nd, 2024;*

2. *Subject to final plans being reviewed and approved by Village Planning;*

3. *Subject to conditions as listed in Village Engineer Memo dated April 15th, 2024;*

4. *Subject to final plans being reviewed and approved by Village Engineer; and*

5. *Execution of a Developer's Agreement between the Village of Somers and Somers Venture, LLC."*

7c

"Motion to approve Execution of a Developer's Agreement between the Village of Somers and Somers Venture, LLC, subject the following conditions;

1. *Subject to final plans being reviewed and approved by Village Planning; and*

2. *Subject to final plans being reviewed and approved by Village Engineer."*

ATTACHMENTS:

Planning and Zoning Memo to Plan Commission dated March 22nd, 2024

Engineering Comments dated April 15th, 2024

Plan Commission Minutes – Highlighted

Owner's Authorization

Conditional Use Permit Application

Site Plan & Exterior Fenestration

Conditional Use Permit

COUNTY OF KENOSHA

Division of Planning & Development

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

TO:	**Village of Somers Plan Commission**
FROM:	**Luke Godshall, Kenosha County Planning & Development**
APPLN DATE:	**02-23-24**
RPT DATE:	**03-22-24**
MTG DATE:	**04-08-24**
RE:	**Tropical Smoothie Cafe**

BACKGROUND:

1. Petitioner/Agent: Steven Kolber, Kolbrook Design, Inc.
2. Property Owner: RCG SOMERS LLC
3. Location/Address: Lot 9, Somers Market Center subdivision
4. Tax key Number(s): 82-4-222-271-0309
5. Area: 2.12 acres
6. Existing Zoning: B-4 Planned Business District w/ PUD Planned Unit Development Overlay District
7. Proposed Zoning: no change proposed

OVERVIEW:
The Petitioner proposes to develop tax parcel # 82-4-222-271-0309 (Lot 9 of Somers Market Center) with a 5,130 sq. ft. multi-tenant building for a Tropical Smoothie Café and two additional tenants, with a drive through and outside dining area. A Conditional Use Permit is being sought by the Petitioner to allow a small outside dining area.

PLANNER COMMENTS:
The proposed building meets all required minimum setbacks from lot lines and public street rights-of-way, and at a proposed 23 feet in height is well under the 35 foot height maximum.

The site is proposed to be accessed at its northwest corner via an existing access easement that was established with the Somers Market Center plat, which also serves Lots 7 and 8. An additional access point into the site is shown at the southwest portion of the site which will also eventually serve as a shared access with the parcel to the south (parcel # 82-4-222-271-0110) once developed.

Based on Tropical Smoothie Café's 1,770 sq. ft. of tenant area, the zoning ordinance requires 1 parking space per 50 sq. ft. (35 spaces), plus one space for each employee on the largest work shift (4), for a total of 39 required spaces. The submitted site plan provides for 55 parking spaces. This leaves 16 spaces available for the remaining 2 building tenants. As such, the Petitioner will need to market the remaining tenant spaces (each shown to be 1680 sq. ft.) to uses which require less parking demand such as retail stores (1 space per 200 sq. ft.), medical/dental offices (1 space per 250 sq. ft.), or professional offices (1 space per 400 sq. ft.).

The submitted plans also provide for adequate stacking capacity of at least 8 vehicles leading up to the drive-through. Parking spaces are shown on the plans as being 9' x 18' in size (9'x18' required by ordinance) and 24' wide drive aisle requirement between 90° parking spaces is being met as well.

One area of the site plan that will require a revision is along the northern lot line, where the row of parking spaces appears to be closer than 10' from the lot line, which is the minimum setback requirement for parking or paved areas. It may be possible to reduce the aisle width in that area of the site plan from 24' by angling the parking spaces and making it a one-way aisle. The Village ordinance does allow an aisle width of 18' for 60° parking spaces.

The proposed outside dining area for Tropical Smoothie Café is located off the northeast portion of the building and is approximately 370 sq. ft. in area. The Petitioner has indicated to staff that one table would be located on the outside dining patio.

The submitted landscape plan provides for a diverse mixture of deciduous & evergreen trees, shrubs, and ornamental grasses and generally conforms to Village zoning ordinance requirements. One area of the landscaping plan that should be updated however is along the east, west and south sides of the trash dumpster enclosure where there are no plantings shown. Section 18.32(D)(22)(d)(iii) of the Village code requires trash dumpster enclosures to be surrounded by coniferous shrubs or trees. The landscaping plan should be revised to include coniferous shrubs or trees surrounding the trash enclosure.

The site plan shows the trash enclosure to be located at the southern portion of the site and allows enough space for 1 trash dumpster per tenant. It is shown to be surrounded by a concrete curb and enclosed with treated wood plank fencing of approximately 7.5' in height. This meets Village code requirement of being screened with fencing of decorative wood or masonry six feet in height.

The submitted photometric lighting plan generally complies with the Village ordinance standard of light intensity not exceeding 0.5 foot-candles at property lines, except for some values along the northern and southern lot lines which exceed the intensity standard. The photometric plan shall be revised to adjust intensities in these areas to meet the requirement. All proposed lighting fixtures (ground and building-mounted) shall be full cut-off type fixtures.

This project will require approval from the City of Kenosha for an Airport Site Plan review, as the property is located within one the City's air zones.

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

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

1. The Conditional Use Permit for outside dining shall be subject to the following:
    a. Subject to the application received by the office of Planning & Development on February 23, 2024, along with associated site plans which includes an approximately 370 sq. ft. outdoor patio dining area at the northeast corner of the proposed building.

    b. There shall be no outside amplified music speakers or live music.

c. Hours of operation of the outside dining area to be determined by the Board and incorporated into final Developer's Agreement.

Note: The submitted application indicates business hours of operation from 7am to 9pm.

d. It is the responsibility of the applicant to assure and guarantee that the above conditions are fully complied with. This includes, but is not necessarily limited to, meeting conditions established herein, providing any applicable letters of credit, providing and following approved plans, obtaining permits prior to construction, making improvements, participating in coordination meetings with governmental officials, following established time frames, meeting deadlines, and providing additional information where deemed necessary. Any unauthorized deviation from the approved plans and conditions shall result in the issuance of a citation and/or applicable stop work order by the Village of Somers or other applicable agencies until the conditional use permit is brought back into compliance. Continued violation of the conditions as set forth herein shall result in a recommendation for revocation of the Conditional Use Permit.

e. Any substantial change or expansion of the submitted plan of operation, i.e., expansion of the proposed outside dining area or addition of new outside dining areas, shall require the applicant to reapply for a Conditional Use Permit to the Village of Somers for its review and approval.

f. If property ownership and/or tenant shall happen to change then it shall be the responsibility of the person(s) that signed these conditions to notify new owner and/or tenant of all above stated conditions of approval.

g. It is the total responsibility of the petitioner to assure and guarantee that the above stated conditions are fully complied with. Any deviation from the approved plans and conditions shall result in the issuance of a citation and associated stop work order until the project is brought back into compliance. Continuance of the project shall result in a recommendation for revocation of the Conditional Use Permit.

2. Subject to submitting a revised site plan which shows the paved parking area along the north lot line meeting the required minimum 10' setback from side lot line.
3. Subject to a submitting a revised landscaping plan to include coniferous shrubs or trees surrounding the trash enclosure.
4. Subject to a submitting a revised photometric plan which shows lighting intensity not exceeding 0.5 footcandles at property lines.
5. Subject to final review and approval by the Village of Somers engineer.
6. Subject to approval of an Airport Site Plan Review by the City of Kenosha.
7. Subject to approval by the Somers Fire & Rescue Department.
8. Subject to a Kenosha County zoning permit being issued for any proposed structures including principal buildings, signage, fences, etc.
9. Subject to implementation of a Developer's Agreement between the Petitioner and the Village of Somers.

BAXTER & WOODMAN
Consulting Engineers
256 South Pine Street, Burlington, WI 53105 • 262.763.7834 • baxterwoodman.com

April 15, 2024

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

Vial Email: jpeters@somers.org

Subject: Market Center – Tropical Smoothie – Site Plan Review

Dear Jason,

As requested, we reviewed the attached engineering plan and site lighting plans for the subject project.

We recommend resubmittal based on the following comments:

- Verify that the property to the south will have future access to Market Lane. The subject property currently extends south along this property's frontage.
- Verify what improvements are acceptable within the Wisconsin Electric Power Company transmission line easement.
- Modify the photometric plan to meet the lighting ordinance; the plan indicates that 0.5 footcandles is exceeded at the north and south property lines.
- Verify the proposed impervious area percentage is at or below the allowable for the regional stormwater treatment.
- Provide a grading plan.
- Provide a utility plan.
- Show the existing driveway on the north property line. The proposed parking area and driveway appear to conflict with the existing driveway.
- Provide a minimum 10' parking lot setback from the property lines.
- Connect the south driveway curb line to the existing Market Lane curb.
- Relocate the existing fire hydrant will need to be relocated based on the proposed driveway location.

Our review did not include in depth field verification of existing conditions, elevations, grades and/or topography as shown on the plans. The developer and their consultants have the ultimate responsibility for the correct representation of existing field conditions, as well as providing a design that complies with Village Ordinances and Standards.

Please call if you have any questions.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Brett D. Biwer

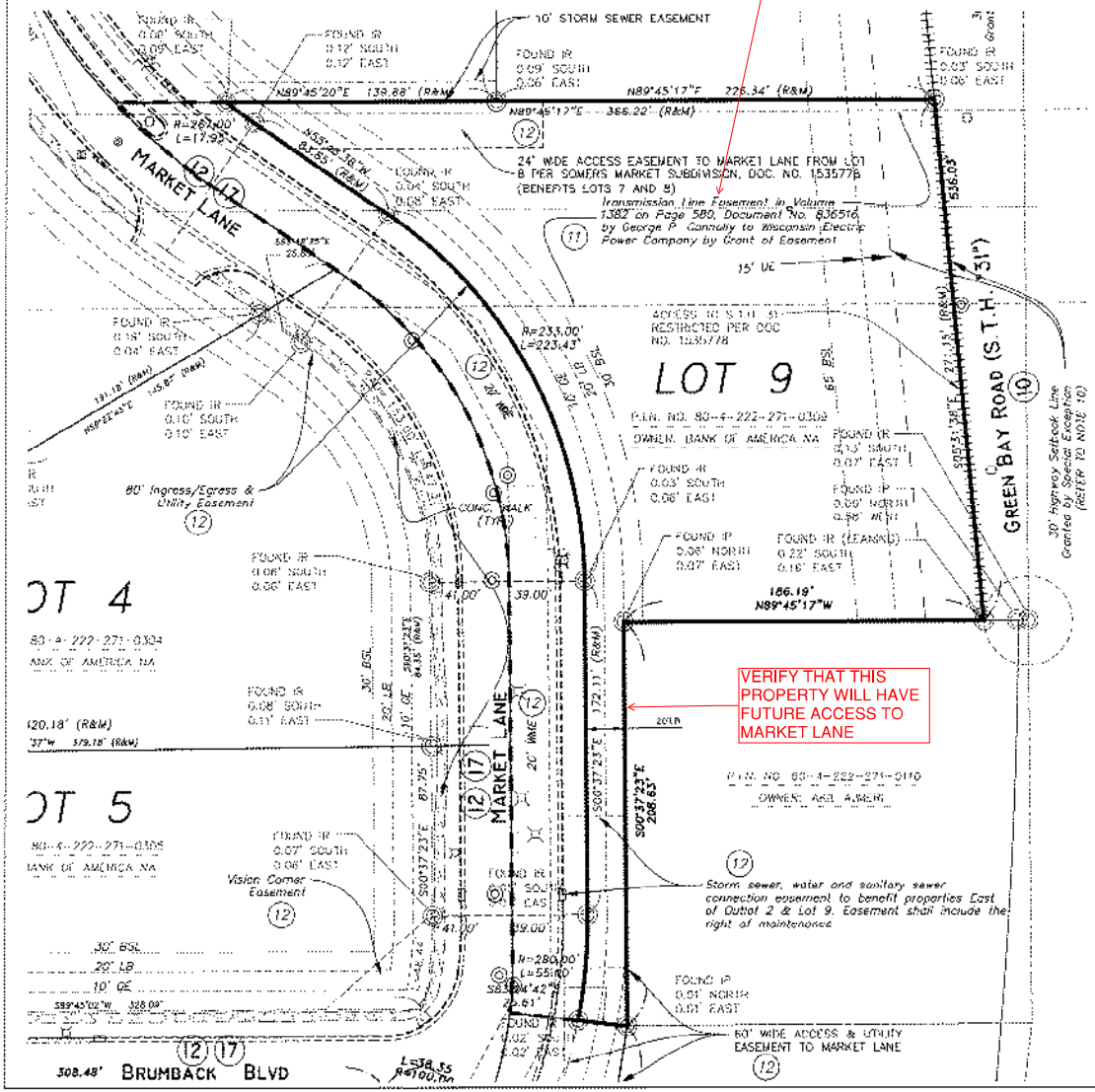
Brett D. Biwer, P.E.

BDB/jmc

C/email: Kevin Poirier, Assistant
Steven Kolber, Kolbrook Design, Inc.
Luke Godshall, Kenosha County
Doug Snyder, Baxter & Woodman

P:\SOMEV\2400797-Tropical Smoothie\00-General Municipal\2024-04-15 Review\Approval Recommendation.docx

VERIFY WHAT IMPROVEMENTS ARE ACCEPTABLE WITHIN THE WISCONSIN ELECTRIC POWER COMPANY TRANSMISSION LINE EASEMENT.



ALTA/ACSM LAND TITLE SURVEY

LEGAL DESCRIPTION

LOT 9, SOMERS MARKET CENTER SUBDIVISION, RECORDED AS DOCUMENT NUMBER 1535778, DATED OCTOBER 10th 2007, IN THE REGISTER OF DEEDS OFFICE, KENOSHA COUNTY, KENOSHA WISCONSIN, BEING A PART OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER, AND PART OF THE NORTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWN 2 NORTH, RANGE 22 EAST, LYING AND BEING IN THE TOWN OF SOMERS, KENOSHA COUNTY, STATE OF WISCONSIN.

TAX KEY NO. 80-4-222-271-0309

TOTAL AREA = 2.12 AC. (GROSS)
1.62 AC. (NET)

NET AREA = GROSS AREA MINUS THAT PART DEDICATED FOR PRIVATE STREET EASEMENT

SURVEYOR'S CERTIFICATE:

TO: BCG-Somers, LLC, a Georgia limited liability company, State Bank and Trust Company; and Chicago Title Insurance Company.

This is to certify that this map or plat and the survey on which it is based was made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6A, 7A, 8, 9, 10A, 11A, 13, 14, 16, 17, and 21 from table A thereof. The field work was completed on November 17, 2014

No part of the subject land is located in a 100-year Flood hazard area as referenced by the Flood Insurance Rate Map for Kenosha County, Panel No. 55059-0194 D with an Effective Date of July 18, 2012.

Zoning is B-4 with P.U.D.

DATE: 12-19-14

SIGNED: Theodore E. Morrill PLS-52328

THEODORE E. MORRILL S-2328 WAUKEGAN, IL WISCONSIN LAND SURVEYOR

SURVEYOR'S NOTES:

THIS SURVEY IS BASED ON THE TITLE COMMITMENT PREPARED BY CHICAGO TITLE INSURANCE COMPANY, WITH No.: 21401570, Commitment No.: 47-1849, Effective Date: December 8, 2014

SCHEDULE B – SECTION II EXCEPTIONS

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in public records or attaching subsequent to the effective date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

8. Any encroachments, encumbrance, violation, variation, or adverse circumstance affecting the lot would be disclosed by an accurate and complete land survey of the Land.

7. Easements or claims of easements not shown by the public records. -None observed

8. Any claim of adverse possession or prescriptive easement. -None Observed

10. Access limitations and restrictions contained in favor of Damages recorded as Document No. 608371. (The whole abutting Right-of-Way of Green Bay Road adjacent to lots 8 through 14 are monumented)

11. Utility Easement Granted to Wisconsin Electric Power Company recorded as Document No. 836516, as assigned by Easement Assignment recorded as Document No. 1207298 Partial release of Easement recorded as Document No. 1345406 (Top Somers Market Center Subdivision recorded as document Number 1535778.) (Affects Lots 9 and 8, and Outlot 1, as shown on each survey.)

12. Covenants, conditions, access restrictions, warranties, applicable, notations, restrictions, premises and notes set forth on Plat of Somers Market Center Subdivision recorded as document No. 1535778. Market Lane, drainage line (T/R/F/A Somers Blvd), and the private road part of 39th Street, as shown on each survey, are shown on the Plat. The detention area as described in section 1(d) of the EOR affects Outlot 1, 2, 3 and 4, as shown on survey. Each parking area, drive, street, lighting standard, sidewalk and signage described as Common Area improvements in section 1(e)(x) of the EOR are shown on survey. The sign easements described in section 7(b) of the EOR affect Lots 8, 10 and 7B, as shown on survey.

16. Covenants, conditions and restrictions (but omitting any such covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons) set forth in Memorandum of Development Agreement, recorded as Document No. 1336043. -Not Plottable (Affects entire property.)

19. Resolution No. 07-008 Order Adding Territory to Town of Somers Utility District No. 1 recorded as Document No. 1537681. -Affects all Lots of Survey.

20. Electric Transmission Line Easement granted to American Transmission Company LLC, a Wisconsin limited liability company, recorded as Document No. 1576850. -Shown on Survey (Affects Outlot 1.)

21. Electric Transmission Line Easement granted to American Transmission Company LLC, a Wisconsin limited liability company, recorded as Document No. 1582807. -Shown on Survey (Affects Outlot 1.)

22. Public or private rights, if any, in such portion of the subject premises as may be presently used, laid out or dedicated in any manner whatsoever, for road, street, highway and/or other purposes. No portion of the surveyed land lies within the right-of-way of any public road, street, highway or alley.

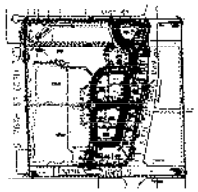
The surveyed land is wholly contained within the land described in those certain Sheriff's deed to Foreclosure: Sheriff's Deed from Somers Market Center LLC, dated 03-26-2012, filed for record 04-02-2012, recorded as Document 1877629, in the Office of the Register of Deeds for Kenosha County, Wisconsin; and Sheriff's Deed from Somers Market Center LLC, dated 03-28-2014, filed for record 05-09-2014, recorded as Document 1879604, aforesaid records.

The eastern boundary of the surveyed land is adjacent, contiguous, and has access directly or via appurtenant easement, to a publicly dedicated right-of-way known as S.T.H. "31", also known as Green Bay Road. The northern boundary of the surveyed land is adjacent, contiguous, and has access, directly or via appurtenant easement, to a publicly dedicated right-of-way known as 39th Street, and the eastern boundary of the surveyed land is adjacent, contiguous, and has access directly or via appurtenant easement, to a publicly dedicated right-of-way known as 39th Street, also known as C.T.H. "S".

The surveyed land is wholly contained within the following tax units, to-wit: Tax Key Nos.: 80-4-222-271-0304 (Lot 4); 80-4-222-271-0305 (Lot 5); 80-4-222-271-0307 (Lot 7); 80-4-222-271-0308 (Lot 8); 80-4-222-271-0309 (Lot 9); 80-4-222-271-0310 (Lot 10); 80-4-222-271-0311 (Lot 11); 80-4-222-271-0312 (Lot 12); 80-4-222-271-0313 (Lot 13); 80-4-222-271-0314 (Lot 14); 80-4-222-271-0315 (Lot 15); 80-4-222-271-0316 (Lot 16); 80-4-222-271-0317 (Lot 17); 80-4-222-271-0318 (Lot 18); 80-4-222-271-0321 (Outlot 1); 80-4-222-271-0322 (Outlot 2); 80-4-222-271-0323 (Outlot 3); and 80-4-222-271-0324 (Outlot 4); and no other land is contained within such tax unit.

"The surveyed land is a lawfully created parcel and has been subdivided in accordance with all applicable laws, statutes, ordinances, and regulations including without limitation applicable subdivision ordinances."

SCALE: 1" = 30'



VICINITY MAP
NE 1/4 SEC. 27-2-22
TOWN OF SOMERS

LEGEND:

- FOUND IRON ROD OR IRON PIPE
- FLARED END SECTION
- INLET
- MANHOLE
- LIGHT POLE
- ELECTRIC VALVE
- FIRE HYDRANT
- WATER VALVE BOX
- GAS VALVE BOX
- POWER POLE
- POWER POLE WITH GUY WIRE
- CONCRETE CURB AND GUTTER
- GROSS BOUNDARY LINE
- NET BOUNDARY LINE
- STORM SEWER LINE
- 30' BSL ... BUILDING SETBACK LINE
- 20' LB ... LANDSCAPE BUFFER
- 10' GE ... GENERAL EASEMENT
- 20' WME ... WATER MAIN EASEMENT
- ACCESS RESTRICTED LINE PER SUB DOC. 1535778
- 7.5' UE ... UTILITY EASEMENT

Note:

1. All easement and setback lines are shown per Somers Market Subdivision Doc. 1535778, unless noted otherwise.
2. Refer to sub plat Doc. 1535778 for all lot dimensions, curve data, easement dimensions and details.
3. Basis of Bearings North line of NE 1/4 Section 27, T2N, R22E per CSSI for Section Surveys in the Town of Somers, Kenosha County, Wisconsin having a Bearing of N88°45'14"W
4. S82°22'57"W 378.18' (R&M) = RECORD AND MEASURED BEARING AND DISTANCE

REVISIONS		
NO.	REV	DATE

SCALE: 1" = 30'
DRAWN BY: MJ
CHECKED BY: TM
DATE: 12/19/14

McClure Engineering Associates, Inc.
3278 Green Bay Road, Kenosha, Wisconsin 53144
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Design Firm License Illinois 184-000816
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ALTA/ACSM LAND TITLE SURVEY
SOMERS MARKET CENTER LOT 9
TOWN OF SOMERS Job number 02-13-14-191 KENOSHA COUNTY, WISCONSIN
W:\Kenosha\W0055\SOMERS MARKET\SOMERS MARKET ALTA.dwg 12/19/2014 2:20:47 PM CST

SHEET NO. 1 of 1

LIST IMPERVIOUS AREA AND PERCENT IMPERVIOUS AREA. VERIFY THE IMPERVIOUS PERCENTAGE IS AT OR BELOW THE ALLOWABLE FOR THE REGIONAL STORMWATER TREATMENT.

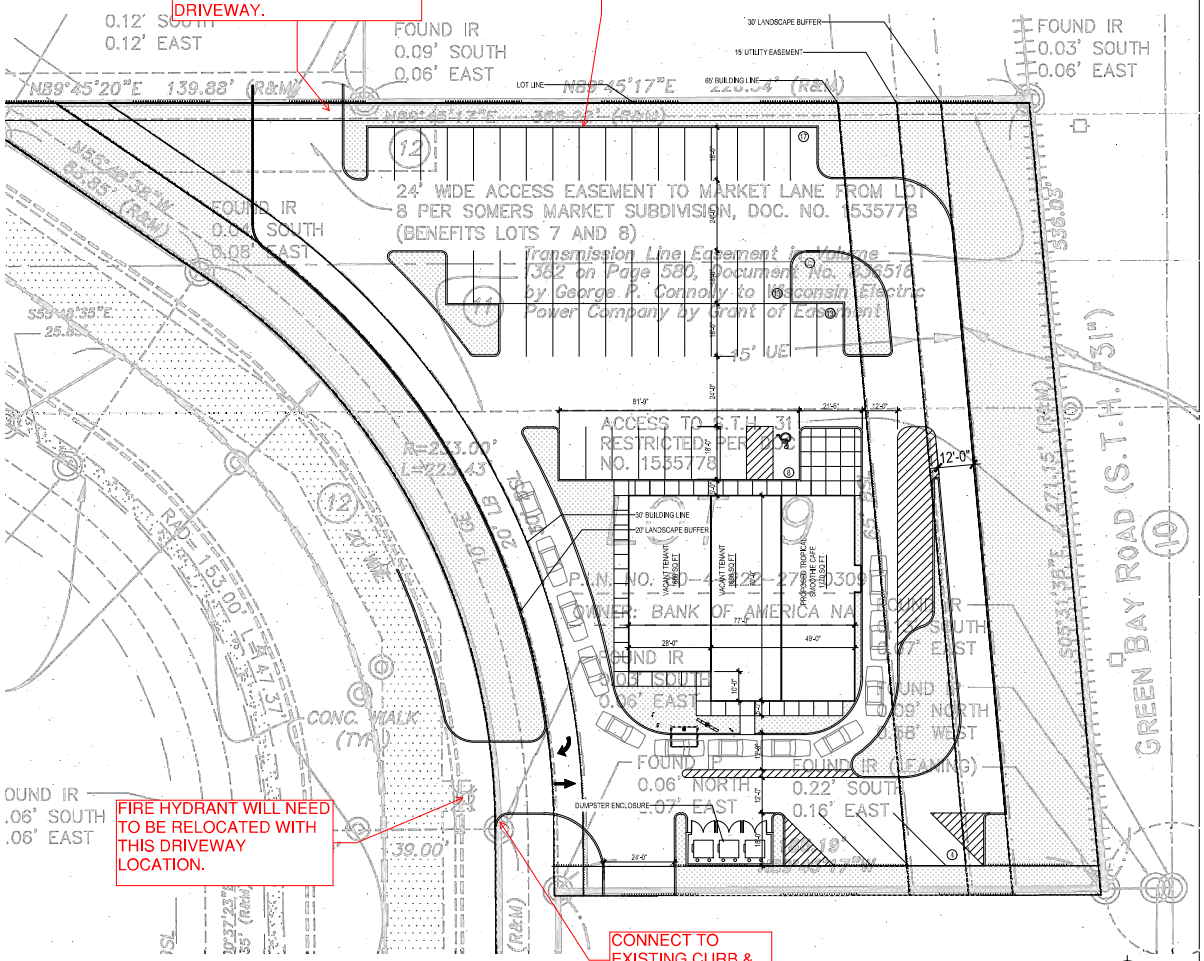
PROVIDE SITE GRADING PLAN.

PROVIDE UTILITY PLAN.

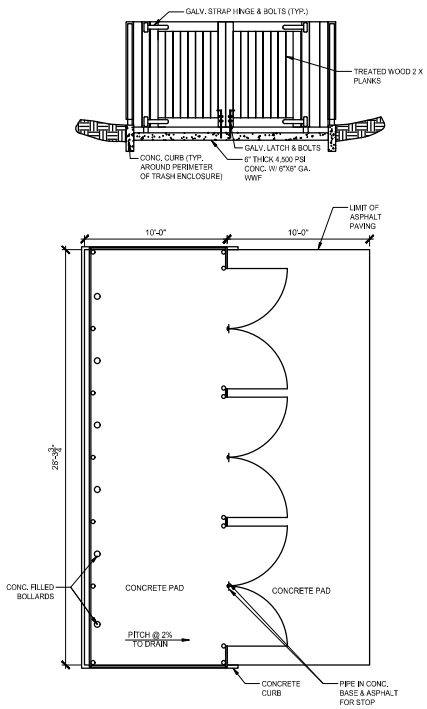
SHOW EXISTING DRIVEWAY.

COORDINATE DRIVEWAY CONNECTION. THE PARKING AREA APPEARS TO CONFLICT WITH THE EXISTING DRIVEWAY.

10' MINIMUM PARKING SETBACK FROM LOT LINES.



1 **SITE PLAN**
SCALE: 1" = 20'-0"



2 **TRASH ENCLOSURE DETAIL**
SCALE: 1/4" = 1'-0"

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CIVIL ENGINEERING
STRUCTURAL ENGINEER
MEP ENGINEER
PHOTOMETRICS: VULA LIGHTING
DEVELOPER: SERVE HOSPITALITY
ARCHITECT

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WISCONSIN PROFESSIONAL DESIGN FIRM: 3736-11

EXP: 07/31/24
SIGNED: 02/22/24

PROJECT:
SOMERS RESTAURANTS
TROPICAL SMOOTHIE CAFE
LOT 9, SOMERS MARKET CENTER
SOMERS, WISCONSIN 47250
PROPERTY ID# 92-4-222-271-0309

DRAWING ISSUE	DATE
FOR REVIEW	02/22/2024

DRAWN BY: DC
CHECKED BY:
SHEET TITLE: SITE PLAN
SHEET NO. **SP1.0**
Kolbrook Job No. 1674.025 | Consultant Job No.

GENERAL NOTES

A. KNOW WHAT IS BELOW, CALL 811 BEFORE YOU DIG.

B. NO OBSTRUCTIONS SUCH AS STRUCTURE, FENCES, PARKING OR VEGETATION SHALL BE PERMITTED BETWEEN HEIGHTS OF 2'-0" AND 10'-0" (KENOSHA COUNTY MUNICIPAL CODE 12.13.01(I))

LANDSCAPE PLAN NOTES

A. PLANT MATERIAL SHALL BE NURSERY GROWN AND BE EITHER BALLED AND BURLAPPED OR CONTAINER GROWN, SIZE AND SPREADS ON PLANT LIST REPRESENT MINIMUM REQUIREMENTS.

B. NO LANDSCAPING, FENCING, OR SIGNS ABOVE 30 INCHES IN HEIGHT ARE TO BE LOCATED ON A PRIVATE PROPERTY WITHIN A 12'-0" SIGHT TRIANGLE AS MEASURED FROM THE RIGHT-OF-WAY.

C. PROVISION SHOULD BE MADE TO PROVIDE A CLEAR SIGHT TRIANGLE

B. THE REQUIREMENTS FOR MEASUREMENT, BRANCHING AND BALL SIZE SHALL CONFORM TO THE LATEST ADDITION OF ANSI Z60.1, AMERICAN STANDARD OF NURSERY STOCK BY THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION.

C. ANY MATERIALS WITH DAMAGED OR CROOKED/DISFIGURED LEADERS, BARK ABRASION, SUN SCALD, INSECT DAMAGE, ETC ARE NOT ACCEPTABLE, TREES WITH MULTIPLE LEADERS WILL BE REJECTED UNLESS CALLED FOR IN THE PLANT LIST AS MULTI-STEM OR CLUMP (CL).

D. IF ANY MISTAKES, OMISSIONS, OR DISCREPANCIES ARE FOUND TO EXIST WITH THE WORK PRODUCT, THE LANDSCAPE ARCHITECT SHALL BE PROMPTLY NOTIFIED SO THAT THEY HAVE THE OPPORTUNITY TO TAKE ANY STEPS NECESSARY TO RESOLVE THE ISSUE, FAILURE TO PROMPTLY NOTIFY THE LANDSCAPE ARCHITECT AND THE OWNER OF SUCH CONDITIONS SHALL ABSOLVE THEM FROM ANY RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH FAILURE.

E. UNDER NO CIRCUMSTANCES SHOULD THE PLANS BE USED FOR CONSTRUCTION PURPOSES WITHOUT EXAMINING ACTUAL LOCATIONS OF UTILITIES ON SITE, AND REVIEWING ALL RELATED DOCUMENTS MENTIONED HEREIN, INCLUDING RELATED DOCUMENTS PREPARED BY THE PROJECT CIVIL ENGINEER AND ARCHITECT. CIVIL ENGINEERING OR ARCHITECTURAL BASE INFORMATION HAS BEEN PROVIDED BY OTHERS. THE LOCATION OF VARIOUS SITE IMPROVEMENTS ON THIS SET OF DRAWINGS IS ONLY ILLUSTRATIVE AND SHOULD NOT BE RELIED UPON FOR CONSTRUCTION PURPOSES.

F. QUANTITY LISTS ARE SUPPLIED AS A CONVENIENCE. HOWEVER, BIDDERS AND THE INSTALLING CONTRACTOR SHOULD VERIFY ALL QUANTITIES. THE DRAWINGS SHALL TAKE PRECEDENCE OVER THE LISTS, ANY DISCREPANCIES SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT.

G. ACTIONS TAKEN WITHOUT THE KNOWLEDGE AND CONSENT OF THE OWNER AND THE LANDSCAPE ARCHITECT OR IN CONTRADICTION TO THE OWNERS AND THE LANDSCAPE ARCHITECTS WORK PRODUCT RECOMMENDATIONS SHALL BECOME THE RESPONSIBILITY NOT OF THE OWNER AND LANDSCAPE ARCHITECT, BUT FOR THE PARTIES RESPONSIBLE FOR TAKING OF SUCH ACTION.

H. REFER TO CIVIL ENGINEERING DOCUMENTS FOR DETAILED INFORMATION REGARDING SIZE, LOCATION, DEPTH AND TYPES OF UTILITIES, AS WELL AS LOCATIONS OF OTHER SITE IMPROVEMENTS, OTHER THAN LANDSCAPE IMPROVEMENT.

I. PLANT SYMBOLS ILLUSTRATED ON THIS PLAN ARE A GRAPHIC REPRESENTATION OF PROPOSED PLANT MATERIAL TYPES AND ARE INTENDED TO PROVIDE FOR VISUAL CLARITY. HOWEVER, THE SYMBOLS DO NOT NECESSARILY REPRESENT ACTUAL PLANT SPREAD AT THE TIME OF INSTALLATION.

J. ALL PLANT SPECIES SPECIFIED ARE SUBJECT TO AVAILABILITY. MATERIAL SHORTAGES IN THE LANDSCAPE INDUSTRY MAY REQUIRE SUBSTITUTIONS. ALL SUBSTITUTIONS MUST BE APPROVED BY THE VILLAGE, LANDSCAPE ARCHITECT AND OWNER.

K. THE LANDSCAPE CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO DIGGING BY CALLING THE PUBLIC OR PRIVATE AGENCY NECESSARY FOR UTILITY LOCATIONS.

L. ALL BED LINES AND TREE SAUCERS SHALL REQUIRE A HAND SPADED EDGE BETWEEN LAWN AND MULCHED AREAS.

M. GRADING SHALL PROVIDE SLOPES WHICH ARE SMOOTH AND CONTINUOUS. POSITIVE DRAINAGE SHALL BE PROVIDED IN ALL AREAS.

N. SOD SHALL BE MINERAL BASE ONLY.

O. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR ONE (1) YEAR FROM THE DATE OF ACCEPTANCE.

P. ALL COMPLETED PLANTING BEDS AND TREE SAUCERS, EXCEPTS FOR GROUNDCOVER BEDS, SHALL BE MULCHED WITH THREE (3) INCHES OF UN-DYED SHREDDED HARDWOOD BARK.

Q. ALL GROUNDCOVER BEDS SHALL BE MULCHED WITH THREE (3) INCHES OF PINE BARK FINES.

TREE AND TREE PRESERVATION NOTES

A. STAKING OF DECIDUOUS TREES NOT REQUIRED UNLESS TREE WILL NOT REMAIN PLUMB.

B. TRUNK OF TREE SHALL BE PROTECTED W/ TREE WRAP. SECURE WRAP W/ TWINE @ TOP & REMOVE THE NEXT SPRING.

C. DO NOT STAKE INTO ROOT BALL

D. CONSTRUCTION FENCING SHALL BE ERECTED PRIOR TO ANY GRADING OR CONSTRUCTION ACTIVITIES PREVENTING COMPACTION OF ROOT SYSTEMS OF EXISTING TREES AND SHRUBS. THE FENCING SHALL ENCLOSE THE AREA BENEATH THE DRIP LINE OF THE TREE CANOPY AND SHALL REMAIN IN PLACE UNTIL ALL CONSTRUCTION IS COMPLETED. NO PARKING, MATERIAL STORAGE OR CONSTRUCTION ACTIVITIES SHALL BE PERMITTED WITHIN THE FENCED AREA.

E. ALL EXISTING LANDSCAPING NOTED FOR PRESERVATION, SHALL BE PROTECTED DURING CONSTRUCTION VIA PLASTIC SAFETY FENCING, FENCING SHALL BE 4' HIGH AND ATTACHED TO STEEL DRIVEN POSTS SET NO FARTHER THAN 8' O.C. IT SHALL BE INSTALLED AT THE PERIPHERY OF THE DRIP LINE OF EXISTING PLANT MATERIAL OR BEYOND TO PREVENT STORAGE OF VEHICLES OR MATERIALS AND THE ENCROACHMENT OF GRADING AND CONSTRUCTION EQUIPMENT.

BED PLANTING NOTES

A. PERENNIALS & ORNAMENTAL GRASSES SHALL BE TOP DRESSED WITH 2" OF SHREDDED HARDWOOD MULCH.

B. GROUNDCOVER & ANNUALS SHALL BE TOP DRESSED WITH 2" OF MUSHROOM COMPOST.

C. SLICE, CUT, OR SEPARATE EXTERIOR ROOTS ON ROOT-BOUND CONTAINER PLANTS TO PROMOTE ROOT GROWTH.

D. CERTAIN BULBS/PERENNIALS MAY REQUIRE OTHER PLANTING DEPTHS. CONSULT BULB DISTRIBUTOR FOR PRECISE DEPTHS.

E. ALL BED PLANTINGS SHALL BE INSTALLED WITH TRIANGULAR SPACING, SEE SPECIFIC SPACING DIMENSION ON DRAWINGS

CODE COMPLIANCE CALCULATIONS

OPEN YARD AREAS
ORDINANCE: 1x EVERGREEN/DECIDUOUS TREE PER 1000SF
ORDINANCE: 2x ORNAMENTAL TREES OR 2x SHRUBS = 1x EVERGREEN TREE (EQUIVALENT)
VILLAGE OF SOMERS, WI MUNICIPAL CODE 3.19(5)

BUILDING FOUNDATIONS
ORDINANCE: 1x ORNAMENTAL TREE PER 20'-0" LINEAR
ORDINANCE: 2x SHRUBS = 1x ORNAMENTAL TREE (EQUIVALENT)
VILLAGE OF SOMERS, WI MUNICIPAL CODE 3.19(6)

STREET FRONTAGE
ORDINANCE: 1x EVERGREEN/DECIDUOUS TREE PER 50'-0" LINEAR (KENOSHA COUNTY MUNICIPAL CODE 12.16.070)
ORDINANCE: 2x ORNAMENTAL TREES or 2x SHRUBS = 1x EVERGREEN TREE (EQUIVALENT)
VILLAGE OF SOMERS, WI MUNICIPAL CODE 3.19(7)

PARKING AREA PERIMETER
ORDINANCE: 1x EVERGREEN/DECIDUOUS TREE PER 25'-0" LINEAR
ORDINANCE: 2x ORNAMENTAL TREES OR 4x SHRUBS = 1x EVERGREEN/DECIDUOUS TREE (EQUIVALENT)
VILLAGE OF SOMERS, WI MUNICIPAL CODE 3.19(8)

PARKING INTERIOR
ORDINANCE: 160 SF MIN PER LANDSCAPE ISLAND
ORDINANCE: 1x DECIDUOUS TREE OR 1x ORNAMENTAL TREE PER ISLAND
VILLAGE OF SOMERS, WI MUNICIPAL CODE 3.19(8)

LANDSCAPE CALCULATION
OPEN YARD AREA: 9,446.49 SF / 1000 SF = 10x TREES
BUILDING FOUNDATION: 284'-0" LINEAR / 20'-0" LINEAR = 15x TREES
STREET FRONTAGE: 597'-1 1/2" LINEAR / 50'-0" LINEAR = 12x TREES
PARKING AREA PERIMETER: 952'-9 1/2" LINEAR / 25'-0" LINEAR = 39x TREES
PARKING INTERIOR: 2x ISLANDS @ 1x TREE PER ISLAND = 2x TREES

QUANTITIES

DECIDUOUS SHADE TREES

KEY	#	BOTANICAL NAME	COMMON NAME	TYPE	MATURE HT.	MATURE WIDTH	SPACING
WB	2	BETULA POPULIFOLIA	WHITESPIRE BIRCH		30'-0"	20'-0"	
HZ	1	CORYLUS AMERICANA	HAZELNUT		16'-0"	15'-0"	
TN	1	CERCIS CANADENSIS	EASTERN REDBUD		16'-0"	15'-0"	

DECIDUOUS SHRUBS

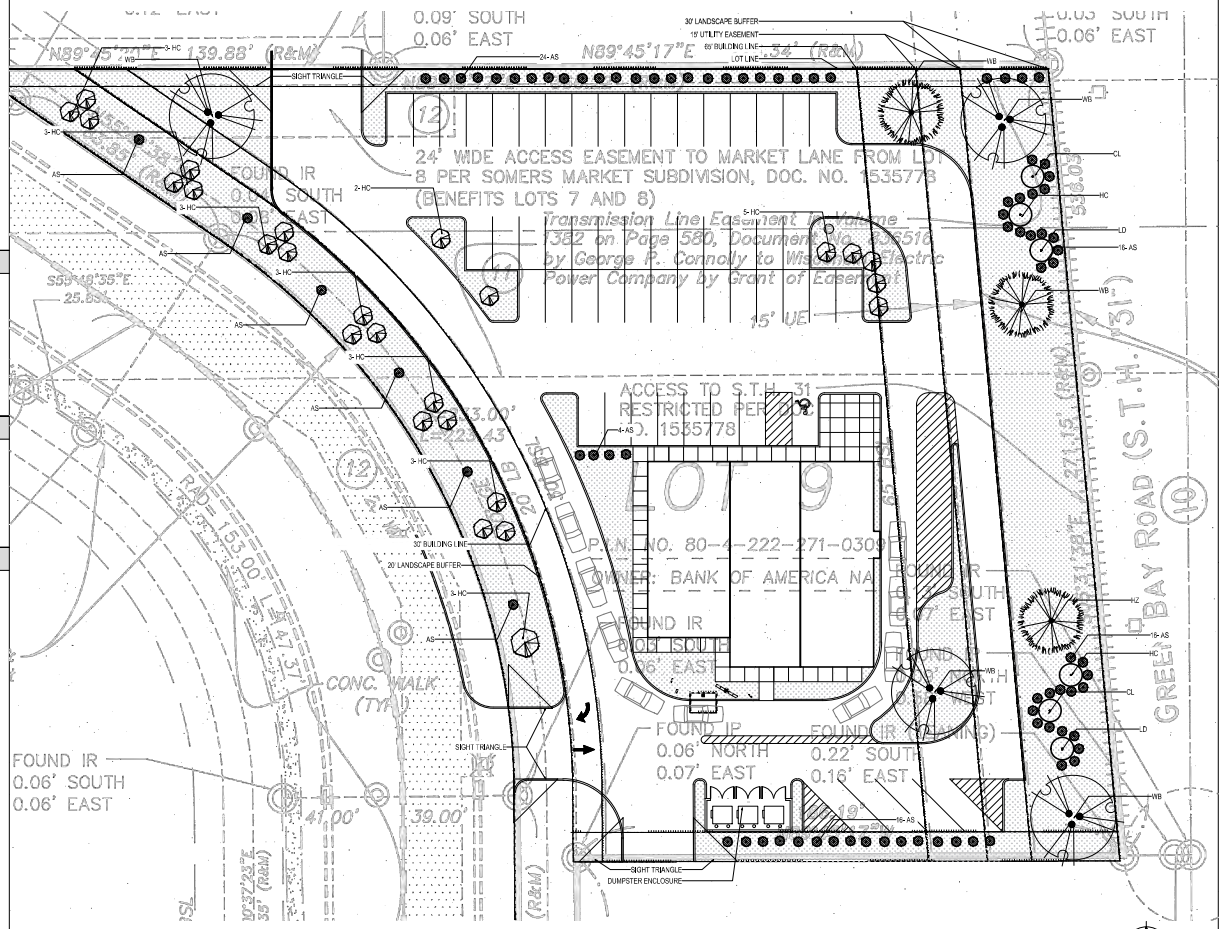
KEY	#	BOTANICAL NAME	COMMON NAME	TYPE	MATURE HT.	MATURE WIDTH	SPACING
LD	2	SAMBUCUS CANADENSIS	AMERICAN ELDERBERRY		10'-0"	6'-0"	
CL	2	SYRINGA VULGARIS	COMMON LILAC		12'-0"	8'-0"	
HC	7	VIBURNUM TRILOBUM	HIGHBUSH CRANBERRY		8'-0"	8'-0"	

EVERGREEN SHRUBS

KEY	#	BOTANICAL NAME	COMMON NAME	TYPE	MATURE HT.	MATURE WIDTH	SPACING
AS	83	THUJA OCCIDENTALIS	AMERICAN ARBORVITAE (BOXWOOD)		3'-0"	3'-0"	

EVERGREEN TREES

KEY	#	BOTANICAL NAME	COMMON NAME	TYPE	MATURE HT.	MATURE WIDTH	SPACING
AS	3	THUJA OCCIDENTALIS	AMERICAN ARBORVITAE		25'-0"	10'-0"	



1 **LANDSCAPE PLAN**
SCALE: 1" = 20'-0"

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CIVIL ENGINEERING
STRUCTURAL ENGINEER
MEP ENGINEER
PHOTOMETRICS: VILLA LIGHTING
DEVELOPER: SERVE HOSPITALITY
ARCHITECT

kolbrook design
828 FARWELL ST. SUITE 300
EVANSTON, IL 60201
OFFICE: 847.492.1992 | FAX: 312.450.0999
WISCONSIN PROFESSIONAL DESIGN FIRM: 3736-11

EXP. 07/31/24
SIGNED: 02/22/24

PROJECT:
SOMERS RESTAURANTS
TROPICAL SMOOTHIE CAFE
LOT 9, SOMERS MARKET CENTER
SOMERS, WISCONSIN 47250
PROPERTY ID# 92-4-222-271-0309

DRAWING ISSUE	DATE
FOR REVIEW	02/22/2024

DRAWN BY: DC
CHECKED BY:
SHEET TITLE: LANDSCAPE PLAN

SHEET NO.
L1.0

Kolbrook Job No. 1674.025 | Consultant Job No.

GENERAL NOTES

A. GC TO FIELD VERIFY CEILING HEIGHTS FOR STEM/CORD MOUNTED FIXTURES

B. POLE STYLE (SQUARE), COLOR, AND TOTAL MOUNTING HEIGHT (BASE, POLE, FIXTURE) SHALL BE DESIGNED TO MATCH THE EXISTING DEVELOPMENTS

C. THE ELECTRICAL CONTRACTOR SHALL REPORT AN DAMAGED LIGHT FIXTURES OR MISSING PARTS TO VILLA LIGHTING WITHIN 48 HOURS OF RECEIPT OF LIGHT FIXTURE PACKAGE.

D. LIGHT LEVELS ARE CALCULATED ON THE GROUND.

E. TYPE OF WIRE TO BE INSULATED COPPER

F. SIZE OF WIRE TO BE #10G

PHOTOMETRIC PLAN NOTES

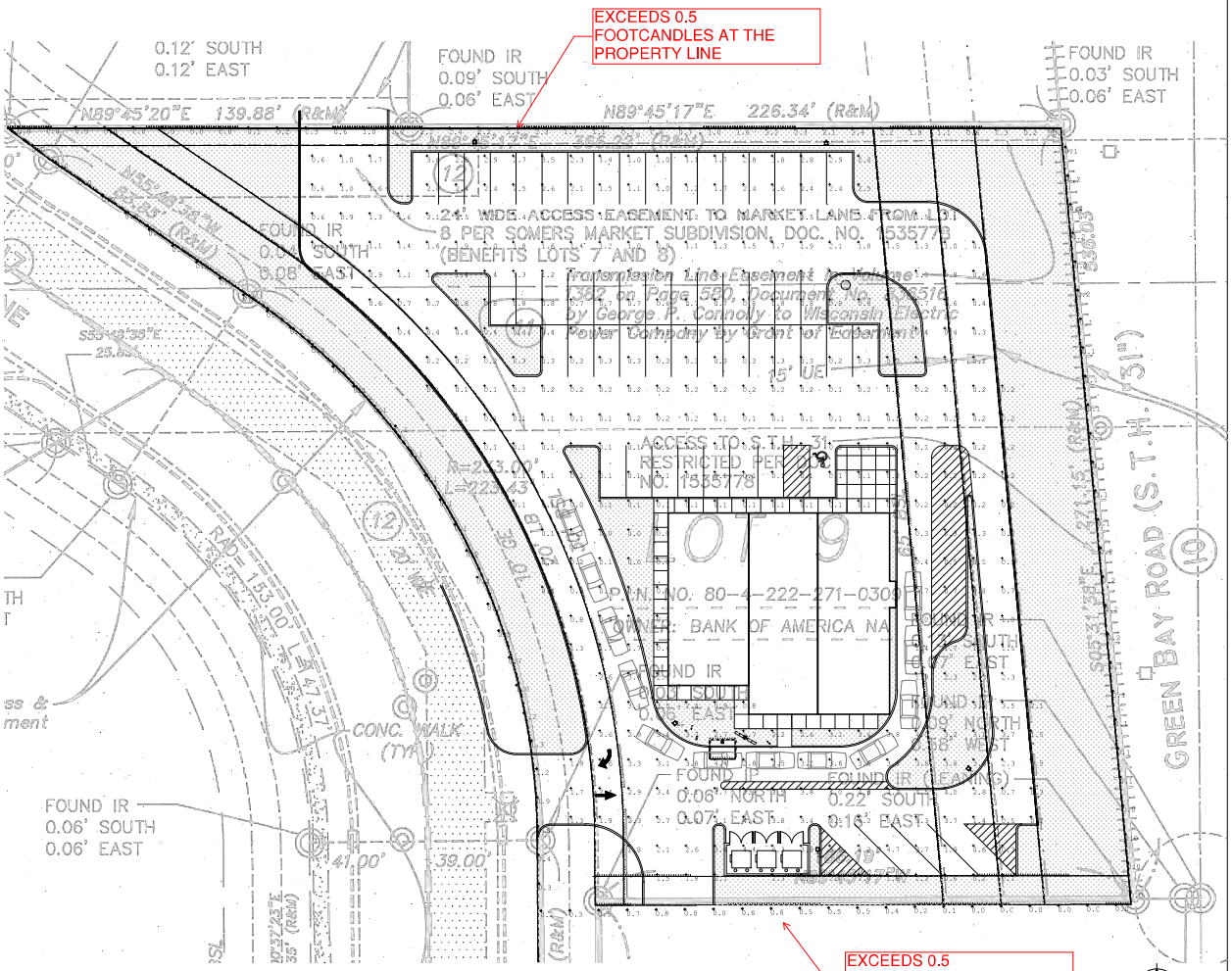
1. ALL POLE SPECIFICATIONS DESIGNED TO MATCH NEIGHBORING DEVELOPMENTS CULVER'S AND SHERWIN WILLIAMS
2. POLE AND WALL MOUNTED LIGHTING FIXTURES SHALL BE SELECTED TO MATCH THAT OF THE PRAIRIE SERIES 1230
3. ALL FIXTURES TO USE A CLEAR PATTERNED ACRYLIC LENS (CPA)

Luminaire Schedule

Symbol	Qty	Label	Arrangement	Description	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
	5	P4	Single	PRV-C40-D-UNV-T4-BZ-HSS	1.000	15518	131	655

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING LOT	Illuminance	Fc	1.32	5.3	0.0	N.A.	N.A.
PROPERTY LINE	Illuminance	Fc	0.50	2.4	0.0	N.A.	N.A.



1 **PHOTOMETRIC PLAN**
SCALE: 1" = 20'-0"

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CIVIL ENGINEERING
STRUCTURAL ENGINEER
MEP ENGINEER
PHOTOMETRICS: VILLA LIGHTING
DEVELOPER: SERVE HOSPITALITY
ARCHITECT

kolbrook design
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OFFICE: 847.492.1992 | FAX: 312.453.0699
WISCONSIN PROFESSIONAL DESIGN FIRM: 3736-11

EXP: 07/31/24
SIGNED: 02/22/24

PROJECT:
SOMERS RESTAURANTS
TROPICAL SMOOTHIE CAFE
LOT 9, SOMERS MARKET CENTER
SOMERS, WISCONSIN 47250
PROPERTY ID# 92-4-222-271-0309

DRAWING ISSUE	DATE
FOR REVIEW	02/22/2024

DRAWN BY: DC
CHECKED BY:
SHEET TITLE:
PHOTOMETRIC PLAN
SHEET NO.
PH1.0
Kolbrook Job No. 1674.025 | Consultant Job No.

Village of Somers
Proceeding from the Village Plan Commission Meeting
April 8th, 2024

1. Call to Order

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

Present:

- Chairman George Stoner
- Commissioner Gregg Thompson
- Commissioner Vinnie Chambers
- Commissioner Donald Boxx
- Commissioner Michael DeLuca
- Commissioner Steege
- Alternate Pat Juliana

Staff present: Administrator Jason Peters, Kenosha County Planning Luke Godshall, Kenosha County Planning Andy Buehler

Trustees present: Ben Harbach, Jackie Nelson, and Joe Smith

2. Pledge of Allegiance

Chairman Stoner led everyone in the Pledge of Allegiance.

3. Approve Minutes of Feb, 12, 2024

Commissioner Boxx moved to approve to the minutes.
Seconded by Commissioner Juliana.

Motion carried. 7-0.

4. Correspondence

None

5. Citizen Comments

None

6. Comp Plan Amendment – Maplecrest Country Club

Public comments: none.

Commissioner Boxx brings up that he has questions about the project.
rezoning, site plan and other details.
Representative for the developer Ryan Douglas mentions that they addressed the Plan Commission's concerns from Feb. 12, 2024 about the single-family portion of the development. The density was lowered it, and the lot sizes are now a minimum of 9,000 sq. ft. The density of the multi-family development no longer needs a variance.

Commissioner Boxx asks about other variances.

Senior Land Use Planner Luke Godshall goes over the height, setback and parking variances requested.

Commissioner Boxx moves to accept the request.
Commissioner Thompson seconds the motion.

Motion carried. 7-0.

7. <u>Rezone – Maplecrest Country Club</u>

Public comments: none.

Commissioner Boxx moves to accept the request.
Commissioner Thompson seconds the motion.

Motion carried. 7-0.

8. <u>Land Division (Certified Survey Map) - Maplecrest Country Club</u>

Public Comments: none.

Commissioner Boxx moves to accept the request.
Commissioner DeLuca seconds the motion.

Motion carried. 7-0.

9. <u>Site Plan Review & Exterior Fenestration – Maplecrest Country Club</u>

Commissioner Boxx moves to accept the request.
Commissioner DeLuca seconds the motion.

Developer presents details about the architecture of the buildings and materials used.
Chairman Stoner reiterates that the stormwater storage will have to be 30 percent larger, which is confirmed by the developer.
Alternate Commissioner Juliana brings up concerns with parking.

Commissioner Thompson asks about the green space and landscaping.
Commissioner Chambers asks about insulation and dumpster.

Motion carried. 6-1. Commissioner Juliana votes Nay.

10. Conditional Use Permit – RCG Somers LLC, outside dining

Public comments: none.

Chairman Stoner brings up some concerns about the shape of the lot.
Developer representative confirms they are aware.
Chairman Stoner mentions concerns about parking.

Commissioner Boxx moves to accept the request.
Commissioner Juliana seconds the motion.

Motion carried. 7-0.

11. Site Plan Review & Exterior Fenestration – RCG Somers LLC

Commissioner Boxx moves to accept the request.
Commissioner Juliana seconds the motion.

Motion carried. 7-0.

12. Comp Plan Amendment – Shoreland Lutheran HS

Public Comments: Mark Molinaro Jr. 1011 12th Street, Somers.
He mentions being in favor of the project but wants water issues addressed.

Commissioner Boxx moves to accept the request.
Commissioner Juliana seconds the motion.

Motion carried. 7-0.

13. Rezone – Shoreland Lutheran HS

Public comments: none.

Shoreland representative talks about the project retaining significant stormwater from nearby properties and takes into account future development on the Shoreland campus.

Commissioner Boxx moves to accept the request.
Commissioner DeLuca seconds the motion.

Motion carried. 7-0.

14. Certified Survey Map – Shoreland Lutheran HS

Public Comments: none.

Commissioner Boxx moves to accept the request.
Commissioner Juliana seconds the motion.

Motion carried. 7-0.

15. Adjourn

Commissioner Juliana moved to adjourn.
Commissioner Boxx seconds the motion.

Motion carried 7-0 vote.

Drafted April 9, 2024

These minutes are not official until approved by the Plan Commission.
Submitted by Assistant to the Administrator/Communication Specialist Kevin Poirier

Village of Somers Plan Commission & Village Board of Trustees

RE: Parcel ID: 80-4-222-271-0309

Be advised that the above-referenced property is currently owned by RCG Somers LLC.

As the owner of the above referenced Property, I give permission for Steven Kolber, to submit on my behalf, all necessary applications and related documentation for Plan Review and Conditional Use approval for a 3-tenant building with an outdoor dining area from the Village of Somers, Kenosha, County, Wisconsin.

Furthermore, Steven Kolber is authorized to act on my behalf with regard to his applications and related documentation for Plan Review and Conditional Use approval for the 3-tenant building referenced above on Parcel Number 80-4-222-271-0309, at meetings with Village Staff, Plan Commission, Village Board Work Sessions, and Village Board Meetings.

Thank you,

CS CTO

Signature

February 27, 2024

Date

Randy Garfinkle

Printed Name

(404) 665-1138

Phone

randyg@rcgventures.com

Email

May 2015

VILLAGE OF SOMERS
Department of Planning & Development

RECEIVED
FEB 23 2024
Kenosha County
Planning and Development

CONDITIONAL USE PERMIT APPLICATION

(a) Property Owner's Name:

NE2 Investments, LLC

Print Name: Salem Najjar Signature: Salem Najjar

Mailing Address: 42500 W. 11 Mile Road - Suite C

City: Novi State: MI Zip:

Phone Number: 248-513-3666 E-mail (optional):

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

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

Print Name: Steven Kolber Signature:

Business Name: Kolbrook Design, Inc.

Mailing Address: 828 Davis Street - Suite 300

City: Evanston State: IL Zip: 60201

Phone Number: 630-300-4699 E-mail (optional): skolber@kolbrook.com

(c) Architect's Name (if applicable):

Print Name: Steven Kolber Signature:

Business Name: Kolbrook Design, Inc.

Mailing Address: 828 Davis Street - Suite 300

City: Evanston State: IL Zip: 60201

Phone Number: 847-492-1992 x20 E-mail (optional): skolber@kolbrook.com

(d) Engineer's Name (if applicable):

Print Name: TBD Signature:

Business Name:

Mailing Address:

City: State: Zip:

Phone Number: E-mail (optional):

(e) Tax key number(s) of subject site:

80-4-222-271-0309

Address of the subject site:

TBD

(f) Plan of Operation (or attach separate plan of operation)

Type of structure:

New 3 tenant building.

Proposed operation or use of the structure or site:

The endcap of the new 3 tenant building will be a Tropical Smoothie Cafe. We are respectfully requesting a conditional use approval for seasonal outdoor dining in the small area shown on the site plan in front of the store.

Number of employees (by shift): 2 shifts - with 5 max employees

Hours of Operation: 7am - 9pm

Any outdoor entertainment? If so, please explain: N/A

Any outdoor storage? If so, please explain: N/A

Zoning district of the property: B-4 w/ PUD

(g) Attach a plat of survey prepared by a professional land surveyor or site plan drawn to scale and approved by the Kenosha County Department of Planning & Development showing all of the information required under section 12.05-1(h)3 for a zoning permit. In addition, the plat of survey or site plan layout shall show the location, elevation and use of any abutting lands and the location and foundation elevations of structures within 50 feet of the subject site; soil mapping unit lines; ordinary high water mark, historic high water marks and floodlands on or within 50 feet of the subject premises, existing and proposed gravel, asphalt and concrete surfaces, existing and proposed signage, existing and proposed buildings, and existing and proposed landscaping.

For conditional use permit applications that are made within shoreland and floodland areas, such description shall also include information that is necessary for the Village Plan Commission to determine whether the proposed development will hamper flood flows, impair floodplain storage capacity, or cause danger to human, animal or aquatic life. This additional information may include plans, certified by a registered professional engineer or professional surveyor, showing existing and proposed elevations or contours of the ground; fill or storage elevation; basement and first floor elevations of structures; size, location, and spatial arrangement of all existing and proposed structures on the site; location and elevation of streets water supply and sanitary facilities; aerial photographs, and photographs showing existing surrounding land uses and vegetation upstream and downstream; soil types and any other pertinent information required by either the Village of Somers Planning & Development office, Village Plan Commission or Village Board:

(h) The Kenosha County Department of Planning & Development may ask for additional information.

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

Request for Conditional Use Permit (payable to "Kenosha County") $1,350.00

(For other fees see the Fee Schedule)

RECEIVED
FEB 23 2024
Kenosha County
Planning and Development

SITE PLAN REVIEW CHECKLIST

Owner: NE2 Investments, LLC Date 02-23-24

Mailing Address: 42500 W. 11 Mile Rd. - Suite C Phone # 248-513-3666

Novi, MI 48371 Phone # _____

Agent: Steven Kolber - Architect Phone # 630-300-4699

Mailing Address: 828 Davis Street - Suite 300 Phone # _____

Evanston, IL

Architect/Engineer: Kolbrook Design, Inc. Phone # _____

Mailing Address: 828 Davis Street - Suite 300 Phone # 847-492-1992

Evanston, IL

Tax Parcel Number(s): 80-4-222-271-0309 Acreage of Project: 2.12

Existing Zoning: B-4 w/ PUD Proposed Zoning: Same

Conditional Use Permit: Conditional Use for Outdoor Dining

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

Description of project: 3 tenant building with a drive thru for the end cap (Tropical Smoothie Cafe).

Size of existing building(s): N/A

Size of new building(s) and/or addition(s): 5130 SF

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

Tropical Smoothie Cafe will have 2 shifts with 1 full time employee and 15 part time employees. The rest TBD.

Number of proposed units: _____ Description of units: _____

Density: _____

☑ Plat of Survey Submitted:

☐ Covenants and Restrictions Submitted

A. BUILDING PLANS SUBMITTED? (BUILDING APPEARANCE)

- ☑ No building shall be permitted the design or exterior appearance of which is of such unorthodox or abnormal character in relation to its surroundings as to be unsightly or offensive to generally accepted taste and community standards.
- ☑ No building shall be permitted the design or exterior appearance of which is so identical with those adjoining as to create excessive monotony or drabness.
- ☑ No building shall be permitted where any exposed facade is not constructed or faced with a finished material which is aesthetically compatible with the other facades and presents an attractive appearance to the public and to surrounding properties.
- ☑ Building Scale and Mass. The relative proportion of a building to its neighboring buildings, to pedestrians and observers, or to other existing buildings shall be maintained or enhanced when new buildings are built or when existing buildings are remodeled or altered.
- ☑ Building Rooflines and Roof Shapes. The visual continuity of roofs and their contributing elements (parapet walls, coping, and cornices) shall be maintained in building development and redevelopment.
- ☑ Since the selection of building colors has a significant impact upon the public and neighboring properties, color shall be selected in general harmony with existing neighborhood buildings.
- ☑ No building or sign shall be permitted to be sited on the property in a manner which would unnecessarily destroy or substantially damage the natural beauty of the area, particularly insofar as it would adversely affect values incident to ownership of land in that area, or which would unnecessarily have an adverse effect on the beauty and general enjoyment of existing structures on adjoining properties.
- ☑ The facade of all buildings which face upon a street right-of-way shall be finished with an aesthetically pleasing material. A minimum of 50 percent of a facade facing an existing or future street shall be finished with a combination of brick, decorative masonry material, decorative pre-cast concrete panels, decorative glass panels, wood, or decorative metal or vinyl siding. Such finished material shall extend for a distance of at least 10 feet along the sides of the structure. All buildings on corner lots shall have the required finished facade facing each street.

B. SITE PLAN SUBMITTED?

- ☑ Building locations shall maintain required setbacks from property lines and road rights-of-way.
- ☑ Buildings and uses shall provide for safe traffic circulation and safe driveway locations.
- ☑ Buildings and uses shall be provided with adequate public services as approved by the appropriate utility.

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

- [x] Parking areas shall maintain required setbacks and parking spaces shall be of minimum required size (9' x 18'). Aisle widths within parking lots shall be a minimum of 24' between the ends of the parking spaces.

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

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

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

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

C. LANDSCAPING AND LIGHTING PLAN SUBMITTED?

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

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

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

  Appropriate buffers shall be provided between dissimilar uses.

D. SEWER VERIFICATION/SANITATION EVALUATION OR APPLICATION SUBMITTED?

E. UTILITY PLANS SUBMITTED?

F. STORMWATER DRAINAGE AND EROSION CONTROL PLAN SUBMITTED?

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

IMPORTANT TELEPHONE NUMBERS

Kenosha County Center
Department of Planning & Development
19600 - 75th Street, Post Office, Suite 185-3
Bristol, Wisconsin 53104-9772

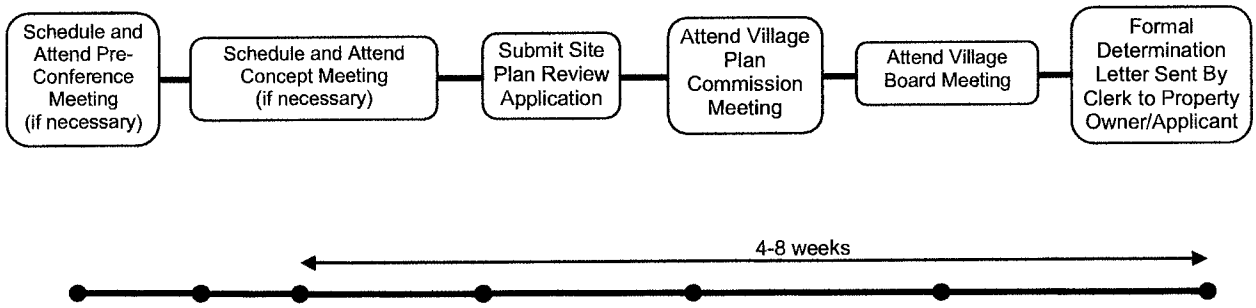
Division of County Development (including Sanitation & Land Conservation)..... **857-1895**
Facsimile #..... 857-1920

Public Works Division of Highways 857-1870

Administration Building
Division of Land Information..... 653-2622

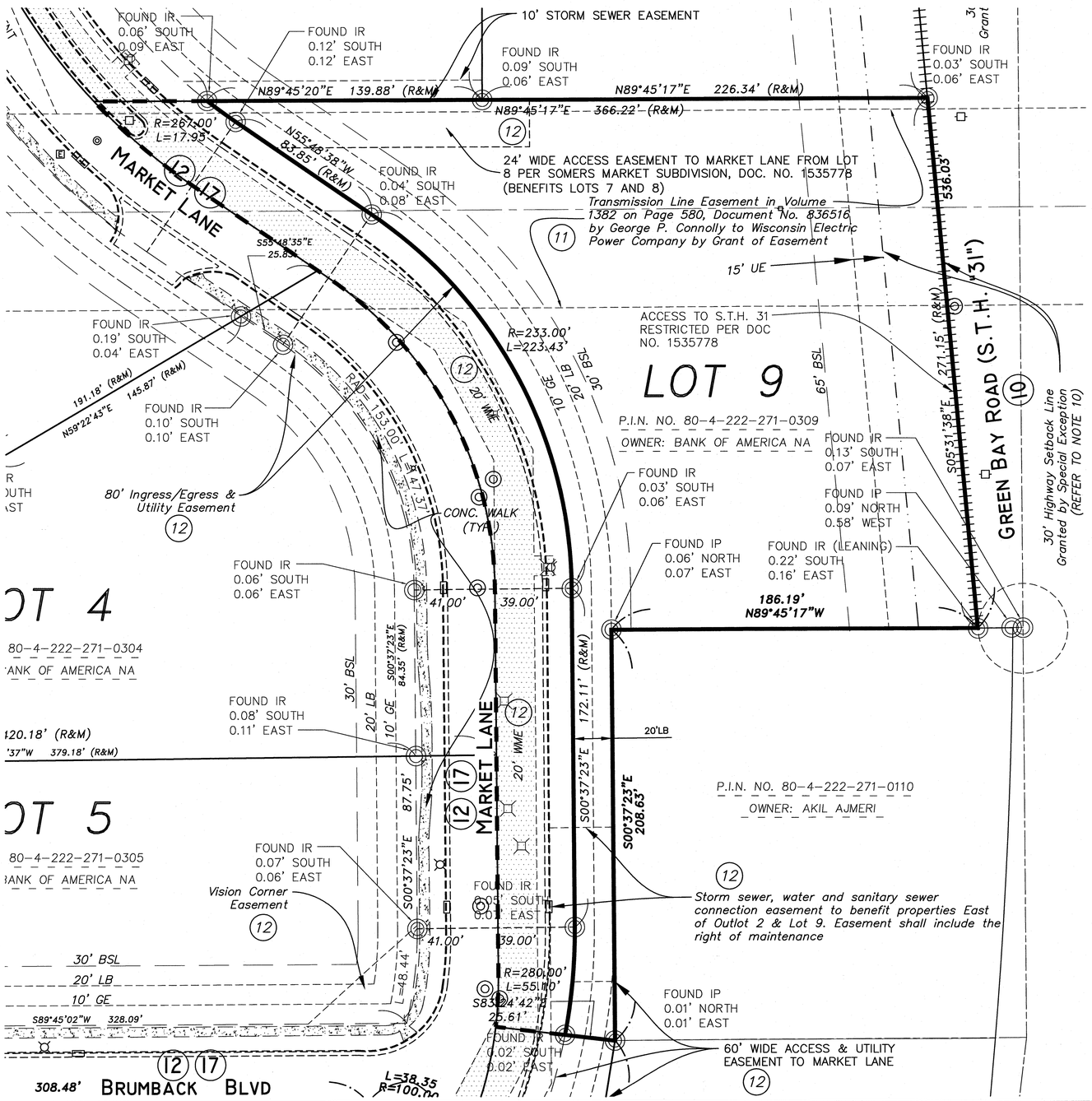
Village of Somers 859-2822
Wisconsin Department of Natural Resources - Sturtevant Office 884-2300
Wisconsin Department of Transportation - Waukesha Office 548-8722

Site Plan Review Procedure Timeline



For Reference Purposes

ALTA/ACSM LAND TITLE SURVEY



LEGAL DESCRIPTION

LOT 9, SOMERS MARKET CENTER SUBDIVISION, RECORDED AS DOCUMENT NUMBER 1535778, DATED OCTOBER 10th 2007, IN THE REGISTER OF DEEDS OFFICE, KENOSHA COUNTY, KENOSHA WISCONSIN, BEING A PART OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER, AND PART OF THE NORTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWN 2 NORTH, RANGE 22 EAST, LYING AND BEING IN THE TOWN OF SOMERS, KENOSHA COUNTY, STATE OF WISCONSIN.

TAX KEY NO. 80-4-222-271-0309

TOTAL AREA = 2.12 AC. (GROSS)
1.62 AC. (NET)

NET AREA = GROSS AREA MINUS THAT PART DEDICATED FOR PRIVATE STREET EASEMENT

SURVEYOR'S CERTIFICATE:

TO: RCG-Somers, LLC, a Georgia limited liability company, State Bank and Trust Company; and Chicago Title Insurance Company.

This is to certify that this map or plat and the survey on which it is based was made in accordance with the 2011 Minimum Standards Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6A, 7A, 8, 9, 10A, 11A, 13, 14, 16, 17, and 21 from Table A thereof. The field work was completed on November 17, 2014.

No part of the subject land is located in a 100-year Flood Hazard area as reflected by the Flood Insurance Rate Map for Kenosha County, Panel No. 550523-0182 D with an effective date of June 19, 2012;

Zoning is B-4 with P.U.D.

DATE: 12-19-14

SIGNED: Theodore E. Morrill
Theodore E. Morrill, RLS-S2396

WISCONSIN THEODORE E. MORRILL S-2396 WAUKEGAN, IL LAND SURVEYOR

SURVEYOR'S NOTES:

THIS SURVEY IS BASED ON THE TITLE COMMITMENT PREPARED BY CHICAGO TITLE INSURANCE COMPANY, NBU No.: 21403130, Local No.: KE-1645, Effective Date: December 8, 2014.

SCHEDULE B – SECTION II EXCEPTIONS

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in public records or attaching subsequent to the effective date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

6. Any encroachments, encumbrance, violation, variation, or adverse circumstance affecting Title that would be disclosed by an accurate and complete land survey of the Land.

7. Easements or claims of easements not shown by the public records. –None observed

8. Any claim of adverse possession or prescriptive easement. –None Observed

10. Access limitations and Restrictions contained in Award of Damages recorded as Document No. 468971. (Fits within existing Right-Of-Way of Green Bay Road adjacent to lots 8 through 14 as monumented)

11. Utility Easement Granted to Wisconsin Electric Power Company recorded as Document No. 836516, as assigned by Easement Assignment recorded as Document No. 1207209. Partial Release of Easement recorded as Document No. 1585408. (See Somer's Market Center Subdivision recorded as document number 1535778.) (Affects Lots 4 and 9, and Outlot 1, as shown on each survey.)

12. Easements, covenants, access restrictions, wetlands, setbacks, notations, restrictions, provisions and notes set forth on Plat of Somers Market Center Subdivision recorded as document No. 1535778. Market Lane, Brumback Blvd (F/K/A Somers Blvd), and the private road part of 35th Street, as shown on each survey, are shown on the Plat.

13. Easement granted to Globe Corporation recorded in Volume 875 page 416, as Document No. 545084. –Shown on Survey. (Affects Outlot 1.)

14. Developers Agreement recorded as Document No. 1536037. –Not Plattable (Affects entire property.)

15. Declaration of Stormwater Facility Maintenance recorded as Document No. 1536038. (Affects entire property.)

16. Grant of Storm Water Drainage Easement recorded as Document No. 1536039. –Benefits all lots of survey. (Adjacent to the West line of Outlot 1.) –Shown on Survey.

17. Easements with Covenants and Restrictions Affecting Land recorded as Document No. 1536042, as amended by First Amendment to Easements with Covenants and Restrictions Affecting Land recorded as Document No. 1586682. –Not Plattable (Affects entire property.) Market Lane, Brumback Blvd (F/K/A Somers Blvd), and the private road part of 35th Street, as shown on each survey, are shown on the Plat. The detention area as described in section 1(d) of the ECR affects Outlot 1, 2, 3 and 4, as shown on survey. Each parking area, drive, street, lighting standard, sidewalk and signage described as Common Area Improvements in section 1(e)(2) of the ECR are shown on survey. The sign easements described in section 7(b) of the ECR affect Lots 8, 10 and 16, as shown on survey.

18. Covenants, conditions and restrictions (but omitting any such covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin, unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons) set forth in Memorandum of Development Agreement, recorded as Document No. 1536043. –Not Plattable (Affects entire property.)

19. Resolution No. 07-028 Order Adding Territory to Town of Somers Utility District No. 1 recorded as Document No. 1537631. –Effects all Lots of Survey.

20. Electric Transmission Line Easement granted to American Transmission Company LLC, a Wisconsin limited liability company, recorded as Document No. 1576850. –Shown on Survey (Affects Outlot 1.)

21. Electric Transmission Line Easement granted to American Transmission Company LLC, a Wisconsin limited liability company, recorded as Document No. 1582607. –Shown on Survey (Affects Outlot 1.)

22. Public or private rights, if any, in such portion of the subject premises as may be presently used, laid out or dedicated in any manner whatsoever, for road, street, highway and/or alley purposes. No portion of the surveyed land lies within the right-of-way of any public road, street, highway or alley.

The surveyed land is wholly contained within the land described in those certain Sheriff's deed on foreclosure: Sheriff's Deed from Somers Market Center LLC, dated 03-28-2012, filed for record 05-02-2012, recorded as Document 1671609, in the Office of the Register of Deeds for Kenosha County, Wisconsin; and Sheriff's Deed from Somers Market Center LLC, dated 03-28-2012, filed for record 05-02-2012, recorded as Document 1671609, aforesaid records.

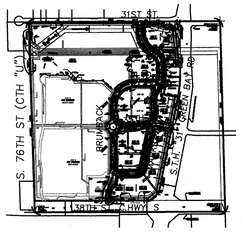
The eastern boundary of the surveyed land is adjacent, contiguous, and has access, directly or via appurtenant easement, to a publicly dedicated right-of-way known as S.T.H. '31', also known as Green Bay Road; the northern boundary of the surveyed land is adjacent, contiguous, and has access, directly or via appurtenant easement, to a publicly dedicated right-of-way known as 31st Street; and the southern boundary of the surveyed land is adjacent, contiguous, and has access, directly or via appurtenant easement, to a publicly dedicated right-of-way known as 38th Street, also known as C.T.H. 'S.'

The surveyed land is wholly contained within the following tax units, to-wit: Tax Key Nos.: 80-4-222-271-0304 (Lot 4); 80-4-222-271-0305 (Lot 5); 80-4-222-271-0307 (Lot 7); 80-4-222-271-0308 (Lot 8); 80-4-222-271-0309 (Lot 9); 80-4-222-271-0310 (Lot 10); 80-4-222-271-0311 (Lot 11); 80-4-222-271-0312 (Lot 12); 80-4-222-271-0313 (Lot 13); 80-4-222-271-0314 (Lot 14); 80-4-222-271-0315 (Lot 15); 80-4-222-2710316 (Lot 16); 80-4-222-271-0317 (Lot 17); 80-4-222-271-0318 (Lot 18); 80-4-222-271-0321 (Outlot 1); 80-4-222-271-0322 (Outlot 2); 80-4-222-2710323 (Outlot 3); And 80-4-222-271-0324 (Outlot 4); And no other land is contained within such tax unit.

"The surveyed land is a lawfully created parcel and has been subdivided in accordance with all applicable laws, statutes, ordinances, and regulations including without limitation applicable subdivision ordinances."

N

0 30 60
SCALE: 1" = 30'



VICINITY MAP
NE 1/4 SEC. 27-2-22
TOWN OF SOMERS

LEGEND:

- FOUND IRON ROD OR IRON PIPE
- FLARED END SECTION
- INLET
- MANHOLE
- LIGHT POLE
- ELECTRIC VAULT
- FIRE HYDRANT
- WATER VALVE BOX
- GAS VALVE BOX
- POWER POLE
- POWER POLE WITH GUY WIRE
- CONCRETE CURB AND GUTTER
- GROSS BOUNDARY LINE
- NET BOUNDARY LINE
- STORM SEWER LINE
- 30' BSL — BUILDING SETBACK LINE
- 20' LB — LANDSCAPE BUFFER
- 10' GE — GENERAL EASEMENT
- 20' WME — WATER MAIN EASEMENT
- ACCESS RESTRICTED LINE PER SUB DOC. 1535778
- 7.5' UE — UTILITY EASEMENT

Note:

(12) 1. All easement and setback lines are shown per Somers Market Subdivision Doc. 1535778, unless noted otherwise.

2. Refer to sub plat Doc. 1535778 for all lot dimensions, curve data, easement dimensions and details.

3. Basis of Bearings North line of NE 1/4 Section 27, T2N, R22E per CSSD for Section Surveys in the Town of Somers, Kenosha County, Wisconsin having a Bearing of N89°43'14"W

4. S89°22'37"W 379.18' (R&M) – RECORD AND MEASURED BEARING AND DIMENSION

REVISIONS		
NO.	ITEM	DATE

SCALE:	1" = 30'
DRAWN BY:	MH
CHECKED BY:	TM
DATE:	12/19/14

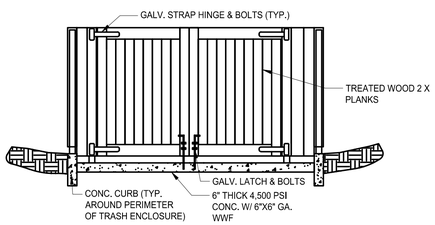
McClure Engineering Associates, Inc.
2728 Grand Avenue Waukegan, Illinois 60085-2495
TEL 847-336-7100 FAX 847-336-7155
Design Firm License: Illinois 184-000816

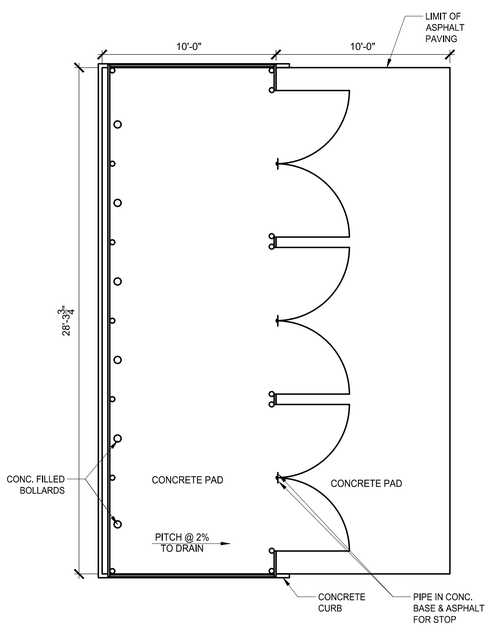
Copyright 2014 by McClure Engineering Associates, Inc.

ALTA/ACSM LAND TITLE SURVEY
SOMERS MARKET CENTER LOT 9
TOWN OF SOMERS JOB NUMBER: 02-13-14-199 KENOSHA COUNTY, WISCONSIN

W:\dwg\WI\WISS\SOMERS MARKET\SOMERS MARKET ALTA.dwg 12/19/2014 2:10:47 PM CST

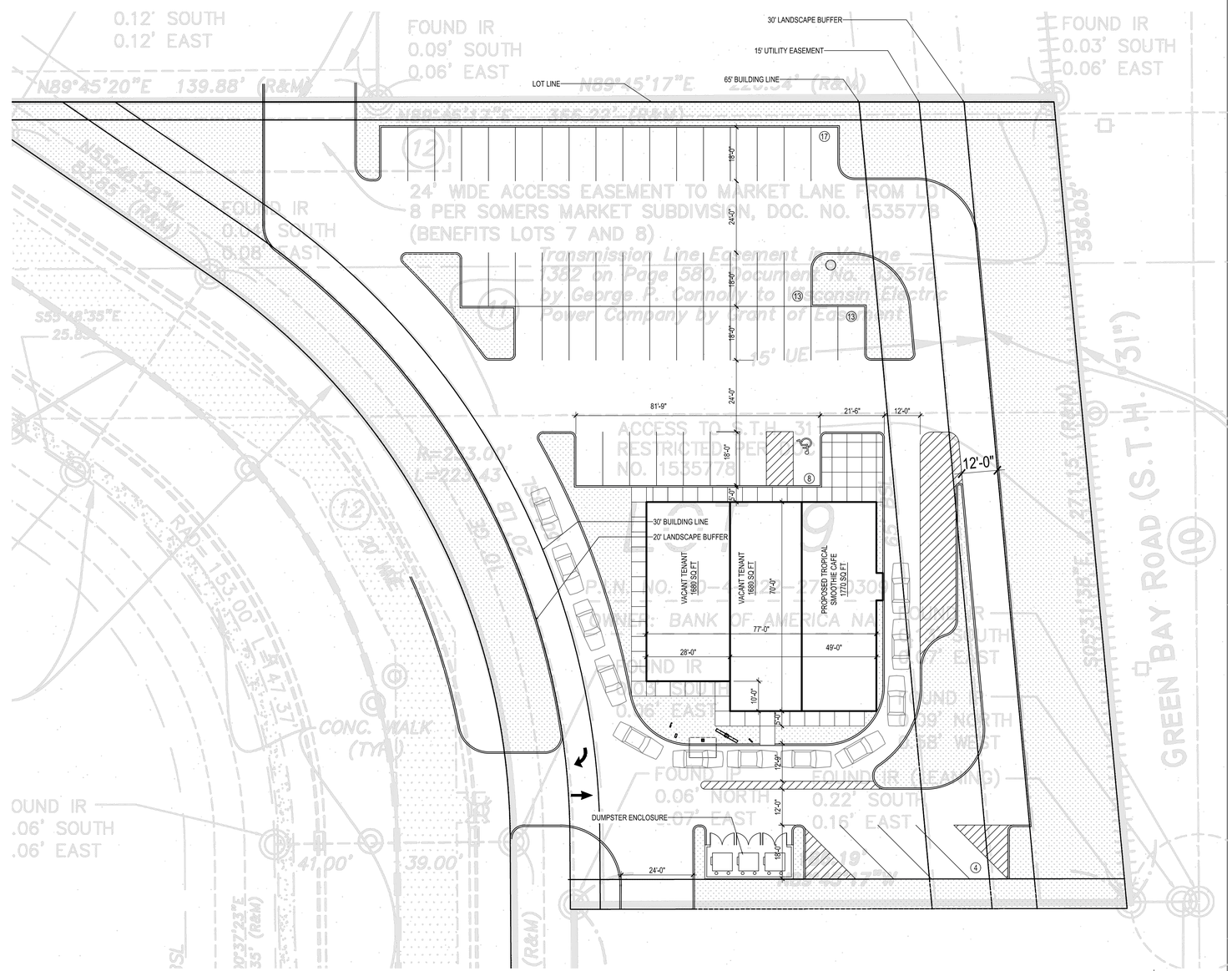
SHEET NO. 1 of 1





2 TRASH ENCLOSURE DETAIL

SCALE: 1/4" = 1'-0"



1 SITE PLAN

SCALE: 1" = 20'-0"

CIVIL ENGINEERING	
STRUCTURAL ENGINEER	
MEP ENGINEER	
PHOTOMETRICS	VILLA LIGHTING
DEVELOPER	SERVE HOSPITALITY
ARCHITECT	

kolbrook design
828 DAVIS ST. SUITE 300
EVANSTON, IL 60201
OFFICE: 847.492.1992 | FAX: 312.453.0699
WISCONSIN PROFESSIONAL DESIGN FIRM: 3736-11

WISCONSIN STEVEN W. BROOKS A-11120 EVANSTON IL ARCHITECT

EXP: 07/31/24
SIGNED: 02/22/24

PROJECT:
SOMERS RESTAURANTS TROPICAL SMOOTHIE CAFE

LOT 9, SOMERS MARKET CENTER
SOMERS, WISCONSIN 47250
PROPERTY ID# 82-4-222-271-0309

DRAWING ISSUE	DATE
FOR REVIEW	02/22/2024

DRAWN BY: DC
CHECKED BY:
SHEET TITLE:

SITE PLAN

SHEET NO.
SP1.0

Kolbrook Job No.	1674.025	Consultant Job No.	-

Copyright © 2024 Kolbrook Design, Inc.

GENERAL NOTES

A. KNOW WHAT IS BELOW, CALL 811 BEFORE YOU DIG.

B. NO OBSTRUCTIONS SUCH AS STRUCTURE, FENCES, PARKING OR VEGETATION SHALL BE PERMITTED BETWEEN HEIGHTS OF 2'-0" AND 10'-0" (KENOSHA COUNTY MUNICIPAL CODE 12.13.010)

LANDSCAPE PLAN NOTES

A. PLANT MATERIAL SHALL BE NURSERY GROWN AND BE EITHER BALLED AND BUR-LAPPED OR CONTAINER GROWN. SIZE AND SPREADS ON PLANT LIST REPRESENT MINIMUM REQUIREMENTS.

B. NO LANDSCAPING, FENCING, OR SIGNS ABOVE 30 INCHES IN HEIGHT ARE TO BE LOCATED ON A PRIVATE PROPERTY WITHIN A 12'-0" SIGHT TRIANGLE AS MEASURED FROM THE RIGHT-OF-WAY.

C. PROVISION SHOULD BE MADE TO PROVIDE A CLEAR SIGHT TRIANGLE

B. THE REQUIREMENTS FOR MEASUREMENT, BRANCHING AND BALL SIZE SHALL CONFORM TO THE LATEST ADDITION OF ANSI Z60.1, AMERICAN STANDARD OF NURSERY STOCK BY THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION.

C. ANY MATERIALS WITH DAMAGED OR CROOKED/DISFIGURED LEADERS, BARK ABRASION, SUN SCALD, INSECT DAMAGE, ETC ARE NOT ACCEPTABLE. TREES WITH MULTIPLE LEADERS WILL BE REJECTED UNLESS CALLED FOR IN THE PLANT LIST AS MULTI-STEM OR CLUMP (CL).

D. IF ANY MISTAKES, OMISSIONS, OR DISCREPANCIES ARE FOUND TO EXIST WITH THE WORK PRODUCT, THE LANDSCAPE ARCHITECT SHALL BE PROMPTLY NOTIFIED SO THAT THEY HAVE THE OPPORTUNITY TO TAKE ANY STEPS NECESSARY TO RESOLVE THE ISSUE. FAILURE TO PROMPTLY NOTIFY THE LANDSCAPE ARCHITECT AND THE OWNER OF SUCH CONDITIONS SHALL ABSOLVE THEM FROM ANY RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH FAILURE.

E. UNDER NO CIRCUMSTANCES SHOULD THE PLANS BE USED FOR CONSTRUCTION PURPOSES WITHOUT EXAMINING ACTUAL LOCATIONS OF UTILITIES ON SITE, AND REVIEWING ALL RELATED DOCUMENTS MENTIONED HEREIN, INCLUDING RELATED DOCUMENTS PREPARED BY THE PROJECT CIVIL ENGINEER AND ARCHITECT. CIVIL ENGINEERING OR ARCHITECTURAL BASE INFORMATION HAS BEEN PROVIDED BY OTHERS. THE LOCATION OF VARIOUS SITE IMPROVEMENTS ON THIS SET OF DRAWINGS IS ONLY ILLUSTRATIVE AND SHOULD NOT BE RELIED UPON FOR CONSTRUCTION PURPOSES.

F. QUANTITY LISTS ARE SUPPLIED AS A CONVENIENCE. HOWEVER, BIDDERS AND THE INSTALLING CONTRACTOR SHOULD VERIFY ALL QUANTITIES. THE DRAWINGS SHALL TAKE PRECEDENCE OVER THE LISTS. ANY DISCREPANCIES SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT.

G. ACTIONS TAKEN WITHOUT THE KNOWLEDGE AND CONSENT OF THE OWNER AND THE LANDSCAPE ARCHITECT OR IN CONTRADICTION TO THE OWNERS AND THE LANDSCAPE ARCHITECT'S WORK PRODUCT RECOMMENDATIONS SHALL BECOME THE RESPONSIBILITY NOT OF THE OWNER AND LANDSCAPE ARCHITECT, BUT FOR THE PARTIES RESPONSIBLE FOR TAKING OF SUCH ACTION.

H. REFER TO CIVIL ENGINEERING DOCUMENTS FOR DETAILED INFORMATION REGARDING SIZE, LOCATION, DEPTH AND TYPES OF UTILITIES, AS WELL AS LOCATIONS OF OTHER SITE IMPROVEMENTS, OTHER THAN LANDSCAPE IMPROVEMENT.

I. PLANT SYMBOLS ILLUSTRATED ON THIS PLAN ARE A GRAPHIC REPRESENTATION OF PROPOSED PLANT MATERIAL TYPES AND ARE INTENDED TO PROVIDE FOR VISUAL CLARITY. HOWEVER, THE SYMBOLS DO NOT NECESSARILY REPRESENT ACTUAL PLANT SPREAD AT THE TIME OF INSTALLATION.

J. ALL PLANT SPECIES SPECIFIED ARE SUBJECT TO AVAILABILITY. MATERIAL SHORTAGES IN THE LANDSCAPE INDUSTRY MAY REQUIRE SUBSTITUTIONS. ALL SUBSTITUTIONS MUST BE APPROVED BY THE VILLAGE, LANDSCAPE ARCHITECT AND OWNER.

K. THE LANDSCAPE CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO DIGGING BY CALLING THE PUBLIC OR PRIVATE AGENCY NECESSARY FOR UTILITY LOCATIONS.

L. ALL BED LINES AND TREE SAUCERS SHALL REQUIRE A HAND SPADED EDGE BETWEEN LAWN AND MULCHED AREAS.

M. GRADING SHALL PROVIDE SLOPES WHICH ARE SMOOTH AND CONTINUOUS. POSITIVE DRAINAGE SHALL BE PROVIDED IN ALL AREAS.

N. SOD SHALL BE MINERAL BASE ONLY.

O. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR ONE (1) YEAR FROM THE DATE OF ACCEPTANCE.

P. ALL COMPLETED PLANTING BEDS AND TREE SAUCERS, EXCEPTS FOR GROUNDCOVER BEDS, SHALL BE MULCHED WITH THREE (3) INCHES OF UN-DYED SHREDDED HARDWOOD BARK.

Q. ALL GROUNDCOVER BEDS SHALL BE MULCHED WITH THREE (3) INCHES OF PINE BARK FINES.

TREE AND TREE PRESERVATION NOTES

A. STAKING OF DECIDUOUS TREES NOT REQUIRED UNLESS TREE WILL NOT REMAIN PLUMB.

B. TRUNK OF TREE SHALL BE PROTECTED W/ TREE WRAP. SECURE WRAP W/ TWINE @ TOP & REMOVE THE NEXT SPRING.

C. DO NOT STAKE INTO ROOT BALL

D. CONSTRUCTION FENCING SHALL BE ERECTED PRIOR TO ANY GRADING OR CONSTRUCTION ACTIVITIES PREVENTING COMPACTION OF ROOT SYSTEMS OF EXISTING TREES AND SHRUBS. THE FENCING SHALL ENCLOSE THE AREA BENEATH THE DRIP LINE OF THE TREE CANOPY AND SHALL REMAIN IN PLACE UNTIL ALL CONSTRUCTION IS COMPLETED. NO PARKING, MATERIAL STORAGE OR CONSTRUCTION ACTIVITIES SHALL BE PERMITTED WITHIN THE FENCED AREA.

E. ALL EXISTING LANDSCAPING NOTED FOR PRESERVATION, SHALL BE PROTECTED DURING CONSTRUCTION VIA PLASTIC SAFETY FENCING. FENCING SHALL BE 4' HIGH AND ATTACHED TO STEEL DRIVEN POSTS SET NO FARTHER THAN 8' O.C. IT SHALL BE INSTALLED AT THE PERIPHERY OF THE DRIP LINE OF EXISTING PLANT MATERIAL OR BEYOND TO PREVENT STORAGE OF VEHICLES OR MATERIALS AND THE ENCROACHMENT OF GRADING AND CONSTRUCTION EQUIPMENT.

BED PLANTING NOTES

A. PERENNIALS & ORNAMENTAL GRASSES SHALL BE TOP DRESSED WITH 2" OF SHREDDED HARDWOOD MULCH.

B. GROUNDCOVER & ANNUALS SHALL BE TOP DRESSED WITH 2" OF MUSHROOM COMPOST.

C. SLICE, CUT, OR SEPARATE EXTERIOR ROOTS ON ROOT-BOUND CONTAINER PLANTS TO PROMOTE ROOT GROWTH.

D. CERTAIN BULBS/PERENNIALS MAY REQUIRE OTHER PLANTING DEPTHS. CONSULT BULB DISTRIBUTOR FOR PRECISE DEPTHS.

E. ALL BED PLANTINGS SHALL BE INSTALLED WITH TRIANGULAR SPACING. SEE SPECIFIC SPACING DIMENSION ON DRAWINGS

CODE COMPLIANCE CALCULATIONS

OPEN YARD AREAS
ORDINANCE: 1x EVERGREEN/DECIDUOUS TREE PER 1000SF
ORDINANCE: 2x ORNAMENTAL TREES OR 2x SHRUBS = 1x EVERGREEN TREE (EQUIVALENT)
VILLAGE OF SOMERS, WI MUNICIPAL CODE 3.19(5)

BUILDING FOUNDATIONS
ORDINANCE: 1x ORNAMENTAL TREE PER 20'-0" LINEAR
ORDINANCE: 2x SHRUBS = 1x ORNAMENTAL TREE (EQUIVALENT)
VILLAGE OF SOMERS, WI MUNICIPAL CODE 3.19(6)

STREET FRONTAGE
ORDINANCE: 1x EVERGREEN/DECIDUOUS TREE PER 50'-0" LINEAR (KENOSHA COUNTY MUNICIPAL CODE 12.16.070)
ORDINANCE: 2x ORNAMENTAL TREES or 2x SHRUBS = 1x EVERGREEN TREE (EQUIVALENT)
VILLAGE OF SOMERS, WI MUNICIPAL CODE 3.19(7)

PARKING AREA PERIMETER
ORDINANCE: 1x EVERGREEN/DECIDUOUS TREE PER 25'-0" LINEAR
ORDINANCE: 2x ORNAMENTAL TREES OR 4x SHRUBS = 1x EVERGREEN/DECIDUOUS TREE (EQUIVALENT)
VILLAGE OF SOMERS, WI MUNICIPAL CODE 3.19(8)

PARKING INTERIOR
ORDINANCE: 160 SF MIN PER LANDSCAPE ISLAND
ORDINANCE: 1x DECIDUOUS TREE OR 1x ORNAMENTAL TREE PER ISLAND
VILLAGE OF SOMERS, WI MUNICIPAL CODE 3.19(6)

LANDSCAPE CALCULATION
OPEN YARD AREA: 9,446.49 SF / 1000 SF = 10x TREES
BUILDING FOUNDATION: 284'-0" LINEAR / 20'-0" LINEAR = 15x TREES
STREET FRONTAGE: 597'-1 $\frac{1}{16}$" LINEAR / 50'-0" LINEAR = 12x TREES
PARKING AREA PERIMETER: 952'-9 $\frac{3}{4}$" LINEAR / 25'-0" LINEAR = 39x TREES
PARKING INTERIOR: 2x ISLANDS @ 1x TREE PER ISLAND = 2x TREES

QUANTITIES

DECIDUOUS SHADE TREES

KEY	#	BOTANICAL NAME	COMMON NAME	TYPE	MATURE HT.	MATURE WIDTH	SPACING
WB	2	BETULA POPULIFOLIA	WHITESPIRE BIRCH		30'-0"	20'-0"	
HZ	1	CORYLUS AMERICANA	HAZELNUT		16'-0"	15'-0"	
TN	1	CERCIS CANADENSIS	EASTERN REDBUD		16'-0"	15'-0"	

DECIDUOUS SHRUBS

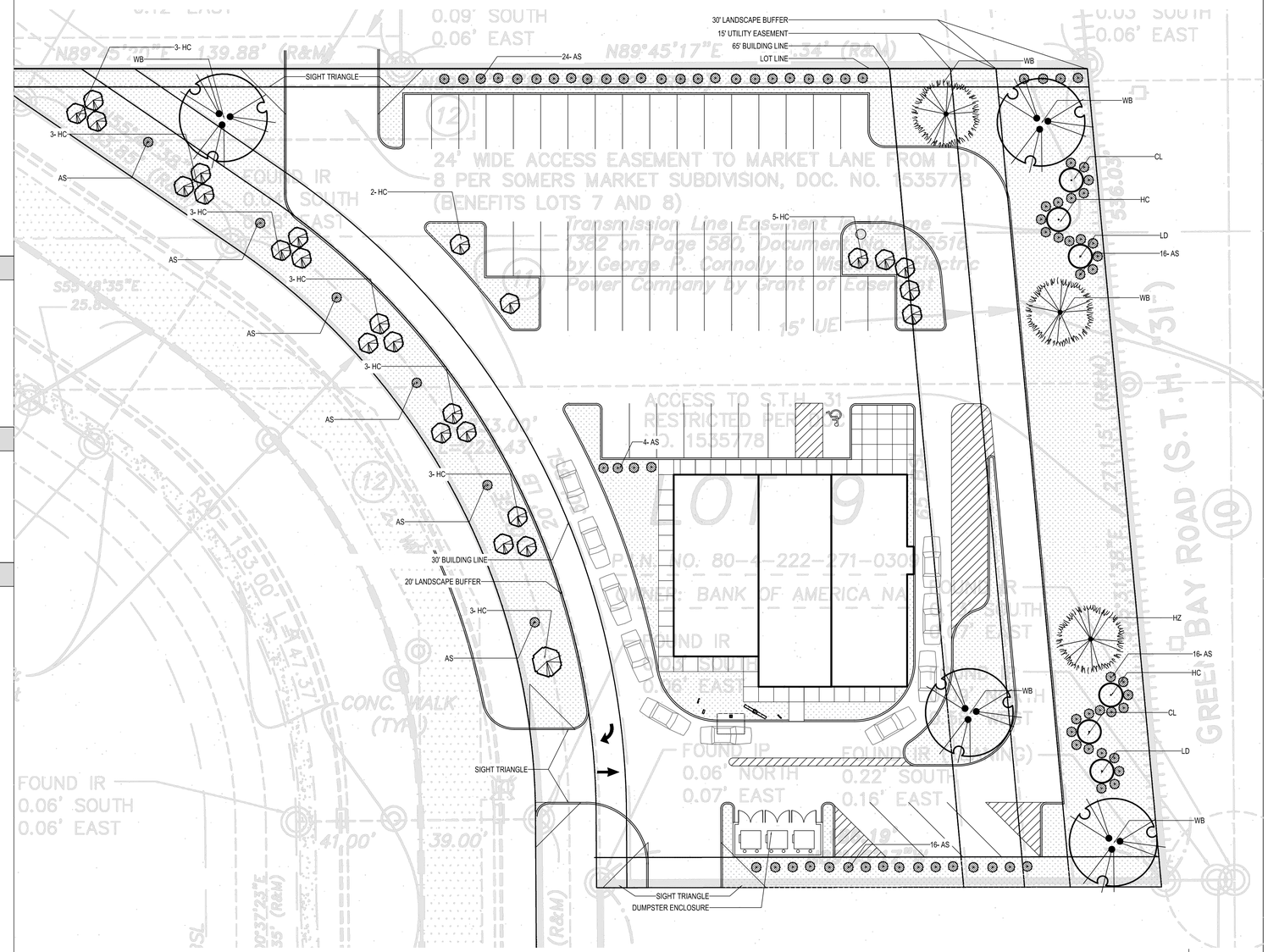
KEY	#	BOTANICAL NAME	COMMON NAME	TYPE	MATURE HT.	MATURE WIDTH	SPACING
LD	2	SAMBUCUS CANADENSIS	AMERICAN ELDERBERRY		10'-0"	6'-0"	
CL	2	SYRINGA VULGARIS	COMMON LILAC		12'-0"	8'-0"	
HC	7	VIBURNUM TRILOBUM	HIGHBUSH CRANBERRY		8'-0"	8'-0"	

EVERGREEN SHRUBS

KEY	#	BOTANICAL NAME	COMMON NAME	TYPE	MATURE HT.	MATURE WIDTH	SPACING
AS	83	THUJA OCCIDENTALIS	AMERICAN ARBORVITAE (BOXWOOD)		3'-0"	3'-0"	

EVERGREEN TREES

KEY	#	BOTANICAL NAME	COMMON NAME	TYPE	MATURE HT.	MATURE WIDTH	SPACING
AS	3	THUJA OCCIDENTALIS	AMERICAN ARBORVITAE		25'-0"	10'-0"	



1 LANDSCAPE PLAN
SCALE: 1" = 20'-0"

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PHOTOMETRICS VILLA LIGHTING
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WISCONSIN PROFESSIONAL DESIGN FIRM: 3736-11
WISCONSIN STEVEN W. BROOKS A-11120 EVANSTON IL ARCHITECT
EXP: 07/31/24
SIGNED: 02/22/24

PROJECT:
SOMERS RESTAURANTS TROPICAL SMOOTHIE CAFE
LOT 9, SOMERS MARKET CENTER
SOMERS, WISCONSIN 47250
PROPERTY ID# 82-4-222-271-0309

DRAWING ISSUE	DATE
FOR REVIEW	02/22/2024

DRAWN BY: DC
CHECKED BY:
SHEET TITLE:
LANDSCAPE PLAN

SHEET NO.
L1.0

Kolbrook Job No.	1674.025	Consultant Job No.	-

GENERAL NOTES

A. GC TO FIELD VERIFY CEILING HEIGHTS FOR STEM/CORD MOUNTED FIXTURES

B. POLE STYLE (SQUARE), COLOR, AND TOTAL MOUNTING HEIGHT (BASE, POLE, FIXTURE) SHALL BE DESIGNED TO MATCH THE EXISTING DEVELOPMENTS

C. THE ELECTRICAL CONTRACTOR SHALL REPORT AN DAMAGED LIGHT FIXTURES OR MISSING PARTS TO VILLA LIGHTING WITHIN 48 HOURS OF RECEIPT OF LIGHT FIXTURE PACKAGE.

D. LIGHT LEVELS ARE CALCULATED ON THE GROUND.

E. TYPE OF WIRE TO BE INSULATED COPPER

F. SIZE OF WIRE TO BE #10G

PHOTOMETRIC PLAN NOTES

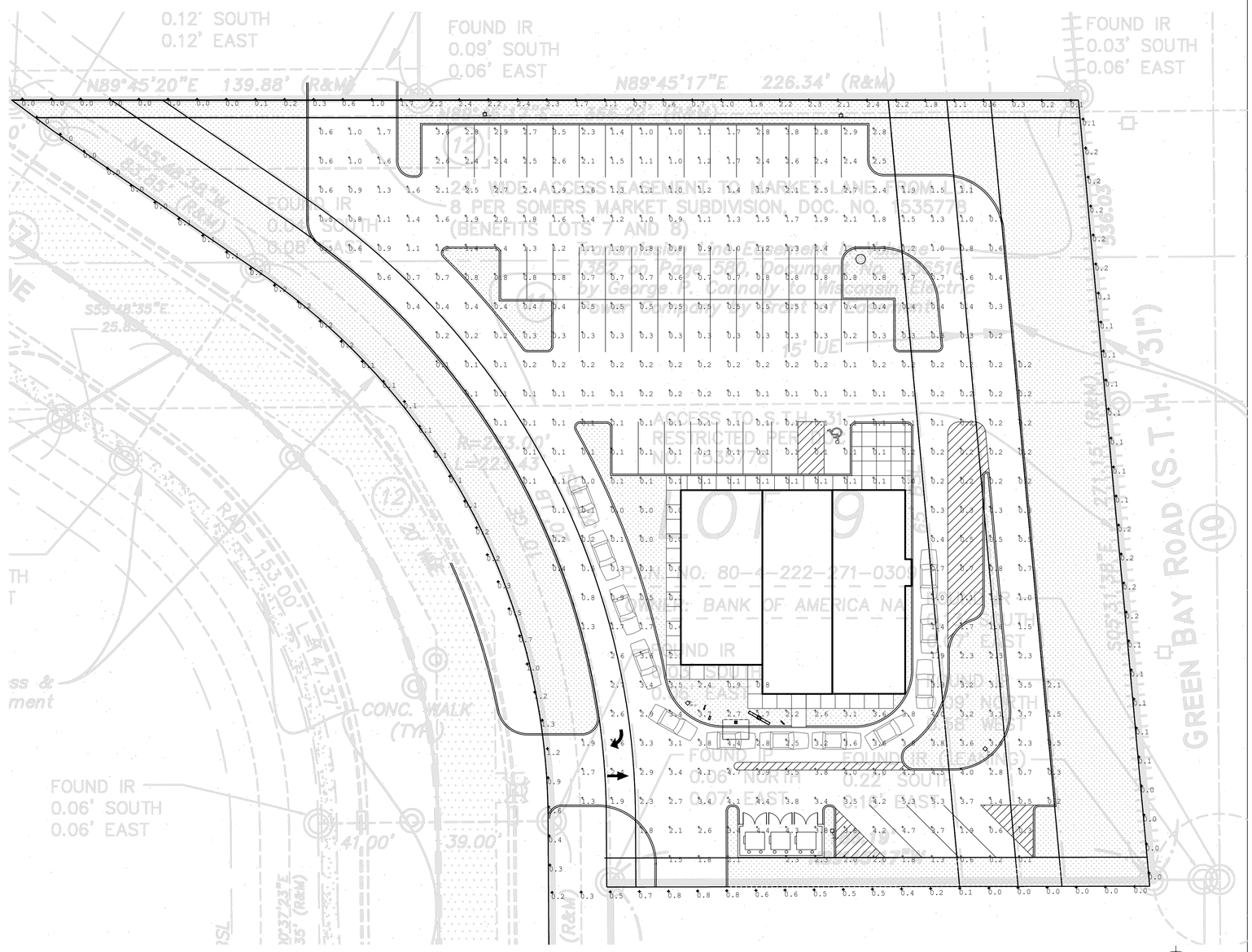
1. ALL POLE SPECIFICATIONS DESIGNED TO MATCH NEIGHBORING DEVELOPMENTS CULVER'S AND SHERWIN WILLIAMS
2. POLE AND WALL MOUNTED LIGHTING FIXTURES SHALL BE SELECTED TO MATCH THAT OF THE PRAIRIE SERIES 1230
3. ALL FIXTURES TO USE A CLEAR PATTERNED ACRYLIC LENS (CPA)

Luminaire Schedule

Symbol	Qty	Label	Arrangement	Description	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
	5	P4	Single	PRV-C40-D-UNV-T4-BZ-HSS	1.000	15518	131	655

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING LOT	Illuminance	Fc	1.32	5.3	0.0	N.A.	N.A.
PROPERTY LINE	Illuminance	Fc	0.50	2.4	0.0	N.A.	N.A.



1 **PHOTOMETRIC PLAN**
SCALE: 1" = 20'-0"

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PROPERTY ID# 82-4-222-271-0309

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PHOTOMETRIC PLAN

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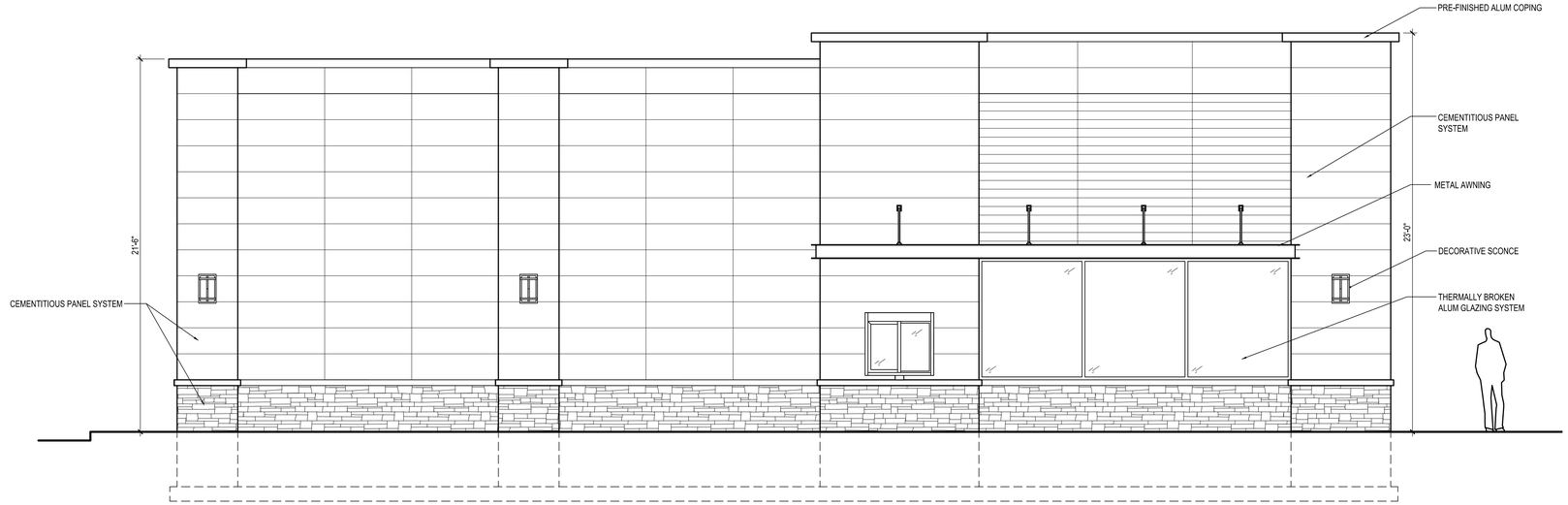
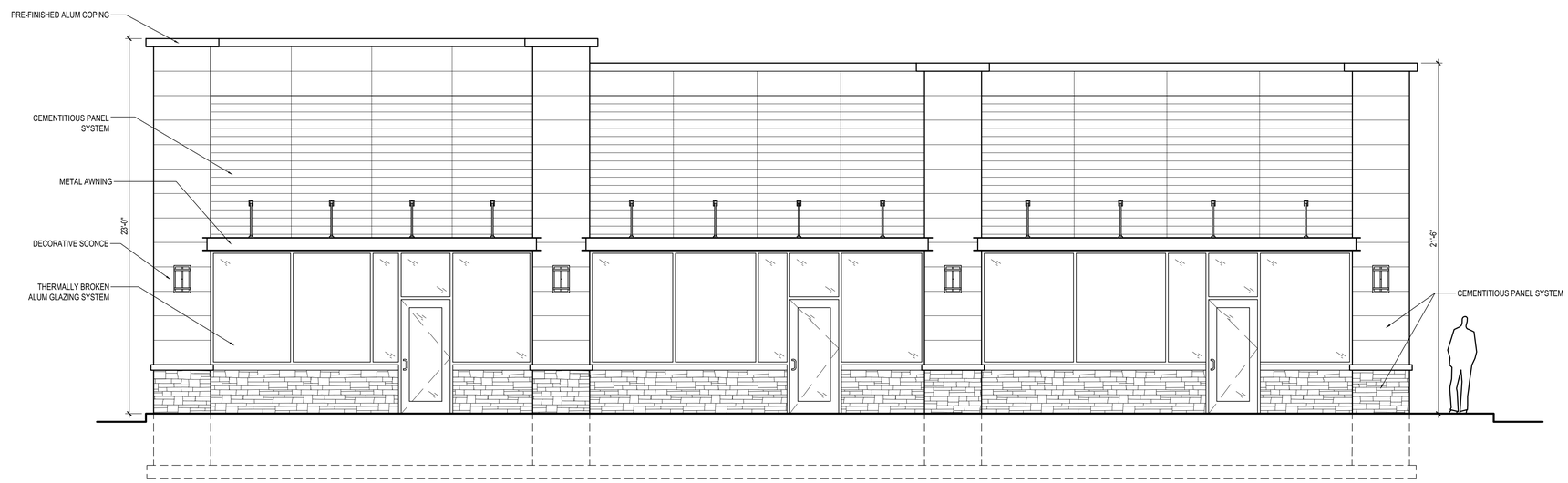
PH1.0

Kolbrook Job No. 1674.025 | Consultant Job No. -



2 EAST ELEVATION

SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION

SCALE: 1/4" = 1'-0"

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TROPICAL SMOOTHIE CAFE

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EXTERIOR ELEVATIONS

SHEET NO.

A5.0

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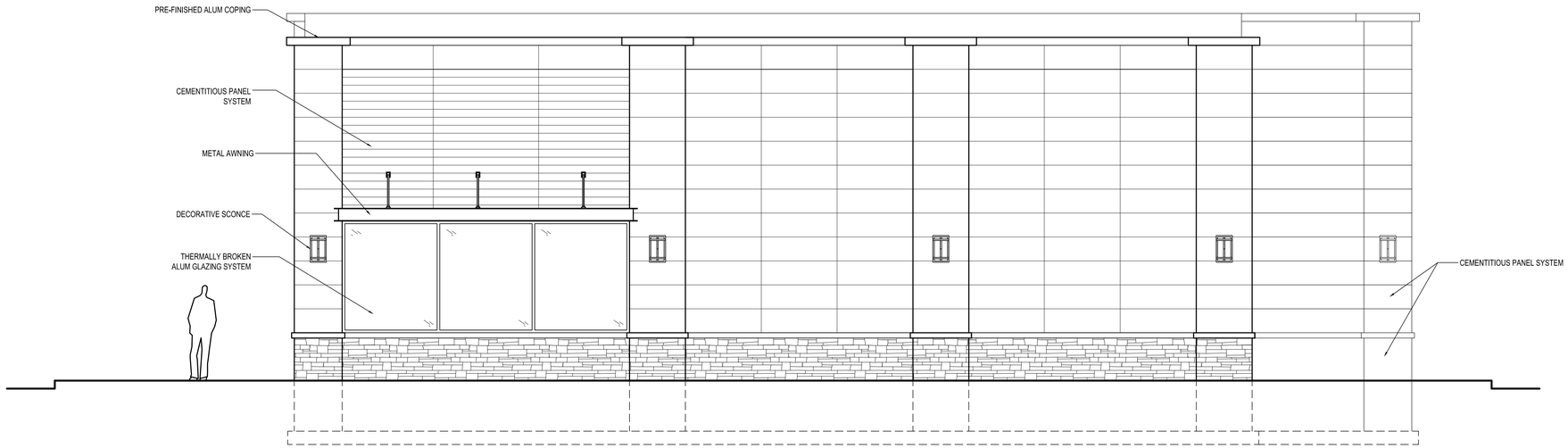
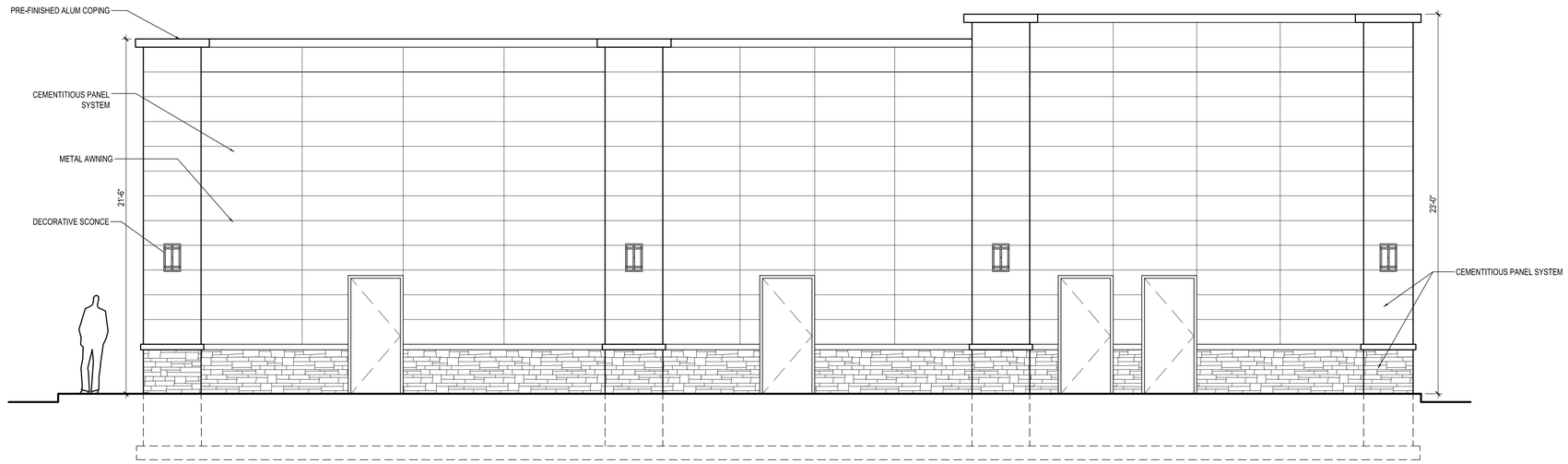


2 WEST ELEVATION
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

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Kolbrook Job No.	1674.025	Consultant Job No.	-

2 **EAST ELEVATION**
SCALE: 1/4" = 1'-0"

1 **NORTH ELEVATION**
SCALE: 1/4" = 1'-0"

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2 **WEST ELEVATION**
SCALE: 1/4" = 1'-0"

1 **SOUTH ELEVATION**
SCALE: 1/4" = 1'-0"

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MEP ENGINEER	
PHOTOMETRICS	VILLA LIGHTING
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CONDITIONAL USE PERMIT

Effective Date: _____, 2024

The Village Board of the Village of Somers, Kenosha County, Wisconsin, hereby grants to the owners of the above referenced parcel, described with more particularity on the legal description attached hereto and incorporated herein by reference, the right for the owner, its lessees, agents or representatives, to utilize a portion of the premises known as Lot 9 of Somers Market Subdivision, recorded as Document No. 1535778 in the office of the Register of Deeds for Kenosha County, to operate on outside dining area, subject to the following conditions:

Davison Law Office, Ltd.
1207 55th Street
Kenosha, WI 53140

82-4-222-271-0309

1. This Conditional Use Permit is subject to the application of RCG-Somers, LLC (the former owner) and Somers Venture, LLC, (the new owner), which application is on file in the office of the Clerk/Treasurer for the Village of Somers and stamped received by the office of Planning and Development on February 28, 2024, including associated site plans and renderings, which indicates an approximately _____ sq. ft. outdoor seating area surrounded by 36 inch tall railing enclosure on the _____ side of the proposed restaurant and shall affect the premises described on the attached Exhibit "A" which is incorporated herein by reference.

2. The applicant shall comply with all parking requirements outlined in the Village of Somers General Zoning and Shoreland/Floodplain Zoning Ordinance.

3. The name of the restaurant shall be "Tropical Smoothie Café". There shall be no other business conducted on the premises covered by this conditional use permit without the advance written consent of the Village and Amendment of this permit.

4. There shall be no outside storage of any kind.

5. Any expansion of the conditional use granted herein shall occur only following review by and the consent of the Village Board.

6. Any new signage shall be in accordance with the aforementioned zoning ordinance.

7. There shall be no storage of gasoline, other petrohyrdocarbons or any other material classified as hazardous at the site or in any building located thereon.

draft

8. Sound system(s) on the exterior portion of the premises including the exterior dining area shall be minimized and shall be subject to the approval of the Village Building Inspector.

9. Any change of the submitted plan of operation, change in use, and/or a proposed addition(s) to any existing principal building(s) or proposed new principal building(s), shall require the petitioner to reapply for a Conditional Use Permit to the Village Plan Commission for its review and approval.

10. The undersigned shall fully cooperate with any law enforcement personnel performing inquiries or investigations. Any substantial change or expansion of the submitted plan of operation (i.e. expansion of the proposed outside dining area or addition of new outside dining areas) shall require the applicant to reapply for a Conditional Use Permit to the Village of Somers for its review and approval.

11. There shall be no alcohol on any portion of the premises which comprises the exterior seating area as depicted on the attached Exhibit "B" or on any other portion of the premises which is not licensed for alcohol consumption.

12. The Village Building Inspector shall establish an occupancy permit based upon all of the available circumstances including, but not limited to, the overall space of the premises and such other factors as the Building Inspector may deem relevant.

13. The undersigned recognizes and acknowledges that the violation of this condition or the violation of the prohibition of alcohol on the outdoor seating portion of the premises shall, in and by itself, constitute grounds for the immediate revocation of this conditional use permit.

14. The undersigned each recognize that in the event that a permit holder fails to comply with the conditions specified in this permit, the permit may be revoked by the Village Board upon ten (10) days notice to the permit holder(s). The permit holder(s) shall be entitled to a hearing before the Village Plan Commission on the question of revocation of the conditional use permit and approval of the Village Plan Commission shall be required for the reinstatement of any conditional use permit.

15. It is the total responsibility of the petitioner to assure and guarantee that the above stated conditions are fully complied with. If property ownership and/or tenant shall happen to change, then it shall be the responsibility of the person(s) that signed these conditions to notify the new owner and/or tenant of all above stated conditions of approval.

16. The undersigned agrees to limit the hours of operations of the outdoor seating area of the premises from 7:00 a.m. until 9:00 p.m.

17. The area to be utilized for outdoor seating area shall be as depicted on the attached Exhibit "B" which is incorporated by reference. This area shall be enclosed by a fence approved

draft

by the Village Administrator.

18. It is the total responsibility of the petitioner to assure and guarantee that the above stated conditions are fully complied with. Any deviation from the approved plans and conditions shall result in the issuance of a citation and associated stop work order until the project is brought back into compliance. Continuance of the project shall result in a recommendation for revocation of the Conditional Use Permit.

Dated at Somers, Wisconsin, this _____ day of _____, 2024.

OWNER
SOMERS VENTURE, LLC

By:_____
Printed Name:_____, its_____

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2024, the above named _____, on behalf of Somers Venture, LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

This instrument was drafted by

Attorney Jeffrey J. Davison
DAVISON LAW OFFICE, LTD.

draft

EXHIBIT "A"

LEGAL DESCRIPTION:

Lot 9, Somers Market Center Subdivision, as recorded in the Register of Deeds Office for Kenosha County as Document No. 1535778, being a part of the Northwest Quarter and Southwest Quarter and part of the Northeast Quarter and part of the Southeast Quarter of the Northeast Quarter of Section 27, Township 2 North, Range 22 East, Village of Somers, Kenosha County, State of Wisconsin.

Tax Key No. 82-4-222-271-0309

draft

DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF SOMERS AND SOMERS VENTURE, LLC, A PROPOSED DEVELOPMENT BEING A PART OF SECTION 27, TOWN 2 NORTH, RANGE 22 EAST

WITNESS THIS AGREEMENT made and entered into this _____ day of _____, 2024, 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 SOMERS VENTURE, LLC, a limited liability company organized and doing business under the laws of the State of Delaware but registered in the State of Wisconsin (hereinafter referred to as the "Developer").

WHEREAS, the Developer has proposed to develop on a parcel of land (hereinafter referred to as the "Real Estate") described with more particularity as follows:

Lot 9, Somers Market Center Subdivision, as recorded in the Register of Deeds Office for Kenosha County as Document No. 1535778, being a part of the Northwest Quarter and Southwest Quarter and part of the Northeast Quarter and part of the Southeast Quarter of the Northeast Quarter of Section 27, Township 2 North, Range 22 East, Village of Somers, Kenosha County, State of Wisconsin.

Tax Key No. 82-4-222-271-0309

WHEREAS, the Village Plan Commission has recommended to the Village Board that the site plan attached hereto as Exhibit "A" be approved, and has recommended to the Village Board that said Development be approved subject to the following terms and conditions:

I. INFRASTRUCTURE IMPROVEMENTS

A. INTERNAL PAVEMENT/PARKING AREA, STORM SEWERS AND CROSS-ACCESS EASEMENT.

The Developer shall be responsible to pay for and shall proceed with the preparation of complete plans and specifications for all internal paving and parking areas for the respective proposed site improvements, including all earth work, subgrade preparation and gravel bedding preparation for asphalt paving.

1. Required Improvements. The Developer shall be responsible to pay for and shall proceed with the preparation of complete plans and specifications for all internal paved surfaces prepared by Developer's engineer, including base course preparation and storm sewer construction. For purposes of this Section A, all references to pavement include curbs and

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gutters. No construction shall be commenced until plans and specifications have been reviewed by the Village Engineer and approved by Village. All internal paving improvements shall be privately owned by Developer. The entire cost for the construction of all internal paving improvements including fees for Village services, (inspection, engineering, legal, etc.) shall be paid by the Developer. The Developer shall provide cross-access to contiguous parcels to the Real Estate in the form of Exhibit "E" which is incorporated herein by reference and which shall be recorded at Developer's expense in the office of the Register of Deeds for Kenosha County. In the event that Developer refuses to provide the cross-access pursuant to this Agreement as provided in Exhibit "E", the Conditional Use Permit will be revoked.

2. Indemnification. Developer shall, during the term of Agreement, indemnify, defend and hold harmless Village and its officers, consulting engineers, attorneys, agents, representatives and employees thereof from and against any and all claims, damages, judgments, costs and expenses and attorneys' fees which any of them may pay, sustain or incur should any person or party including Developer, Developer's contractor, subcontractors or materialmen, incur personal injury, property loss or damage arising out of the design or construction of the roadway improvements other than any act or omission of Village, its agents or contractors; provided that Village shall cooperate with Developer and Developer's legal counsel in defending against any such claim. Village shall be permitted to assist in the defense of any such claim at Village's expense if by separate counsel, to the extent permitted by Developer's insurance company.

B. GRADING, EROSION CONTROL AND SURFACE WATER DRAINAGE.

1. The Developer shall design and construct a system for grading, erosion control and surface stormwater drainage facilities which shall be adequate to serve the development and shall be in compliance with requirements and specifications as set forth in §18.32(F) of the Somers Subdivision and Platting Ordinance. Storm and surface waters shall be retained on Property to the extent necessary to assure that the rate of storm and surface water runoff from Property, during the construction and after completion of construction of improvements, shall not be greater than the rate of runoff allowed in Chapter 18 of the Code of Ordinances. Stormwater drainage shall be accomplished by the construction of a stormwater collection system in accordance with the subdivision stormwater plan, Exhibit "S" attached hereto. All such plans and specifications referred to above shall be reviewed by the Village Consulting Engineer and approved by the Village, such costs of review to be paid by Developer.

2. The Developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) which shall address the concerns associated with storm water pollution during mass grading and site preparation during construction of the initial phase of the development. Upon completion of construction of the storm water detention facilities, the Developer's Engineer will certify that such construction is in conformance with the subdivision storm water plan, Exhibit "S" incorporated herein by reference. No occupancy permit shall be issued for any building until such time as a complete topographic survey of the phase of the development containing such building shall have been obtained by the Developer and submitted to the Village Consulting

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Engineer which shall confirm conformance with the subdivision site plan and subdivision storm water plan.

3. All underground storm and surface water conveyance systems and outlet structures for storm and surface water shall meet Village's and State's requirements. Developer shall submit plans, specifications and calculations for such storm and surface water drainage system to Village Consulting Engineer and obtain written approval from the Village, which shall not be unreasonably withheld or delayed prior to construction. All stormwater facilities shall be retained by Developer and shall be maintained in accordance with the schedule described in the attached Exhibit "I", which is incorporated herein by reference. Developer shall be responsible for maintenance, replacement or repair of all storm and surface water conveyance systems and outlet structures lying within Property and on adjacent stormwater detention parcel. Developer shall provide Village with a maintenance easement for the storm and surface water drainage facilities and the Village may specially assess Developer for any service performed by the Village or at its instance.

4. Developer shall enter into a maintenance agreement to provide for the maintenance of stormwater detention facilities for a period of forty (40) years in accordance with Exhibit "I". The maintenance agreement or a recordable document memorializing that agreement shall be recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, so that it is binding upon all subsequent owners of land served by the stormwater management detention facilities. The maintenance agreement shall contain, at a minimum, the following information and provisions:

(a) Identification of the stormwater facilities and designation of the drainage area served by the facilities.

(b) A schedule for regular maintenance of each aspect of the stormwater management system consistent with Exhibit "I".

(c) Identification of the Developer or property owner's association responsible for long-term maintenance of the stormwater management practices identified in the stormwater plan required hereunder.

(d) Authorization for the Village to access the Property to conduct inspections of stormwater detention facilities as necessary to ascertain that the facilities are maintained and in accordance with the agreement. This authorization shall also be noted on the Final Plat prior to recording the same.

(e) Provisions that the Developer repair any maintenance problems which require correction, the specified corrective actions to be taken within thirty (30) days of written notice to Developer (or Developer's approved designee) of the problem (unless after written notice from Developer to Village seeking a longer period of

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time for compliance for good cause, approval of an extension is granted by Village, which approval will not be unreasonably withheld).

(f) Authorization for the Village at its discretion to perform the corrective actions if the Developer does not make the required action within the specified time period listed in subsection (e) above together with the provision that the Village may enter the amount due on the tax rolls and collect the money as a special charge against the Property benefitted by such action by the Village pursuant to §66.0703, Wis. Stats. This authorization shall also be noted on the Final Plat before recording the same.

5. The entire development shall be graded and restored to the proposed elevations shown on the approved grading plan.

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

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

II. ADDITIONAL REQUIRED DEVELOPER IMPROVEMENTS AND DESIGN STANDARDS FOR SAME

A. LANDSCAPING.

1. The Developer shall provide plans and specifications to be approved by the Village, for landscaping for all areas of the proposed development which are in accordance with the landscaping standards stated hereafter and consistent with the Landscaping Plan attached hereto as Exhibit "C". Plans shall show plant lay-out, and shall specify a species and size. All landscaping shall be sprinkled. Exhibit "C" attached is deemed by the Village to satisfy all conditions and requirements of Section II.A. of this Agreement.

2. The total of the area surface of the Real Estate which shall be devoted to green space shall be as is depicted on Exhibit "C" attached hereto or referred to in other documents or incorporated herein by reference. For purposes of this Agreement, "green space" shall be defined as areas which do not constitute impervious or otherwise improved surface areas. The landscaping standards contained herein establish a system to determine the appropriateness and effectiveness of plant installation. The system recognizes that the installation and maintenance of live plants is essential to creating a healthy, safe and aesthetically pleasing environment. The

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system places priority on the planting of deciduous shade trees which results in the highest level of environmental impact mitigation. As such all real property proposed for development shall be landscaped as follows:

(a) Green areas of the site not used for landscaping shall be seeded or sodded with an acceptable maintainable lawn seed mix. Mulch of plantings or planting beds is acceptable provided that such mulching consists of organic or natural materials. Mulches shall be installed so that they will not erode, fall, be plowed or otherwise transported into walks, drives, streets or other hard surfaced portions of the site.

(b) All landscaping shall be installed consistent with industry accepted standards. Installation shall occur prior to the issuance of a Certificate of Occupancy for the site unless such occupancy occurs during winter, in which case the landscaping shall be completed by June 1 of the next summer.

(c) Landscaping required by this title is intended to be a permanent site improvement just as any other building, structure or infrastructure that is necessary to facilitate the intended use of the site. As such, all landscaping shall be continually maintained in a live state. Maintenance shall included periodic and timely watering, fertilizing, pruning and any other such normally required horticulture activity necessary to keep all landscaping in a healthy, safe and aesthetically pleasing state. All landscaping shall be watered by an underground irrigation system which shall be activated no later than May 1 of each year and deactivated no sooner than October 1 of each year. Recognizing that over time plants may mature and die or otherwise expire because of natural or unnatural causes, maintenance shall include the removal and replacement of dead or dying plants. Such replacement shall occur within the same year in which a plant dies or in the spring planting season of the following year.

(d) Planting in utility easements should be avoided. If such planting does occur, it is at the risk of the property owner. Any plants that must be removed because of utility work within such easements shall be replaced by the property owner(s) at their cost. Replacement landscaping shall satisfy the minimum standards of this title.

B. EXTERIOR LIGHTING AND ILLUMINATION

1. The Developer shall provide plans and specifications to be approved by the Village for the exterior lighting and illumination of the development consistent with the Lighting/Photometric Plan, Exhibit "F" attached hereto. Developer shall be responsible for all costs associated with construction and installation of all exterior lighting and illumination. Exhibit "F" as attached is deemed by Village to satisfy all conditions and requirements of Section II.B. of this Agreement.

2. The intent of the following standards is to mitigate the impact of exterior illumination related to development on surrounding properties, while providing safe, healthy and visually attractive nighttime environments. In order to achieve that, good lighting design shall be

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practiced. Good lighting design is characterized by: Illumination levels appropriate for the visual task; reasonably uniform illumination levels on adjoining sites; an absence of glare and consideration of the compatibility and aesthetics of illumination and the mechanical improvements that create it as those relate to surrounding properties and the character of the community.

In order to insure that proper lighting design occurs, the following standards shall apply to all development within the Real Estate:

(a) All exterior lighting fixtures shall be full cut-off fixtures as defined by the Illuminating Engineering Society of North American (IESNA) and shall be of the same design and theme throughout the development. All lighting shall be designed and fixtures selected to prevent glare. The Developer, with the advance written approval of the Village, may modify the cutoff fixture requirement for security lighting in areas where the exterior lights are not visible from a residential area or a public street.

(b) Illumination of sites and improvements thereon shall be designed to avoid competition with illumination on adjoining or neighboring properties.

(c) Illumination levels shall be appropriate for the intended. improvement, area and/or function to be illuminated. In general, illumination levels should follow the guidelines and recommendations of the IESNA.

(d) In no event shall any exterior illumination exceed an average illumination level of twenty (20') foot-candles for the surface to be illuminated unless approved otherwise by the Plan Commission as part of a conditional use permit.

(e) The illumination uniformity ratio (the ratio of the average illumination to the minimum illumination) for the surface to be, illuminated shall not exceed 4:1.

(f) The illumination level at any property line shall not exceed one-half (0.5') foot-candle above the ambient lighting conditions on a cloudless night.

(g) In no instance shall an outdoor lighting fixture be mounted or oriented such that the lighting element is visible from any residence located in a residential zone district.

(h) The following shall be the maximum mounting height for the respective lighting fixture. The mounting height shall be measured from the surface to be illuminated to the bottom of the light fixture.

(1) Parking lot light fixtures in lots - twenty-five (25') feet.

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(2) Building or security lighting - twenty-five (25') feet.

(3) Any other site lighting fixture twenty-five (25') feet or as determined appropriate and consistent with the intent of this title by the Village Administrator.

(i) When a use is not in operation, only building mounted security lighting and up to fifty (50%) percent of all other outdoor lighting fixtures may remain illuminated.

(j) Exterior illumination of wall, building or ground signs, architecture, landscaping, site amenities or other specialty illumination of any kind shall be designed consistent with the intent of this title.

(k) Alternatives to these standards may be proposed to incorporate the use of a particular architectural style or theme or to incorporate innovative or unique illumination techniques. Such alternatives shall be presented to the Village Plan Commission and Village Board with supportive evidence sufficient to determine that the proposal is consistent with intent of the heretofore-established standards. Approval of an alternative illumination plan is at the discretion of the Village Administrator.

(l) A lighting plan, specifications for all proposed fixtures and photometric plan or other plans delineating illuminance levels that evidence compliance with the established standards are required for all developments in order to determine compliance with these standards.

C. BUILDING DESIGN.

1. Exterior building materials shall be of comparable aesthetic quality on all sides. Building materials such as glass, brick, tinted and decorative concrete block, wood, stucco, and exterior insulation and finish systems (EIFS) shall be used, as determined appropriate by the Plan Commission. Decorative architectural metal with concealed fasteners or decorative tilt-up concrete panels may be approved if incorporated into the overall design of the building.

2. The building exterior shall complement other buildings in the vicinity, and shall be of a design determined appropriate by the Village Board and consistent with the Architectural Renderings depicted on attached Exhibit "D". Exhibit "D" as attached is deemed by the Village to satisfy all conditions and requirements of Section II.C. of this Agreement.

3. Public building entryways shall be clearly defined and highly visible on the building's exterior design, and shall be emphasized by on-site traffic flow patterns. Two (2) or more of the following design features shall be incorporated into all public building entryways: canopies or porticos, overhangs, projections, arcades, peaked roof forms, arches, outdoor patios, display windows, distinct architectural details.

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4. Building facade colors shall be non-reflective, subtle, neutral, or earth tone. The use of high intensity colors, metallic colors, fluorescent colors or black on facades shall be prohibited. Building trim and architectural accent elements may feature bright colors or black, but such colors shall be muted, not metallic, not fluorescent, and not specific to particular uses or tenants. Standard corporate and trademark colors shall be permitted only on signage, subject to the limitations contained in applicable standards contained in both Kenosha County and Village ordinances.

5. Screening.

(a) All ground-mounted and wall-mounted mechanical equipment, refuse containers and any permitted outdoor storage shall be fully concealed from on-site and off-site ground level views, with materials identical to those used on the building exterior.

(b) All rooftop mechanical equipment shall be screened by parapets, upper stories, or other areas of exterior walls or roofs so as to not be visible from public streets adjacent or within one thousand (1,000') feet of the subject property. Fences or similar rooftop screening devices may not be used to meet this requirement.

(c) Loading docks shall be completely screened from surrounding roads and properties. Said screening may be accomplished through loading areas internal to buildings, screen walls, which match the building exterior in materials and design, fully opaque landscaping at time of planting, or combinations of the above.

(d) Gates and fencing may be used for security and access, but not for screening, and they shall be of high aesthetic quality. Decorative metal picket fencing and screening is acceptable. Chain link, wire mesh or wood fencing is unacceptable. Decorative, heavy-duty wood gates may be used.

6. Inspections. The Village Building Inspector shall be entitled to inspect all aspects of the construction of the improvements so as to confirm such improvements are consistent with the terms of this Agreement including, but not limited to, the contents of Exhibit "D" attached hereto.

D. TRAFFIC IMPACT.

1. The project shall have direct access to existing public collector roads deemed appropriate by the Village and/or the authority having authority over the respective road(s) as depicted on the site plan, Exhibit "A".

2. Vehicle access shall be designed to accommodate peak on-site traffic volumes without disrupting traffic on public streets or impairing pedestrian safety. This shall be

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accomplished through adequate parking lot design and capacity; access drive entry throat length, width, design, location, and number; and traffic control devices; and sidewalks.

3. Developer shall grant a recorded vehicular cross-access easement to the parcel to the North as depicted on the site plan, Exhibit "A", attached hereto, all in the form of the attached Exhibit "A". This cross-access easement shall be granted at no additional cost to the adjoining parcel owners. In the event that the Developer refuses to provide the cross-access pursuant to this Agreement as provided in Exhibit "E", the Conditional Use Permit will be revoked.

E. PARKING.

1. Parking lots shall be in conformance with Exhibit "A" attached hereto.

2. Parking lot design shall employ interior, vertical faced, curbed landscaped islands at all parking aisle ends. In addition, the project shall provide landscaped islands within each parking aisle spaced at intervals as depicted in the attached Exhibit "A" which is incorporated herein by reference.

3. Semi-tractor/trailer parking shall be prohibited.

F. SIGNAGE.

All signage shall comply with the requirements contained in the Village of Somers General Zoning and Shoreland/Floodplain Zoning Ordinances. The plan for exterior signage shall provide for modest, coordinated and complimentary exterior sign locations, configurations, and color throughout the development. All freestanding signage within the development shall complement on-building signage. The Village may require the use of muted corporate colors on signage if proposed colors are not compatible with the Village design objectives for the area. The use of logos, slogans, symbols, patterns, striping and other markings, and colors associated with a franchise or chain is permitted, and shall be considered as contributing to the number and area of permitted signs.

G. MAINTENANCE OF IMPROVEMENTS.

Developer shall be responsible for maintaining the appearance of the entire development including, but not limited to, all parking areas, and landscape features in accordance with Exhibit "A" attached hereto. Developer shall be responsible for the collection of debris and snow plowing throughout the entire property and shall periodically clean and maintain all paved surfaces. Any debris collected shall be disposed of in accordance with all federal, state and local laws. Developer acknowledges that if, after 30 days written notice from Village, maintenance has not yet been performed in accordance with the provisions of this paragraph then the Village

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may proceed to maintain or hire an independent contractor of its choice to maintain the property or parts thereof and impose the costs of such maintenance upon the benefitted property as a special assessment.

III. DEVELOPER WARRANTIES AND OBLIGATIONS

A. VILLAGE COSTS.

Upon execution of this Agreement, Developer shall pay to the Village the actual costs incurred by the Village for engineering, attorney fees and administrative costs. The Developer shall also pay to the Village Engineering fees for staking and inspection of all improvements and any legal and administration costs encountered by the Village in the development of the real estate as set forth in this Agreement and all documents incorporated therein. In addition to the reimbursements to the Village for costs incurred by the Village referred to above, but in lieu of making a cash deposit for costs undertaken by the Village, the Developer may, at its election, provide the Village with an irrevocable letter of credit in a form acceptable to the Village's attorneys issued by a financial institution within the State of Wisconsin to be drawn on by the Village as may be required. Such letter of credit (or cash deposit) shall be in the sum equal to one hundred twenty-five (125%) percent of the collective estimate of all Village engineering costs related to the improvements and any legal and administration costs encountered by the Village in the development of the Real Estate. The Village shall provide the Developer with an accounting of expenditures made on behalf of the Developer and in the event that funds are not sufficient, the Developer shall immediately provide the additional funds. In the event that there shall be surplus funds after the projects are completed the excess shall be returned to the Developer. Payment of all such costs or, in the alternative, delivery of a letter of credit, shall be made prior to issuance of any building permit and the issuance of any building permit shall be conditioned upon payment of such sums or providing a letter of credit in lieu thereof.

B. SUBDIVISION AND CONDOMINIUM PLATTING ORDINANCE.

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

C. INDEMNIFICATION.

Developer shall, during the term of this Agreement, indemnify, defend and hold harmless Village and officers, consulting engineers, attorneys, agents, representatives and employees thereof from and against any and all claims, damages, judgments, costs and expenses and attorney fees which any of them may pay, sustain or incur should any person or party incur personal injury, property loss or damage arising out of the design or construction of any of the public or private improvements relating to this proposed development or as a result of any claim

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for labor, materials or improvements in connection with the construction of the same other than any act or omission to Village, its agents or contractors, provided that Village shall cooperate with Developer and Developer's legal counsel in defending against any such claim, at Village's expense if by separate counsel, to the extent permitted by Developer's insurance company. Any costs or expenses including actual attorney fees, which the Village incurs as a result of any claim indemnified herein shall be reimbursed to the Village either through a cash deposit, any letter of credit posted by the Developer in connection with this Agreement, other assurance or through such other means as the Village, in the Village's sole discretion, deems appropriate.

The Developer contemplates extensive earth work which alters the original topography of the site as shown on the grading plan. It is specifically understood between the Developer and the Village that the indemnification contained in this paragraph shall cover any claim by any other property owner or any contractor, subcontractor or other person who bids on or performs services in connection with any portion of site grading required under this Agreement where such party claims, in whole or in part, to have been damaged, mistaken, misled, or otherwise in error as a result in the change in topography created by the Developer or for any other reason whatsoever.

D. STORMWATER MAINTENANCE.

Developer shall maintain all stormwater facilities in perpetuity. This obligation shall be binding upon all successors and assigns of the Developer and, upon recordation of this document, shall be binding upon all subsequent owners of land served by the stormwater management detention facilities to be constructed under the terms of this Agreement. The Developer shall:

1. Maintain all stormwater detention facilities located on the Real Estate.

2. By entering into this Agreement, authorize the Village to access the property to conduct inspections of stormwater detention facilities as necessary to ascertain that the facilities are maintained in accordance with this Agreement. Developer understands that Developer is responsible to perform the terms and maintenance under this Agreement to repair any maintenance problems which require correction, with specified corrective actions to be taken within thirty (30) days of discovering the need for the same.

3. The Village shall be authorized at the Village's discretion to perform the corrective actions if the landowner does not make required action within the specified time period. The Village may enter the amount due on the tax rolls and collect the monies as a special charge against all property benefitted by such action by the Village pursuant to §66.0703, Wis. Stats., or such other statute as may be applicable.

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IV. MISCELLANEOUS

A. ASSIGNMENT.

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

B. MODIFICATION AND APPLICABLE LAW.

This Agreement supersedes all prior oral or written understandings or representations between the parties except as may be embodied by applicable state, county or town statute, code or ordinance. Any modification to the terms of this Agreement shall only be enforceable if in writing signed by duly authorized representatives of each of the parties hereto in the same manner as this Agreement. This Agreement shall be construed and enforced under the laws of the State of Wisconsin.

C. TERM.

Agreement shall be in effect for a period of forty (40) years from the date of execution hereof and shall inure to the benefit of and be binding upon the successors in title and assigns of Developer and upon successor corporate authorities and successor municipalities of Village. However, the guarantee of improvements shall be for the period specified herein, whether or not such guarantee may extend beyond the term of Agreement, and any recorded restrictions shall have the life accorded to such restrictions under applicable state law.

D. IMPACT FEES.

Developer and Village agree that in lieu of the imposition of the fees delineated in Section 18.30 of the Code of Ordinances of the Village of Somers, including impact fees, the Developer shall make to the Village a donation in the sum of Fifty-nine Thousand Six Hundred Eighty-five and 60/100 ($59,685.60) Dollars upon execution of this Agreement and receipt of all required approvals by the Village of Somers. The Developer and the Village hereby agree to be contractually bound by the terms and conditions of this paragraph, IV.D., in lieu of the terms and conditions of Section 18.30 of the Code of Ordinances, except as provided hereafter, and in consideration of such accommodation on the part of the Village, the Developer agrees to forever waive and relinquish any objection to any fees or the use of such fees by the Village whether such objection could be based upon Chapter 18 of the Code of Ordinances of the Village of Somers, Chapter 66 of the Wisconsin Statutes or otherwise. This waiver and acknowledgment shall be binding upon the legal successors and assigns of the Developer. Developer affirmatively represents that it is not necessary for the Village to expend the donation received under this Agreement in the year in which received and that the Village may use such donation for any lawful purpose without consulting with or advising the Developer as to how such donation is to be used. The foregoing notwithstanding, the voluntary donation referred to in this paragraph

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IV.D., shall not eliminate the requirements of municipal sanitary sewer and municipal water connection fees to be paid by users of those systems as required by Section 18.30(L) and Appendix "C" of the Code of Ordinances of the Village as described hereafter and as delineated on the attached Exhibit "G". Sewer connection fees shall be payable upon execution of this Agreement.

E. DEFAULTS.

No default shall arise hereunder unless the non-defaulting party has provided the defaulting party with written notice and a reasonable cure period of at least ten (10) business days.

F. SEVERABILITY.

If any provision, covenant, or a portion of this Agreement or its application to any person, entity or property is held to be invalid or unenforceable by a court of law or equity, such status shall not affect the application or validity of other provisions, covenants or portions of this Agreement which shall be given effect without the invalid provisions or applications, and to this end, the provisions and covenants of this Agreement are declared to be severable.

G. RECORDATION.

This Agreement shall be recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, and all costs of recordation shall be paid by the Developer.

H. EXECUTION OF COUNTERPARTS.

This Agreement may be executed as two (2) or more counterparts, with each acting as an original.

I. 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	Site Plan
Exhibit C	Landscaping Plan
Exhibit D	Architectural Rendering
Exhibit E	Cross-Access Easement
Exhibit F	Lighting/Photometric Plan
Exhibit G	Sanitary Sewer Connection Fee
Exhibit I	Stormwater Maintenance Plan
Exhibit S	Stormwater Plan

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J. INTEGRATION.

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

K. CHOICE OF LAW AND VENUE.

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

L. 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.

M. CONSTRUCTION.

Each party to this Agreement and their respective legal counsel acknowledge that they have had the opportunity to participate equally in the drafting of this Agreement and that in the event of a dispute, no party shall be treated, for any purpose as the author of this Agreement nor have any ambiguity resolved against it on account thereof.

N. NOMENCLATURE.

The use of the male gender shall include the female, the individual shall include the corporate, and the singular shall include the plural, and visa versa, wherever such usage is appropriate to the context.

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WITNESS OUR HANDS AND SEALS this _____ day of _____, 2024.

VILLAGE OF SOMERS

By:_____
George Stoner, President

Attest:_____
_____, Clerk/Treasurer

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2024, the above named George Stoner, President and _____, Clerk/Treasurer of the Village of Somers, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Printed Name_____
Notary Public; State of Wisconsin
My commission expires_____.

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DEVELOPER
SOMERS VENTURE, LLC

By:_____
Printed Name:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2024, the above _____ _____ on behalf of Somers Venture, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Printed Name:_____
Notary Public; _____ County, _____
My Commission expires_____.

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Established 1843
Somers
VILLAGE & TOWN
www.somers.org
P.O. Box 197, Somers, WI 53171 • PH: (262) 859-2822 • FAX: (262) 859-2331

VILLAGE OF SOMERS
VILLAGE BOARD
MEETING ITEM MEMORANDUM

MEETING DATE: April 23rd, 2024

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #8 Action on Discuss Plan Commission Recommendations (Shoreland):

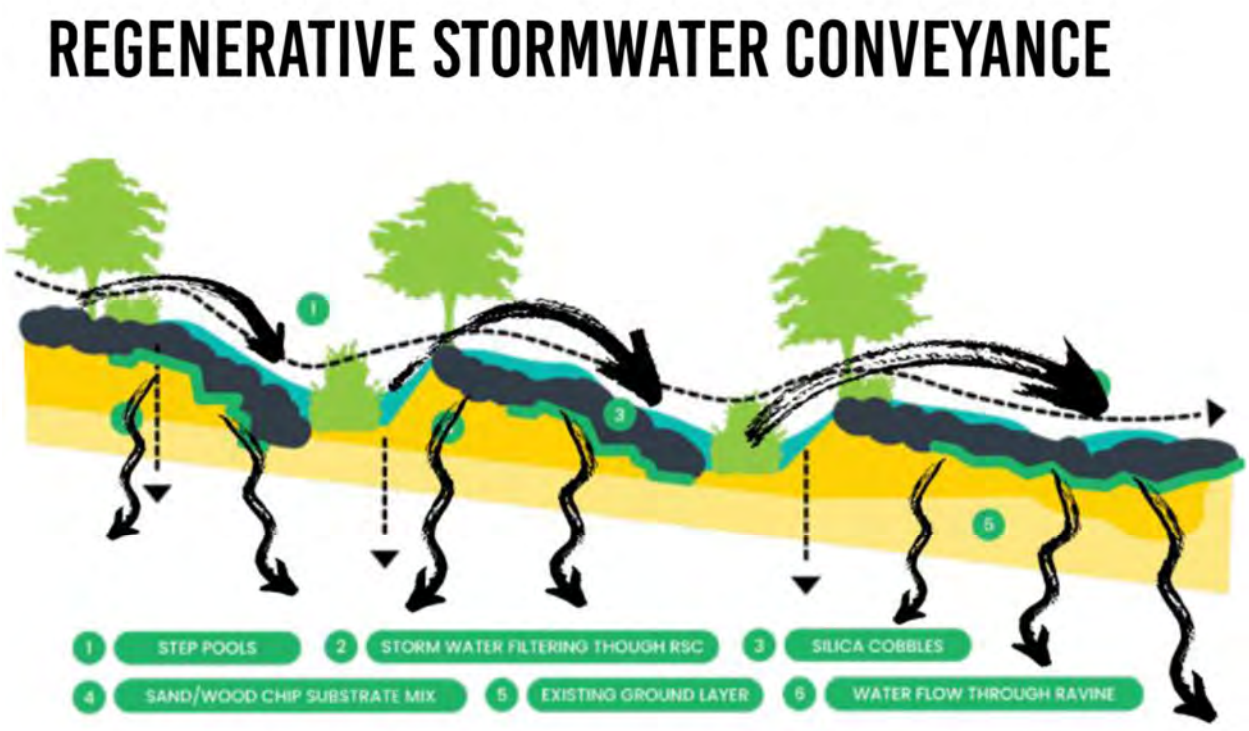
a. Request by Shoreland Lutheran High School Federation, Inc., 9026 12th St., Kenosha, WI 53144, (Owner), for approval of an amendment to the land use plan map for the Village of Somers (Map 80) as adopted in the Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035 from "Medium-Density Residential", “Governmental and Institutional”, “Other Conservancy Land to be Preserved”, “Nonfarmed Wetland”, and “Surface Water” to “Governmental and Institutional”, “Other Conservancy Land to be Preserved”, “Nonfarmed Wetland”, and “Surface Water” on Tax Parcel #s 82-4-222-084-0272 and 82-4-222-084-0262, located in the SE 1/4 of Section 8, T2N, R22E, Village of Somers

b. Request by Shoreland Lutheran High School Federation, Inc., 9026 12th St., Kenosha, WI 53144, (Owner), for a rezoning from I-1 Institutional Dist., A-4 Agricultural Land Holding Dist., and R-3 Urban Single-Family Residential Dist. to I-1 Institutional Dist., on Tax Parcel #s 82-4-222-084-0272 and 82-4-222-084-0262, located in the SE 1/4 of Section 8, T2N, R22E, Village of Somers.

c. Request by Shoreland Lutheran High School Federation, Inc., 9026 12th St., Kenosha, WI 53144, (Owner), for approval of a Certified Survey Map (undated Certified Survey Map by Ryan Wilgreen of Excel Engineering, Inc.) to reconfigure two (2) existing tax parcels into one (1) tax parcel, on Tax Parcel #s 82-4-222-084-0272 and 82-4-222-084-0262, located in the SE 1/4 of Section 8, T2N, R22E, Village of Somers.

BACKGROUND:

For the past several years, Staff has met with representatives from Shoreland Lutheran High School in regards to their intent to develop the western portion of the site by relocating existing athletic fields west on the property and the addition of associated buildings and parking areas, as well as a possible addition to the school. In preparation for these plans Shoreland has requested that they be allowed to install a stormwater management system. The proposed system is what is known as a Regenerative Stormwater Conveyance. As the Board might recall, Root Pike Win presented this as an idea for future stormwater retention at Work Session presentation in the summer of 2023.



To facilitate the proposed stormwater management, Shoreland will be acquiring the northern half of parcel 82-4-222-084-0265 from VanderLeest. This parcel will be "attached" to Shoreland's larger parcel through a proposed CSM.

As part of this process, Shoreland is requesting that the existing Comp Plan be changed from Medium Residential to Institutional on the new parcel to be acquired and a larger westerly parcel that was attached several years ago. They are also requesting a zoning change from R-3 to I-1 on the new parcel to be acquired and a change from A-4 to I-1 on the larger westerly parcel.

The full stormwater report prepared by Shoreland's engineers is quite large. It was included in the packet for Plan Commission. If you wish to review the report, it can be found on page 395 of the Plan Commission Packet by using the following link. https://www.somers.org/wp-content/uploads/2024/04/2024.04.08-Village-Plan-Commission-Materials.pdf The report indicates that "Peak flows from the site and agricultural runon will be reduced between 61% and 72% based on the storm event. This will alleviate 11th street from both existing and future flows." The proposed project has been supplied to Strand and Associates for them to take into consideration Village's Stormwater review project.

PRIOR ACTION TAKEN:

The Plan Commission heard these requests on April 8th and held the necessary public hearing for the Comp Plan Change, Rezoning and CSM. The Plan Commission recommended approval of the Comp Plan Change (7-0), Rezoning (7-0) and CSM (7-0). There was one public comment. Mark Molinaro, Jr. spoke in favor Shoreland's attempt to control water in the area and asked that the Village's Stormwater Review Project headed by Strand and Associates take this project into account.

The Board reviewed this matter at our April 16th Work Session. The general consensus was that the Board approve of the project and was happy to see that work was being done to help alleviate stormwater in the area.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Kenosha County Planning has reviewed the application and materials submitted and recommends approval with several conditions. Baxter Woodman has reviewed the plans and provided conditions of approval. The Applicant will need to update the attached plans based on the before mentioned comments. At the time of this memo, the Development Agreement is still in working form. A draft will be provided before Tuesday's Board Meeting. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

8a

"Motion to approve request by Shoreland Lutheran High School Federation, Inc., 9026 12th St., Kenosha, WI 53144, (Owner), for approval of an amendment to the land use plan map for the Village of Somers (Map 80) as adopted in the Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035 from "Medium-Density Residential", "Governmental and Institutional", "Other Conservancy Land to be Preserved", "Nonfarmed Wetland", and "Surface Water" to "Governmental and Institutional", "Other Conservancy Land to be Preserved", "Nonfarmed Wetland", and "Surface Water" on Tax Parcel #s 82-4-222-084-0272 and 82-4-222-084-0262, located in the SE 1/4 of Section 8, T2N, R22E, Village of Somers, subject to the following conditions:

1. *Subject to conditions as listed in Planning Memo dated March 25th, 2024;*

2. *Subject to final plans being reviewed and approved by Village Planning;*

3. *Subject to conditions as listed in Village Engineer Memo dated March 4th, 2024;*

4. *Subject to final plans being reviewed and approved by Village Engineer; and*

5. *Execution of a Developer's Agreement between the Village of Somers and Shoreland Lutheran High School Federation, Inc."*

8b

"Motion to approve request by Shoreland Lutheran High School Federation, Inc., 9026 12th St., Kenosha, WI 53144, (Owner), for a rezoning from I-1 Institutional Dist., A-4 Agricultural Land Holding Dist., and R-3 Urban Single-Family Residential Dist. to I-1 Institutional Dist., on Tax Parcel #s 82-4-222-084-0272 and 82-4-222-084-0262, located in the SE 1/4 of Section 8, T2N, R22E, Village of Somers., subject to the following conditions:

1. *Subject to conditions as listed in Planning Memo dated March 25th, 2024;*

2. *Subject to final plans being reviewed and approved by Village Planning;*

3. *Subject to conditions as listed in Village Engineer Memo dated March 4th, 2024;*

4. *Subject to final plans being reviewed and approved by Village Engineer; and*

5. *Execution of a Developer's Agreement between the Village of Somers and Shoreland Lutheran High School Federation, Inc."*

8c

"Motion to approve request by Shoreland Lutheran High School Federation, Inc., 9026 12th St., Kenosha, WI 53144, (Owner), for approval of a Certified Survey Map (undated Certified Survey Map by Ryan Wilgreen of Excel Engineering, Inc.) to reconfigure two (2) existing tax parcels into one (1) tax parcel, on Tax Parcel #s 82-4-222-084-0272 and 82-4-222-084-0262, located in the SE 1/4 of Section 8, T2N, R22E, Village of Somers., subject to the following conditions:

1. *Subject to conditions as listed in Planning Memo dated March 25th, 2024;*

2. *Subject to final plans being reviewed and approved by Village Planning;*

3. *Subject to conditions as listed in Village Engineer Memo dated March 4th, 2024;*

4. *Subject to final plans being reviewed and approved by Village Engineer; and*

5. *Execution of a Developer's Agreement between the Village of Somers and Shoreland Lutheran High School Federation, Inc."*

8d

"Motion to approve the Execution of a Developer's Agreement between the Village of Somers and Shoreland Lutheran High School Federation, Inc. subject the following conditions;

1. *Subject to final plans being reviewed and approved by Village Planning; and*

2. *Subject to final plans being reviewed and approved by Village Engineer.*

ATTACHMENTS:

Planning and Zoning Memo to Plan Commission dated March 25th, 2024

Engineering Comments dated March 4th, 2024

Plan Commission Minutes – Highlighted

Comp Plan Application

Re-zoning Application

CSM Application

Civil Plans

COUNTY OF KENOSHA

Division of Planning & Development

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

TO: **Village of Somers Plan Commission**
FROM: **Luke Godshall, Senior Land Use Planner**
RPT DATE: **03-25-24**
MTG DATE: **04-08-24**
APPLN DATE: **02-23-24**
RE: **Shoreland Lutheran High School – Land Use Plan Amendment, Rezone, CSM**

PROJECT/SITE INFO:

1. Petitioner/Agent: Paul Scriver
2. Property Owner: Shoreland Lutheran High School
3. Location/Address: 9026 12TH ST
4. Tax key Number(s): 82-4-222-084-0272 & 82-4-222-084-0262
5. Area: 56.48 acres
6. Existing Zoning: I-1 Institutional Dist., A-4 Agricultural Land Holding Dist., R-3 Urban Single-Family Residential Dist.
7. Proposed Zoning: I-1 Institutional Dist.
8. Existing Land Use: Governmental and Institutional, Medium-Density Residential, Nonfarmed Wetland, Other Conservancy Land to be Preserved
9. Proposed Land Use: Governmental and Institutional, Nonfarmed Wetland, Other Conservancy Land to be Preserved

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PROJECT OVERVIEW:
The Petitioner is proposing to consolidate their parcels into one (1) 56.48-acre Lot via a Certified Survey Map. Also being requested is a land use plan amendment to bring the entire Shoreland Lutheran High School parcel into the 'Governmental and Institutional' land use category, as well as a corresponding rezoning to bring the entire parcel into the I-1 Institutional District. The Petitioner's intent is to eventually develop the western portion of the site by relocating existing athletic fields from the eastern to western portion of the site with associated buildings and parking areas, as well as construct a large addition to the school. Phase 1 of the project includes the installation of a proposed stormwater management system that has been designed for the full planned buildout of the site.

PLANNER COMMENTS:
The Petitioner intends to acquire the northern half of parcel 82-4-222-084-0265 from VanderLeest by separate deed and attach to the larger high school parcel. The CSM is drawn as if this land has already been acquired, however as of the date of this memo (3-25-24) the sale does not appear to have been completed. Prior to the CSM being submitted to the Register of Deeds for recording, this sale will need to have been completed and the document number of the separately recorded deed will need to be entered into the space provided on Sheet 1 of the CSM.

Kenosha County Highways has indicated that the future planned right-of-way width for both CTH H and CTH E is 120'. Therefore, additional right-of-way will need to be dedicated on the CSM (27 additional feet along CTH H, and 10 additional feet along CTH E).

Andy M. Buehler, Director
Division of Planning & Development
19600 75th Street, Suite 185-3
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The submitted Certified Survey Map generally complies with the Village of Somers Land Division and Platting Control Ordinance. Noted below are several recommendations for revisions to be made to the CSM prior to its recordation in the Kenosha County Register of Deeds office.

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

1. The Certified Survey Map shall be subject to the following:

   a. Subject to revising the CSM to address any review comments from the Wisconsin Department of Administration (review comments not yet received at the time of this memo).

   b. Subject to making the following revisions to the CSM:
      1. Add date of map.
      2. Label 12th Street as "CTH E/12th Street".
      3. Label 88th Avenue as "CTH H/88th Avenue".
      4. Add an additional 27' of right-of-way to be dedicated to CTH H, (for a total half right-of-way width of 60 feet), and label as "Dedicated for Public Right-of-Way".
      5. Add an additional 10' of right-of-way to be dedicated to CTH E, (for a total half right-of-way width of 60 feet), and label as "Dedicated for Public Right-of-Way".
      6. On Sheet 1, list the Doc. No. (Document Number) for the deed that was recorded to acquire the northern half of Parcel # 82-4-222-084-0265 (VanderLeest).
      7. Add a note indicating the proposed Lots will be served by municipal sewer.
      8. Add the locations/boundaries of any wetlands that are proposed to remain. Indicate the source of the wetland information and date of delineation.
      9. On Sheet 2, show the location of the pond at the southwestern portion of Lot 1.
      10. On Sheet 5, remove the "Plan Commission Approval" signature area (only Village Board approval is required).

   c. Subject to sending an electronic copy of the revised CSM showing the aforementioned changes to the Kenosha County Department of Planning and Development office to receive sign-off prior to the surveyor preparing the recordable CSM document for signatures. The county contact is Luke Godshall who can be contacted at the following e-mail address: luke.godshall@kenoshacounty.org.

   d. No land division shall be recorded if any portion or part of the parent parcel has any unpaid taxes or outstanding special assessments without prior approval of the local and Kenosha County Treasurer.

   e. Subject to the Certified Survey Map (CSM) being recorded with the Kenosha County Register of Deeds within twelve (12) months of receiving approval from the Somers Village Board.

Review Comments and Request for Additional Information

Shoreland Lutheran High School – Plans and Calculations Dated February 23, 2024

Village of Somers

March 4, 2024

We reviewed the engineering documents prepared by Excel Engineering and Aqualis, for the Shoreland Lutheran High School project. Attached is a marked-up plan reflecting a portion of the comments below. Please provide or change the following items:

General Comments:

1. Provide copies of all permits when received.

Plan Comments:

1. Sheet C0.1:
   a. Place erosion mat on slopes 4:1 and greater.
   b. Provide project benchmarks and note the datum used. If it's not NGVD29 provide a conversion factor to the NGVD29 datum.
2. Sheet C1.2A:
   a. Show project benchmarks.
   b. Label the cells corresponding to the HydroCAD and WinSLAMM RSC cells.
   c. Verify the pre and post development peak discharges to 11th Street and 88th Avenue in addition to the overall site.
3. Sheet C1.2B and C1.2C:
   a. Call out all pipe and emergency spillway elevations.
   b. Verify the correct pipe sizes and elevations with the HydroCAD calcs and details.
4. Sheet C500: Call out pipe invert elevations and cell labels corresponding to HydroCAD and WinSLAMM.
5. Sheet C501: Verify pipe sizes and elevations with the plans and HydroCAD calcs.
6. Sheet C502: Drop Manhole Structure detail; verify the correct elevations with HydroCAD and WinSLAMM calcs and plan callouts.

Storm Water Management Plan Comments:

1. Model the pre-development existing site as undeveloped with a CN of 78 which will bring the entire site into compliance with the current stormwater ordinance assuming the buildings and pavement do not exist.
2. The 100yr post-development runoff for the site must be less than the 10yr pre-development runoff.
3. Quantify the stormwater discharges to 11th Street and 88th Avenue.
4. "Run on South" areas do not appear to be draining to RSC 6a as shown in the HydroCAD calcs.
5. The WinSLAMM calcs appear to be missing the "Wetland" control practice.

Status of Engineer's Approval: Not Approved

Brett D. Biwer

Brett D. Biwer, PE

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

BAXTER & WOODMAN Consulting Engineers

PROPOSED STORMWATER AND MASS GRADING FOR:
SHORELAND LUTHERAN HIGH SCHOOL

SOMERS, WISCONSIN

LEGEND

- PROPOSED SPOT ELEVATIONS (FLOW LINE OF CURB UNLESS OTHERWISE SPECIFIED)
- EXISTING GRADE SPOT ELEVATIONS
- BG PROPOSED SPOT ELEVATIONS (REFERENCE R-WALL DETAIL)
- BG-FINISHED SURFACE GRADE AT BACK OF WALL
- FG-FINISHED SURFACE GRADE AT FRONT OF WALL
- TC PROPOSED SPOT ELEVATIONS
- BC (TOP OF CURB, BOTTOM OF CURB)
- TW PROPOSED SPOT ELEVATIONS
- BW (TOP OF WALK, BOTTOM OF WALK)
- EXISTING WATER VALVE IN BOX
- PROPOSED WATER VALVE IN BOX
- EXISTING WATER VALVE IN MANHOLE
- EXISTING WATER SERVICE VALVE
- EXISTING TELEPHONE MANHOLE
- EXISTING STORM CATCH BASIN
- PROPOSED STORM CATCH BASIN – ST CB
- PROPOSED STORM FIELD INLET – ST FI
- EXISTING SQUARE CATCH BASIN
- EXISTING STORM CURB INLET
- PROPOSED STORM CURB INLET – ST CI
- EXISTING UTILITY POLE
- EXISTING UTILITY POLE WITH GUY WIRE
- EXISTING STREET LIGHT
- EXISTING TELEPHONE PEDESTAL
- EXISTING ELECTRIC PEDESTAL
- EXISTING ELECTRIC BOX
- EXISTING CABLE TV PEDESTAL
- PROPOSED DRAINAGE FLOW
- 1-1/4" REBAR SET WEIGHING 4.30 LB./FT.
- 3/4" REBAR SET WEIGHING 1.50 LB./FT.
- 1-1/4" REBAR FOUND
- 3/4" REBAR FOUND
- 2" IRON PIPE FOUND
- 1" IRON PIPE FOUND
- EXISTING FLOOD LIGHT
- SECTION CORNER
- PROPOSED APRON END SECTION
- EXISTING MARSH AREA
- EXISTING DECIDUOUS TREE WITH TRUNK DIAMETER
- EROSION MATTING
- PROPOSED INLET PROTECTION
- EXISTING CONIFEROUS TREE
- EXISTING SHRUB
- EXISTING STUMP
- SOIL BORING
- EXISTING WELL
- PROPOSED WELL
- EXISTING LIGHT POLE
- EXISTING SIGN
- CENTER LINE
- EXISTING HANDICAP PARKING STALL
- PROPOSED HANDICAP PARKING STALL
- EXISTING GAS VALVE
- EXISTING WOODED AREA
- EXISTING HEDGE
- EXISTING CHAINLINK FENCE
- EXISTING WOOD FENCE
- EXISTING BARBED WIRE FENCE
- PROPOSED PROPERTY LINE
- EXISTING GUARD RAIL
- EXISTING STORM SEWER AND MANHOLE
- PROPOSED STORM SEWER AND MANHOLE – ST MH
- EXISTING SANITARY SEWER AND MANHOLE
- PROPOSED SANITARY SEWER AND MANHOLE – SAN MH
- EXISTING WATER LINE AND HYDRANT
- PROPOSED WATER LINE AND HYDRANT
- EXISTING OVERHEAD UTILITY LINE
- EXISTING UNDERGROUND FIBER OPTIC LINE
- EXISTING UNDERGROUND ELECTRIC CABLE
- EXISTING UNDERGROUND TELEPHONE CABLE
- EXISTING UNDERGROUND GAS LINE
- PROPOSED CURB AND GUTTER
- EXISTING CURB AND GUTTER
- GRADING/SEEDING LIMITS
- RIGHT-OF-WAY LINE
- INTERIOR PROPERTY LINE
- RAILROAD TRACKS
- EXISTING GROUND CONTOUR
- PROPOSED GROUND CONTOUR

DIVISION 31 EARTH WORK

31 10 00 SITE CLEARING (DEMOLITION)

A. CONTRACTOR SHALL CALL DIGGERS HOT LINE AND CONDUCT A PRIVATE UTILITY LOCATE AS REQUIRED TO ENSURE THAT ALL UTILITIES HAVE BEEN LOCATED BEFORE STARTING SITE DEMOLITION. DESIGN ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES BETWEEN PLAN AND FIELD CONDITIONS PRIOR TO CONSTRUCTION.
B. CONTRACTOR TO FIELD TRUE UP ALL EXISTING SANITARY AND STORM LATERALS THAT ARE SCHEDULED TO BE REHISED AND/OR CONNECTED TO ON SITE AT TIME OF CONSUCTION. THE TRUE UPS SHALL BE COMPLETED TO ENSURE THE EXISTING LATERALS ARE FREE OF OBSTRUCTIONS AND IN SOUND STRUCTURAL CONDITION. TRUE UPS OF THESE LATERALS SHOULD BE COMPLETED AT BEGINNING OF CONSTRUCTION AND DESIGN ENGINEER SHALL BE NOTIFIED OF ANY PIPE OBSTRUCTIONS AND/OR STRUCTURAL DEFICIENCIES IMMEDIATELY AFTER COMPLETION OF FIELD TRUE UPS.
C. DEMOLITION PLAN IS AN OVERVIEW OF DEMOLITION TO TAKE PLACE ON SITE. CONTRACTOR TO FIELD VERIFY EXISTING SITE CONDITIONS PRIOR TO BIDDING. CONTRACTOR SHALL REMOVE, REPLACE, OR DEMOLISH ALL ITEMS AS NEEDED DURING CONSTRUCTION.
D. CONTRACTOR TO PROTECT EXISTING IMPROVEMENTS THAT ARE SCHEDULED TO REMAIN. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPLACED AT CONTRACTORS EXPENSE.
E. ALL CONCRETE NOTED TO BE REMOVED SHALL BE REMOVED TO THE NEAREST CONTROL JOINT.

31 20 00 EARTH MOVING

A. CONTRACTOR SHALL CALL DIGGERS HOT LINE AND CONDUCT A PRIVATE UTILITY LOCATE AS REQUIRED TO ENSURE THAT ALL UTILITIES HAVE BEEN LOCATED BEFORE STARTING EXCAVATION. DESIGN ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES BETWEEN PLAN AND FIELD CONDITIONS PRIOR TO CONSTRUCTION.
B. PROVIDES ALL LABOR, MATERIALS AND EQUIPMENT FOR ALL EXCAVATION, GRADING, FILL AND BACKFILL WORK AS REQUIRED TO COMPLETE THE GENERAL CONSTRUCTION WORK SHOWN ON THE PLANS. ALL OTHER ELECTRICAL AND MECHANICAL ARE THE RESPONSIBILITY OF THE RESPECTIVE CONTRACTORS UNLESS OTHERWISE SPECIFIED ON THE BID DOCUMENTS.
C. ALL ORGANIC TOPSOIL FROM THE BUILDING AREA, UNDER PAVED AREAS, AND AT SITE FILL AREAS SHALL BE REMOVED. PROOF ROLL SUBGRADES BEFORE PLACING FILL WITH HEAVY PNEUMATIC-TIRED EQUIPMENT. SUCH AS A FULLY-LOADED TANDEM AXLE DUMP TRUCK, TO IDENTIFY SOFT POCKETS AND AREAS OF EXCESS YIELDING. CONTRACTOR SHALL VERIFY TOPSOIL DEPTHS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REVIEW AND FOLLOW THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT AND ACCURATE FOR OBTAINS CONDITIONS PRIOR TO SUBMITTING BID FOR THE PROJECT. EXCESS MATERIALS SHALL BE REMOVED FROM THE SITE UNLESS OTHERWISE DIRECTED IN THE PLANS OR BY LOCAL ZONING REQUIREMENTS.
D. PLACE AND COMPACT FILL MATERIAL IN LAYERS TO REQUIRED ELEVATIONS, UNIFORMLY MOISTEN OR AERATE SUBGRADE AND EACH SUBSEQUENT FILL OR BACKFILL LAYER BEFORE COMPACTING AS RECOMMENDED TO ACHIEVE SPECIFIED DRY DENSITY. REMOVE AND REPLACE OR SCARIFY AND AIR DRY, OTHERWISE SATISFACTORY SOIL MATERIAL THAT IS TOO WET TO COMPACT TO SPECIFIED DRY DENSITY.
E. PLACE MODULAR LAKE FILL MATERIALS IN LAYERS NOT MORE THAN 12" IN LOOSE BOTTOM MATERIAL COMPACTED BY HEAVY COMPACTION EQUIPMENT, AND NOT MORE THAN 4" IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HAND-OPERATED TAMPERS.
F. COMPACT THE SOIL TO NOT LESS THAN THE FOLLOWING PERCENTAGES OF MAXIMUM DRY DENSITY ACCORDING TO ASTM D 698, STANDARD PROCTOR TEST. FILL MAY NOT BE PLACED ON FROZEN GROUND AND NO FROZEN MATERIALS MAY BE USED FOR BACK FILL. APPLY THE MORE STRINGENT REQUIREMENTS WHEN COMPARING BETWEEN THE FOLLOWING AND THE GEOTECHNICAL REPORT.
1. UNDER FOUNDATIONS • SUBGRADE, AND EACH LAYER OF BACKFILL OR FILL MATERIAL, TO NOT LESS THAN 98 PERCENT.
2. UNDER EXTERIOR SLABS-ON-GRADE WHERE GROUNDWATER IS MORE THAN 3 FEET BELOW THE SLAB • PLACE A DRAINAGE COURSE LAYER OF 3/4" CRUSHED STONE, WITH 5% TO 12% FINES, FOR THICKNESS INDICATED ON FOUNDATION PLANS ON PREPARED SUBGRADE. COMPACT THE SUBGRADE AND DRAINAGE COURSE TO NOT LESS THAN 95 PERCENT.
3. UNDER EXTERIOR SLABS-ON-GRADE WHERE GROUNDWATER IS WITHIN 3 FEET OF THE SLAB SUBGRADE. PLACE A DRAINAGE COURSE LAYER OF CLEAN 3/4" CRUSHED STONE, WITH NO MORE THAN 5% FINES, FOR THICKNESS INDICATED ON FOUNDATION PLANS ON PREPARED SUBGRADE. COMPACT THE SUBGRADE AND DRAINAGE COURSE TO NOT LESS THAN 95 PERCENT.
4. UNDER EXTERIOR CONCRETE AND ASPHALT PAVEMENTS • COMPACT THE SUBGRADE AND EACH LAYER OF BACKFILL OR FILL MATERIAL TO NOT LESS THAN 95 PERCENT.
5. UNDER WALKWAYS • COMPACT SUBGRADE AND EACH LAYER OF BACKFILL OR FILL MATERIAL TO NOT LESS THAN 95 PERCENT.
6. UNDER LAWN OR UNPAVED AREAS • COMPACT SUBGRADE AND EACH LAYER OF BACKFILL OR FILL MATERIAL TO NOT LESS THAN 95 PERCENT.
G. CONTRACTOR SHALL ENGAGE A QUALIFIED INDEPENDENT TESTING AND INSPECTING AGENCY TO PERFORM FIELD TESTS AND INSPECTIONS. CONTRACTOR SHALL PROVIDE DOCUMENTATION OF PASSING DENSITY TESTING AND PROOF-ROLLING TO ENGINEER UPON COMPLETION. IT IS SUGGESTED THAT THE GEOTECHNICAL FIRM USED TO PERFORM THE SUBSURFACE SOIL INVESTIGATION BE ENGAGED FOR THE FIELD QUALITY CONTROL TESTS. THE GEOTECHNICAL REPORT WAS PREPARED BY TBD.
H. ALL FILL MATERIAL SHALL BE PLACED IN UNIFORM HORIZONTAL LAYERS NOT EXCEEDING 12" IN LOOSE DEPTH. PROVIDE ONE TEST FOR EVERY 2500 SQUARE FEET OF PAVED AREA OR BUILDING SLAB, AND ONE TEST FOR EACH SPREAD FOOTING, AND ONE TEST FOR EVERY 50 LINEAR FEET OF WALL STRIP FOOTING.
I. WHEN THE TESTING AGENCY REPORTS THAT SUBGRADES, FILLS, OR BACKFILLS HAVE NOT ACHIEVED DEGREE OF COMPACTION SPECIFIED, SCARIFY AND MOISTEN OR AERATE, OR REMOVE AND REPLACE SOIL TO DEPTH REQUIRED RECOMPACT AND RETEST UNTIL SPECIFIED COMPACTION IS OBTAINED.
J. THE BUILDING SITE SHALL BE GRADED TO PROVIDE DRAINAGE AWAY FROM THE BUILDING AS INDICATED ON THE PLANS. SITE EARTHWORK SHALL BE GRADED TO WITHIN 0.1' OF REQUIRED EARTHWORK ELEVATIONS ASSUMING POSITIVE DRAINAGE IS MAINTAINED IN ACCORDANCE WITH THE GRADING PLAN.

PLAN SPECIFICATIONS (BASED ON CSI FORMAT)

31 30 00 EROSION CONTROL/STORMWATER MANAGEMENT

A. THE DESIGN ENGINEER SHALL PREPARE A SITE SPECIFIC EROSION CONTROL AND A STORMWATER MANAGEMENT PLAN PURSUANT TO NR 216.46 AND NR 216.47. THE DESIGN ENGINEER SHALL ALSO BE A CONTRACTOR NOTIFIED OF INTENT WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES PURSUANT TO NR 216.48 OR TO AN AUTHORIZED LOCAL PROGRAM PURSUANT TO NR 216.415 TO OBTAIN COVERAGE UNDER THE GENERAL WATER DISCHARGE PERMIT.
B. THE CONTRACTOR SHALL KEEP THE NOTICE OF INTENT PERMIT, APPROVED EROSION CONTROL AND STORMWATER MANAGEMENT PLANS, AND PLAN AMENDMENTS ON THE CONSTRUCTION SITE AT ALL TIMES PURSUANT TO NR 216.45 UNTIL PERMIT COVERAGE IS TERMINATED.
C. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL LOCAL EROSION CONTROL PERMITS.
D. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TIMELY THE MONITORING, MAINTENANCE, AND REPORTING REQUIREMENTS OF NR 216.48 INSPECTIONS OF IMPLEMENTED EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES MUST AT A MINIMUM BE INSPECTED EVERY 7 DAYS AND WITHIN 24 HOURS AFTER A PRECIPITATION EVENT OF 0.5" OR MORE. A PRECIPITATION EVENT MAY BE CONSIDERED TO BE THE TOTAL AMOUNT OF PRECIPITATION RECORDED IN ANY CONTINUOUS 24-HOUR PERIOD. THE CONTRACTOR SHALL REPAIR OR REPLACE EROSION AND SEDIMENT CONTROL AS NECESSARY WITHIN 24 HOURS OF AN INSPECTION OR AFTER A COMPLAINT NOTIFICATION WHICHEVER REPAIRS OR REPLACEMENT IS REQUESTED.
E. THE CONTRACTOR SHALL MAINTAIN, AT THE CONSTRUCTION SITE OR AVAILABLE VIA AN INTERNET WEBSITE, WEEKLY WRITTEN REPORTS OF ALL INSPECTIONS CONDUCTED. WISCONSIN DNR CONSTRUCTION SITE INSPECTION REPORT FORM 3400-187 SHALL BE USED. WEEKLY INSPECTION REPORTS SHALL INCLUDE ALL OF THE FOLLOWING:
1. THE DATE, TIME, AND LOCATION OF THE CONSTRUCTION SITE INSPECTION.
2. THE NAME OF THE INDIVIDUAL WHO PERFORMED THE INSPECTION.
3. AN ASSESSMENT OF THE CONDITION OF THE EROSION AND SEDIMENT CONTROLS.
4. A DESCRIPTION OF ANY EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICE IMPLEMENTATION AND MAINTENANCE PERFORMED.
5. A DESCRIPTION OF THE PRESENT PHASE OF LAND DISTURBING CONSTRUCTION ACTIVITY AT THE CONSTRUCTION SITE.
F. EROSION AND SEDIMENT CONTROL PRACTICES MUST BE IMPLEMENTED DURING CONSTRUCTION SHALL STRICTLY COMPLY WITH THE GUIDELINES AND REQUIREMENTS SET FORTH BY WISCONSIN ADMINISTRATIVE CODE, WAC.) NR 151. THE STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES RUNOFF MANAGEMENT PERFORMANCE STANDARDS, TECHNICAL STANDARDS PUBLISHED BY THE WISCONSIN DNR SHALL ALSO BE UTILIZED TO IMPLEMENT THE REQUIRED PERFORMANCE STANDARDS. THE TECHNICAL AND TYPES OF EROSION CONTROL WILL BE DEPENDENT ON THE LOCATION AND TYPE OF CONSTRUCTION. THE CONTRACTOR SHALL MODIFY THE EROSION CONTROL PLAN AS NECESSARY TO MEET CHANGING CONDITIONS AT THE TIME OF CONSTRUCTION, AND INSTALL PRIOR TO PLAN CHANGE OR DISTURBANCE OF EXISTING SURFACE MATERIAL. BELOW IS A LIST OF EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES TO ACHIEVE THE PERFORMANCE STANDARDS REQUIRED.
1. SILT FENCE SHALL BE PLACED ON SITE AT LOCATIONS SHOWN ON THE EROSION CONTROL PLAN. SILT FENCE SHALL ALSO BE PROVIDED AROUND THE PERIMETER OF ALL SOIL STOCKPILES THAT WILL EXIST FOR MORE THAN 7 DAYS. FOLLOW PROCEDURES FOUND IN WISCONSIN DNR TECHNICAL STANDARD 1056 (CURRENT EDITION).
2. DITCH CHECKS SHALL BE PROVIDED TO REDUCE THE VELOCITY OF WATER FLOWING IN DITCH BOTTOMS. PLACE AT LOCATIONS SHOWN ON THE EROSION CONTROL PLAN. FOLLOW PROCEDURES FOUND IN WISCONSIN DNR TECHNICAL STANDARD 1060 (CURRENT EDITION).
3. STONE TRACKING PADS AND TRACKOUT CONTROL PRACTICES SHALL BE PLACED AT ALL CONSTRUCTION SITE ENTRANCES AND SHALL BE INSTALLED PRIOR TO ANY TRAFFIC ENTERING THE CONSTRUCTION SITE. SEE THE EROSION CONTROL PLAN FOR LOCATIONS. THE AGGREGATE SIZE FOR THE STONE TRACKING PAD SHALL BE 3/8" TO 3 INCH CLEAN OR WASHED STONE AND SHALL BE PLACED ON A LAYER AT LEAST 12 INCHES THICK. THE STONE SHALL BE UNDERLAIN WITH A WEEDOT TYPE NONOTEXTILE FABRIC AS NEEDED. THE TRACKING PAD SHALL BE THE FULL WIDTH OF THE EGRESS POINT (12' MIN WIDTH) AND SHALL BE A MINIMUM OF 50 FEET LONG. SURFACE WATER MUST BE PREVENTED FROM PASSING THROUGH THE TRACKING PAD. OTHER TRACKOUT CONTROL PRACTICES INCLUDED SCHEDULED WORK SURFACES, MANUFACTURED TRACKOUT CONTROL DEVICES, TIRE WASHING, AND STREET/PAVEMENT CLEANING SHALL BE IMPLEMENTED AS NECESSARY TO MITIGATE THE TRACKOUT OF SEDIMENT OFFSITE. FOLLOW PROCEDURES FOUND IN WISCONSIN DNR TECHNICAL STANDARD 1057 (CURRENT EDITION).
4. STORM DRAIN INLET PROTECTION SHALL BE PROVIDED FOR ALL NEW AND DOWNSTREAM STORM CATCH BASINS AND CURB INLETS. TYPE II OR C PROTECTION SHOULD BE PROVIDED AND SHALL BE IN CONFORMANCE WITH WISCONSIN DNR TECHNICAL STANDARD 1060 (CURRENT EDITION).
5. DUST CONTROL MEASURES SHALL BE PROVIDED TO REDUCE OR PREVENT THE SURFACE AND AIR TRANSPORT OF DUST DURING CONSTRUCTION. CONTROL MEASURES INCLUDE: APPLYING WATER AND CALCIUM CHLORIDE, WATER SPRAYING, SURFACE ROUGHENING, APPLYING POLYMERS, SPRAY-ON TACKIFIERS, CHLORIDES, AND BARRIERS. SOME SITES MAY REQUIRE AN APPROACH THAT UTILIZES A COMBINATION OF MEASURES FOR DUST CONTROL. FOLLOW PROCEDURES FOUND IN WISCONSIN DNR TECHNICAL STANDARD 1068 (CURRENT EDITION).
6. THE USE, STORAGE, AND DISPOSAL OF CHEMICALS, CEMENT, AND OTHER COMPOUNDS AND MATERIALS USED ON SITE SHALL BE MANAGED DURING THE CONSTRUCTION PERIOD TO PREVENT THEIR TRANSPORT BY RUNOFF INTO WATERS OF THE STATE.
7. CONTRACTOR SHALL PROVIDE AN OPEN AGGREGATE CONCRETE TRUCK WASHOUT AREA ON SITE. CONTRACTOR TO ENSURE THAT CONCRETE WASHOUT SHALL BE CONTAINED TO THE DESIGNATED AREA AND NOT BE ALLOWED TO RUN INTO DITCHES FLOWS OR INTO THE OVERLAND STORMWATER DRAINAGE SYSTEM. WASHOUT AREA SHALL BE REMOVED UPON COMPLETION OF CONSTRUCTION.
8. TEMPORARY RESTORATION SHALL TAKE PLACE ON DISTURBED AREAS THAT WILL NOT BE BROUGHT TO FINAL GRADE OR ON WHICH LAND DISTURBING ACTIVITIES WILL NOT BE PERFORMED FOR A PERIOD GREATER THAN 14 DAYS AND REQUIRES VEGETATIVE COVER FOR LESS THAN ONE YEAR. THIS TEMPORARY SITE RESTORATION REQUIREMENT ALSO APPLIES TO SOIL STOCKPILES THAT EXIST FOR MORE THAN 7 DAYS. PERMANENT STABILIZATION APPLIES TO AREAS UNDER PERENNIAL VEGETATIVE COVER IS INTENDED TO PERMANENTLY STABILIZE AREAS OF EXPOSED SOIL. PERMANENT STABILIZATION MUST BE ACHIEVED WITHIN 14 DAYS AFTER THE ESTABLISHMENT OF A GRADE. TEMPORARY TOPSOIL, SEED, AND MULCH, OR BY GENERAL CONFORMANCE WITH TECHNICAL STANDARDS 1058 AND 1059 AND SHALL MEET THE SPECIFICATIONS FOUND IN THE LANDSCAPING AND SITE STABILIZATION SECTION OF THIS CONSTRUCTION DOCUMENT. ANY SOIL EROSION THAT OCCURS AFTER FINAL GRADING AND/OR FINAL STABILIZATION MUST BE REPAIRED AND THE STABILIZATION WORK BEGUN.
9. SITE DEWATERING IS REQUIRED FOR PROPOSED CONSTRUCTION ACTIVITIES. ALL SEDIMENT LADEN WATER GENERATED DURING THE DEWATERING PROCESS SHALL BE TREATED TO REMOVE SEDIMENT PRIOR TO DISCHARGING OFFSITE OR TO WATERS OF THE STATE. FOLLOW ALL PROCEDURES FOUND IN TECHNICAL STANDARD 1061.
J. ALL OFFSITE SEDIMENT DEPOSITS OCCURRING AS A RESULT OF CONSTRUCTION WORK OR A STORM EVENT SHALL BE CLEANED UP BY THE END OF EACH WORKING DAY. DUST CONTROL REQUIREMENTS SHALL BE FOLLOWED PER WI DNR TECHNICAL STANDARD 1068 (CURRENT EDITION). FLUSHING SHALL NOT BE ALLOWED.
G. EROSION CONTROL MEASURES SHALL NOT BE REMOVED UNTIL THE AREA(S) SERVED HAVE ESTABLISHED VEGETATIVE COVER.
H. ONCE THE CONSTRUCTION SITE HAS BEEN FULLY STABILIZED AND THE EROSION CONTROL BEST MANAGEMENT PRACTICES HAVE BEEN REMOVED, THE CONTRACTOR SHALL FILE A CONSTRUCTION NOTICE OF TERMINATION WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES IN ACCORDANCE WITH NR 216.55.
I. AT THE COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL GIVE THE OWNER COPIES OF THE EROSION CONTROL AND STORM WATER MANAGEMENT PLANS, AMENDMENTS TO PLANS, SUPPORTING PLAN DATA, AND CONSTRUCTION SITE EROSION CONTROL INSPECTION REPORTS. THE OWNER SHALL RETAIN THESE FOR A PERIOD OF 3 YEARS FROM THE DATE OF TERMINATING COVERAGE UNDER WPDES GENERAL PERMIT.
J. ALL POST CONSTRUCTION STORMWATER MANAGEMENT BEST MANAGEMENT PRACTICES SHALL BE CONSTRUCTED BEFORE THE SITE HAS UNDERGONE FINAL STABILIZATION.

PLACE EROSION MAT ON SLOPES 4:1 AND GREATER

DIVISION 32 EXTERIOR IMPROVEMENTS

32 10 00 GRAVEL AREAS

A. CONTRACTOR TO PROVIDE COMPACTED GRAVEL WHERE INDICATED ON THE PLANS. ALL AGGREGATE PROVIDED MUST COMPLY WITH SECTION 305 OF THE WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION. CONTRACTOR TO PROVIDE AGGREGATE TYPES AND DEPTHS AS INDICATED BELOW:
4" OF 3/4" CRUSHED AGGREGATE
8" OF 3" CRUSHED AGGREGATE
B. CONTRACTOR TO COMPACT THE AGGREGATE TO AN AVERAGE DENSITY PER WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION. ALL GRAVEL AREAS SHALL BE GRADED TO WITHIN 0.10' OF DESIGN SURFACE GRADES WITH POSITIVE DRAINAGE BEING MAINTAINED IN ACCORDANCE WITH THE GRADING PLANS. A MINIMUM OF 1% SLOPE SHALL BE MAINTAINED IN ALL GRAVEL AREAS.

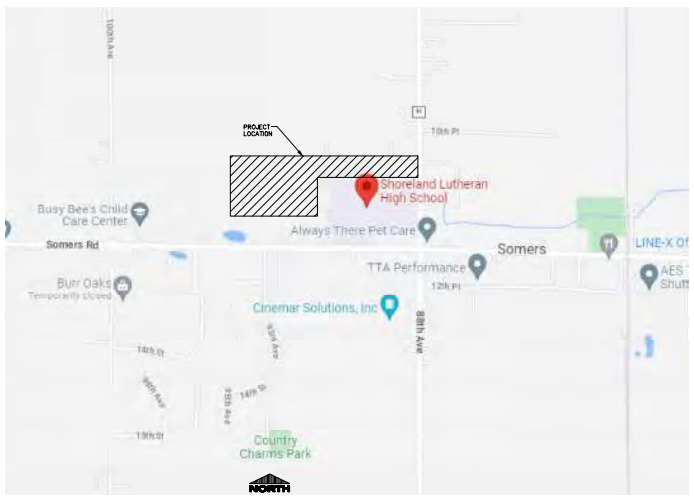
32 30 00 LANDSCAPING AND SITE STABILIZATION

A. TOPSOIL CONTRACTOR TO PROVIDE A MINIMUM OF 6" OF TOPSOIL FOR ALL DISTURBED OPEN AREAS. REUSE SURFACE SOIL STOCKPILED ON SITE AND SUPPLEMENT WITH IMPORTED OR MANUFACTURED TOPSOIL FROM OFF SITE SOURCES WHEN QUANTITIES AND QUALITY DEMAND. CONTRACTOR SHALL BE RESPONSIBLE FOR ROUGH PLACEMENT OF TOPSOIL TO WITHIN 1" OF FINAL GRADE PRIOR TO LANDSCAPE FINAL GRADING. LANDSCAPER TO PROVIDE FILLER SOIL AND FINAL GRADING OF TOPSOIL. PROVIDER SOIL ANALYSIS BY A QUALIFIED SOIL TESTING LABORATORY AS REQUIRED TO VERIFY THE SUITABILITY OF SOIL TO BE USED AS TOPSOIL AND TO DETERMINE THE NECESSARY SOIL AMENDMENTS. TEST SOIL FOR PRESENCE OR ATTRAZINE AND IMIDAZOLINONE. ENGINEERING, INC. IF PRESENT PRIOR TO BIDDING PROJECT. TOPSOIL SHALL HAVE A PH RANGE OF 5.5 TO 8, CONTAIN A TOTAL OF 1 PERCENT ORGANIC MATERIAL CONTENT, AND SHALL BE FREE OF STONES 1 INCH OR LARGER IN DIAMETER. ALL MATERIALS HARMFUL TO PLANT GROWTH SHALL ALSO BE REMOVED.
B. TOPSOIL INSTALLATION LOOSEN SUBGRADE TO A MINIMUM DEPTH OF 6 INCHES AND REMOVE STONES LARGER THAN 1" IN DIAMETER. ALSO REMOVE ANY STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEOUS MATTER AND DISPOSE OF THEM OFF THE PROPERTY. SPREAD TOPSOIL TO A DEPTH OF 6" BUT NOT LESS THAN WHAT IS REQUIRED TO MEET FINISHED GRADES AFTER LIGHT ROLLING AND NATURAL SETTLEMENT. DO NOT SPREAD TOPSOIL IF SUBGRADE IS FROZEN, MUDDY, OR OCCASIONALLY WET. GRADE PLANTING AREAS TO A SMOOTH, UNIFORM SURFACE PLANE WITH LOOSE, UNIFORMLY FINE TEXTURE. GRADE TO WITHIN 0.05 FEET OF FINISHED GRADE ELEVATION.
C. SEED/SOD LAWNS
1. PERMANENT LAWN AREAS SHALL BE SEEDED WITH THE FOLLOWING MIXTURE: 60% KENTUCKY BLUGRASS BLEND (2 CV-2 SS, LBS./1,000 S.F.), 20% PERENNIAL RYEGRASS (5.4 LBS./1,000 S.F.), 15% FINE FESCUE (3.4 LBS./1,000 S.F.), STRAW AND FERTILIZER SHALL BE LAID AT 100 LBS./1,000 S.F. APPLY AS PER SOIL TEST OR APPLY 5-10-10 OR EQUIVALENT AT 5.4 LBS./1,000 S.F. SET EROSION MATTING SPECIFICATIONS AS REQUIRED. ALL SITE DISTURBED AREAS NOT DESIGNATED TO BE SODDED SHALL BE SEEDED. SEED SPECIFICATION METHODS SHALL BE SUCCESS AS PERMANENT LAWN. TO AVOID FUTURE WEED PROBLEMS, USE ONLY CERTIFIED, WEED FREE SEED.
2. ALL PERMANENT AND TEMPORARY STORM WATER CONVEYANCE SWALE BOTTOMS AND SIDE SLOPES AS WELL AS STORMWATER MANAGEMENT BASIN BOTTOMS AND SIDE SLOPES SHALL BE SEEDED WITH THE FOLLOWING MIXTURE: 45% KENTUCKY BLUEGRASS (0.63 LBS./1,000 S.F.), 40% PERENNIAL RYEGRASS (0.56 LBS./1,000 S.F.), AND 15% PERENNIAL RYEGRASS (0.21 LBS./1,000 S.F.). FERTILIZE AS PER SOIL TEST OR APPLY 5-10-10 OR EQUIVALENT AT 5.4 LBS./1,000 S.F. SEE EROSION MATTING SPECIFICATIONS AS REQUIRED. FOLLOW PROCEDURES FOUND IN WDNR TECHNICAL STANDARDS 1058 & 1059.
3. SEED/SOD LAWNS MAINTENANCE CONTRACTOR TO PROVIDE MAINTENANCE OF ALL LANDSCAPE FOR A PERIOD OF 90 DAYS FROM THE DATE OF INSTALLATION. AT THE END OF THE MAINTENANCE PERIOD, A HEALTHY, UNIFORM, CLOSE STAND OF GRASS SHOULD BE ESTABLISHED FREE OF WEEDS AND BARE PATCHES EXCEEDING ONE SQUARE FOOT IN AREA. LAWN COVERAGE SHOULD BE DEEMED 90% AND BARE SPOTS SHOULD NOT EXCEED 5 SF. CONTRACTOR SHOULD RESTRAIN LAWNS THAT DO NOT COMPLY WITH THESE REQUIREMENTS AND CONTINUE MAINTENANCE UNTIL LAWNS ARE SATISFACTORY.
D. EROSION MATTING
1. CONTRACTOR TO PROVIDE EROSION CONTROL MATTING (NORTH AMERICAN GREEN S150 OR EQUIVALENT) ON ALL SLOPES THAT ARE 4:1 AND GREATER LOCATED OUTSIDE OF STORMWATER CONVEYANCE SWALES AND STORMWATER MANAGEMENT BASINS. LAWN SEED SHALL BE PLACED BELOW MATTING IN ACCORDANCE WITH SEEDING REQUIREMENTS AND MANUFACTURER SPECIFICATIONS.
2. CONTRACTOR TO PROVIDE EROSION MATTING (NORTH AMERICAN GREEN C125 OR EQUIVALENT) IN ALL SWALE BOTTOMS AND SIDE SLOPES AS WELL AS STORMWATER MANAGEMENT BASIN BOTTOMS AND SIDE SLOPES AS REQUIRED. LAWN SEED SHALL BE PLACED BELOW MATTING IN ACCORDANCE WITH SEEDING REQUIREMENTS AND MANUFACTURER SPECIFICATIONS.
E. RIP RAP ALL RIP RAP ASSOCIATED WITH STORMWATER MANAGEMENT AND STORMWATER CONVEYANCE AS DEPICTED ON THE PLANS, SHALL BE CONSTRUCTED WITH HEAVY STONE RIP RAP AS PER WISCONSIN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS. PLACEMENT OF RIP RAP ABOVE THE PROPOSED ADJACENT GRADE ELEVATIONS IS NOT ACCEPTABLE. ALL RIP RAP SHALL BE PLACED ON THIR HR FILTER FABRIC PER SECTION 645.01 OF THE WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURAL CONSTRUCTION.

DIVISION 33 UTILITIES

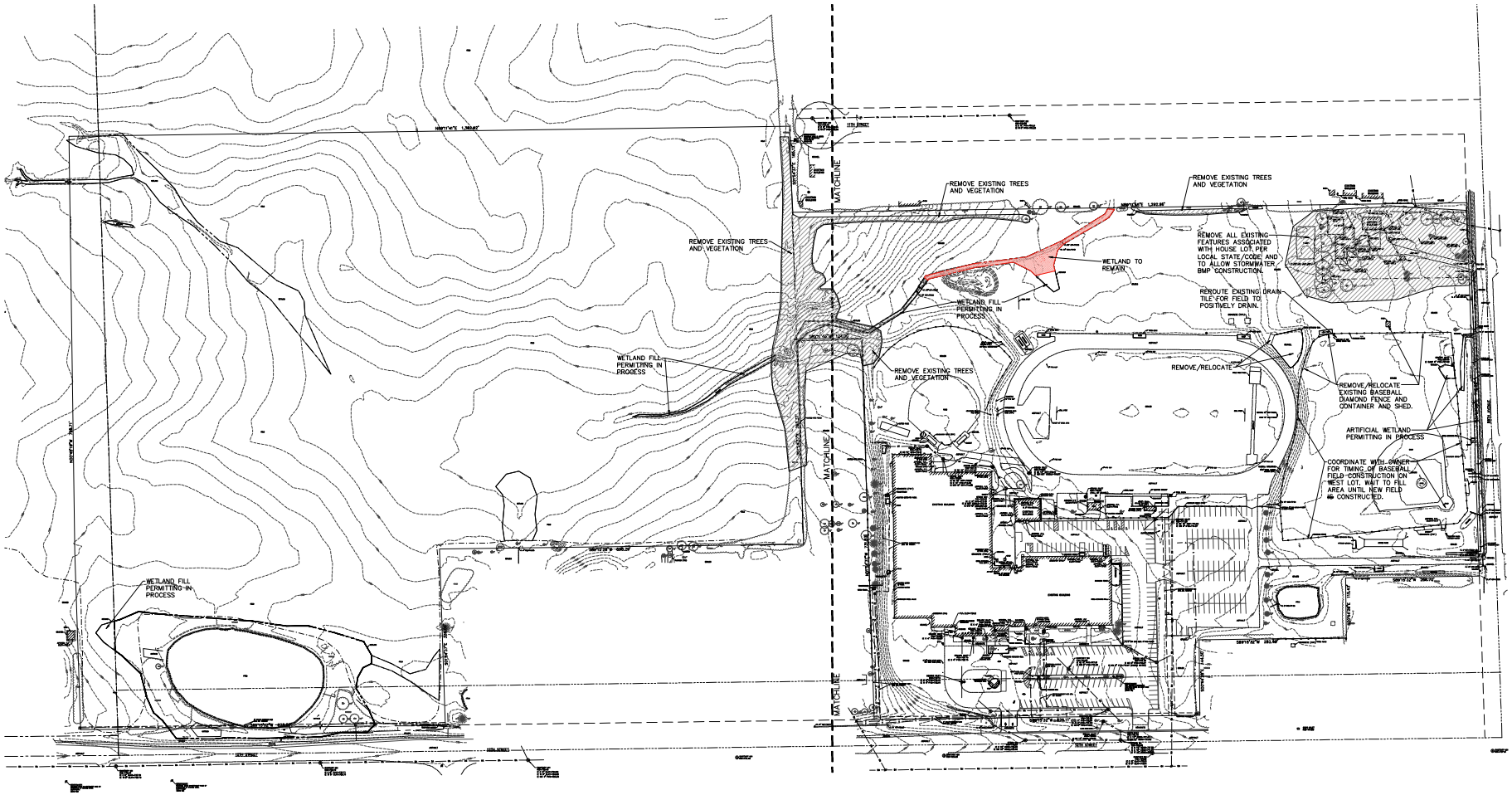
33 10 00 SITE UTILITIES

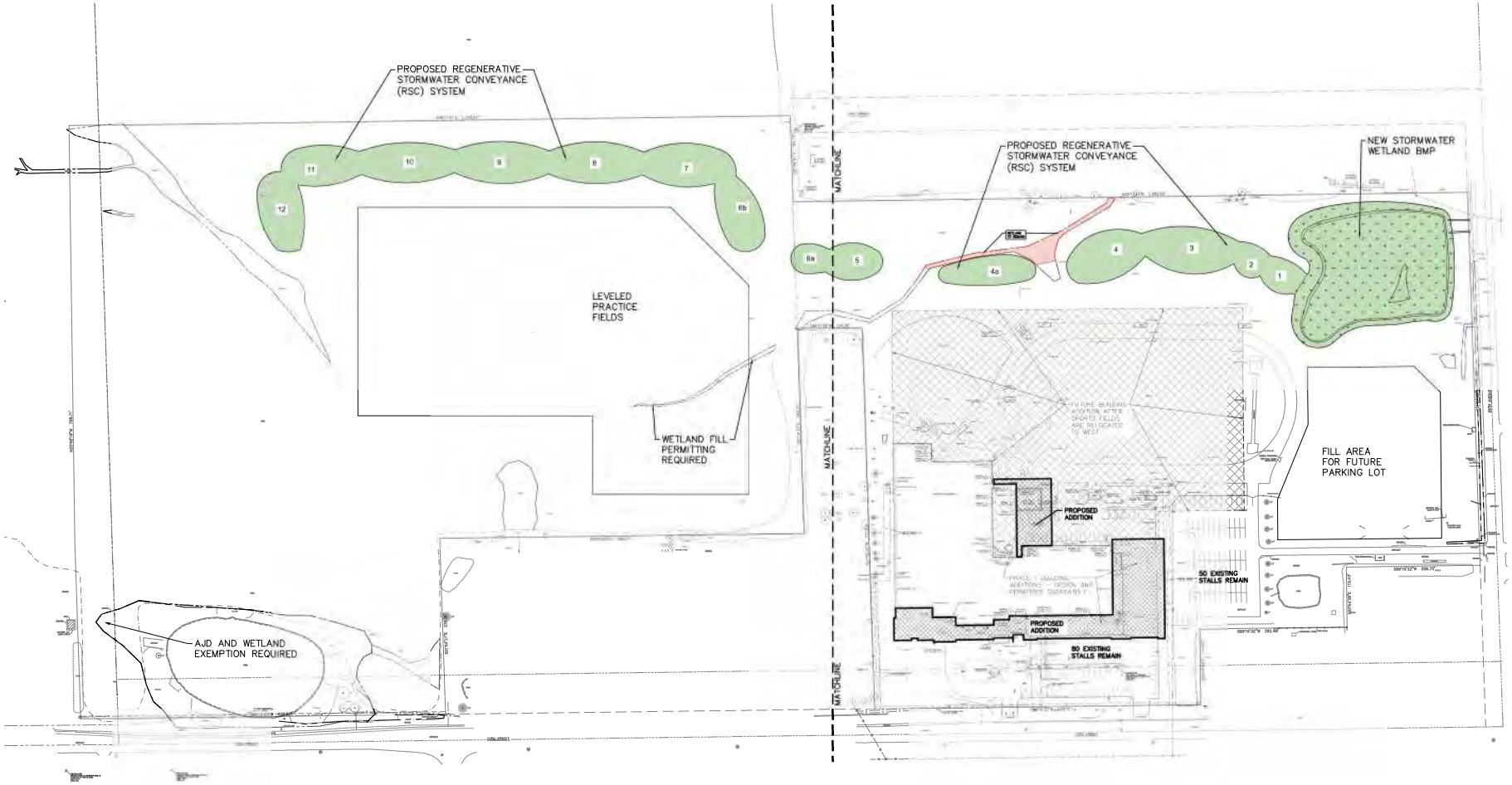
A. CONTRACTOR TO FIELD VERIFY ALL EXISTING UNDERGROUND UTILITIES ON SITE. CONTRACTOR TO VERIFY PIPE LOCATIONS, SIZES, AND DEPTHS AT POINT OF PROPOSED CONNECTIONS AND VERIFY PROPOSED UTILITY ROUTES ARE CLEAR OF CODES OF ALL EXISTING UTILITIES AND OTHER OBSTACLES PRIOR TO CONSTRUCTION. COSTS INCURRED DUE FAILURE TO DO SO SHALL BE THE CONTRACTORS RESPONSIBILITY.
B. ALL PROPOSED STORM PIPES SHALL BE IN ACCORDANCE WITH MATERIALS SPECIFIED IN TABLE A. ALLOWABLE PIPE MATERIAL SCHEDULE ON C0.1 THE PROPOSED PLANS AT ALL PROPOSED LOCATIONS. PIPE MATERIALS SHALL BE IN ACCORDANCE WITH MATERIALS SPECIFIED IN TABLE A. ALLOWABLE PIPE MATERIAL SCHEDULE ON C0.1 OF THE PROPOSED PLANS. SEE UTILITY PLANS FOR ALL STORM PIPE MATERIAL TYPES TO BE USED. PIPE SHALL BE A SCALE-MIN. IF HORIZONTALLY FROM FOUNDATION WALLS.
C. STORM PIPE INVERTS SHALL BE CONSTRUCTED WITHIN 0.10' OF DESIGN INVERT ELEVATIONS ASSUMING PIPE SLOPE AND SEPARATION IS MAINTAINED FOR THE UTILITY DESIGN PLANS AND STATE REQUIREMENTS.
D. ALL UTILITIES SHALL BE INSTALLED WITH PLASTIC COATED TRACER WIRE (10 TO 14 GAUGE SOLID COPPER OR COPPER-COATED STEEL WIRE). PLASTIC WIRE MAY BE TAPED TO PIPE OR PLACED IN THE TRENCH WITH WATER OR SEWER PIPE. IF ATTACHED, THE TRACER WIRE SHALL BE SECURED EVERY 6 TO 10 FEET AND AT ALL BENDS. TRACER WIRE SHALL HAVE ACCESS POINTS AT LEAST EVERY 300 FEET. TRACER WIRE SHALL TERMINATE IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS AT GRADE OR IN MANHOLES. FOLLOW PROCEDURES FOUND IN WDNR TECHNICAL STANDARDS 1054 & 1055.
E. ALL UTILITIES SHALL BE INSTALLED PER STATE, LOCAL, AND INDUSTRY STANDARDS. WATER, SANITARY, AND STORM SEWER SHALL BE INSTALLED PER "STANDARD SPECIFICATION FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN". THE DESIGN ENGINEER SHALL BE RESPONSIBLE FOR OBTAINING STATE PLUMBING REVIEW APPROVAL. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL OTHER PERMITS REQUIRED TO INSTALL WATER, SANITARY AND STORM SEWER.
F. SEE PLANS FOR ALL OTHER UTILITY SPECIFICATIONS AND DETAILS.



PROJECT LOCATION MAP

REGENERATIVE STORMWATER CONVEYANCE SYSTEM NOTE:


REMOVE EXISTING TREES AND VEGETATION
REMOVE EXISTING TREES AND VEGETATION
REMOVE EXISTING TREES AND VEGETATION
REMOVE ALL EXISTING FEATURES ASSOCIATED WITH HOUSE LOT, PER LOCAL STATE/CODE AND TO ALLOW STORMWATER BMP CONSTRUCTION.
WETLAND TO REMAIN
REROUTE EXISTING DRAIN TILE FOR FIELD TO POSITIVELY DRAIN.
WETLAND FILL PERMITTING IN PROCESS
WETLAND FILL PERMITTING IN PROCESS
REMOVE EXISTING TREES AND VEGETATION
REMOVE/RELOCATE
REMOVE/RELOCATE EXISTING BASEBALL DIAMOND FENCE AND CONTAINER AND SHED.
ARTIFICIAL WETLAND PERMITTING IN PROCESS
COORDINATE WITH OWNER FOR TIMING OF BASEBALL FIELD CONSTRUCTION ON WEST LOT. WAIT TO FILL AREA UNTIL NEW FIELD IS CONSTRUCTED.
WETLAND FILL PERMITTING IN PROCESS
MATCHLINE
MATCHLINE
MATCHLINE
12TH STREET
HOLLY STREET
SOUTH PARK AVENUE
SOUTH PARK AVENUE
SOUTH PARK AVENUE



NORTH

1"= 80'

SCALE 80' 0 80' 160' FEET

SITE PLAN - OVERALL

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PROJECT INFORMATION

PROPOSED MASTERPLAN FOR:
SHORELAND LUTHERAN HIGH SCHOOL
9026 12TH STREET • KENOSHA, WI 53144

PROFESSIONAL SEAL

PRELIMINARY DATES
JULY 20, 2022
MAR. 23, 2023
MAR. 31, 2023
APR. 19, 2023
NOV. 16, 2023
FEB. 23, 2024

NOT FOR CONSTRUCTION

JOB NUMBER
2187400

SHEET NUMBER
C1.1

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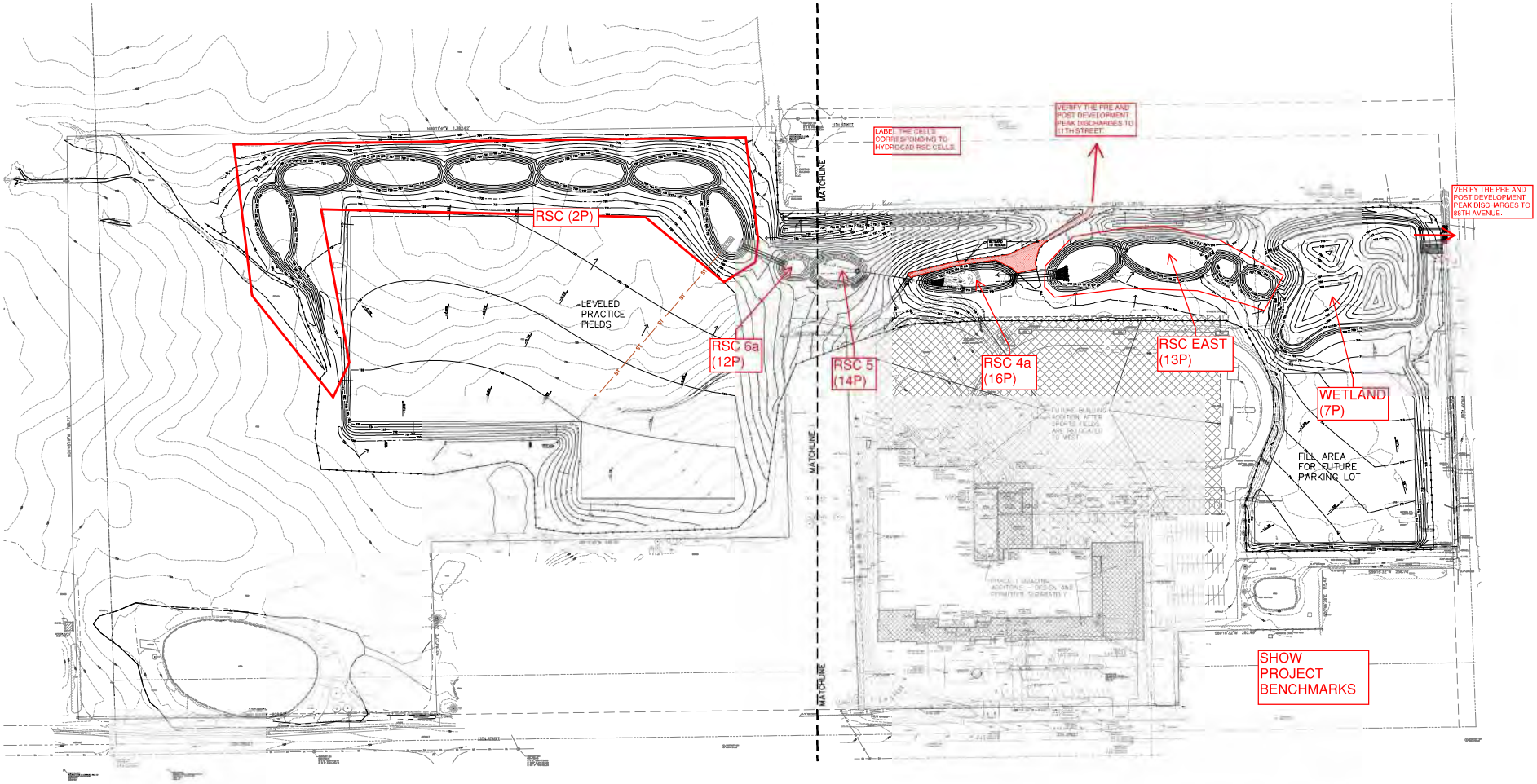

INLET PROTECTION NOTE:

CONTRACTOR SHALL PROVIDE TEMPORARY INLET PROTECTION FOR ALL CURB INLETS & CATCH BASINS ONSITE & OFFSITE IMMEDIATELY DOWNSTREAM OF THE PROJECT SITE PER LOCAL CODE.

SPECIFICATION NOTE:

SEE SHEET C0.1 FOR PLAN SPECIFICATIONS AND REQUIREMENTS

STABILIZED CONSTRUCTION ENTRANCE NOTE:

CONTRACTOR SHALL PROVIDE STABILIZED CONSTRUCTION ENTRANCE AT CONSTRUCTION ENTRANCE FOR PROPOSED IMPROVEMENTS AS REQUIRED PER CODE.

NOTES:

1. HANDICAP STALL AND ACCESS AISLES SHALL NOT EXCEED A SLOPE OF 1.50% IN ANY DIRECTION. HANDICAP STALL & ACCESS AISLES SHALL CONFORM TO ADA REQUIREMENTS (CURRENT EDITION)
2. ALL SIDEWALKS SHALL NOT EXCEED A MAXIMUM CROSS SLOPE OF 1.50% AND RUNNING SLOPE OF 4.50% UNLESS OTHERWISE SPECIFIED.

CONCRETE WASHOUT NOTE:

CONTRACTOR SHALL PROVIDE CONCRETE WASHOUT AS REQUIRED PER CODE. FINAL LOCATION TBD BY CONTRACTOR.

NORTH

1" = 80'

SCALE 80' 0 80' 160' FEET

CIVIL GRADING AND EROSION CONTROL PLAN - OVERALL

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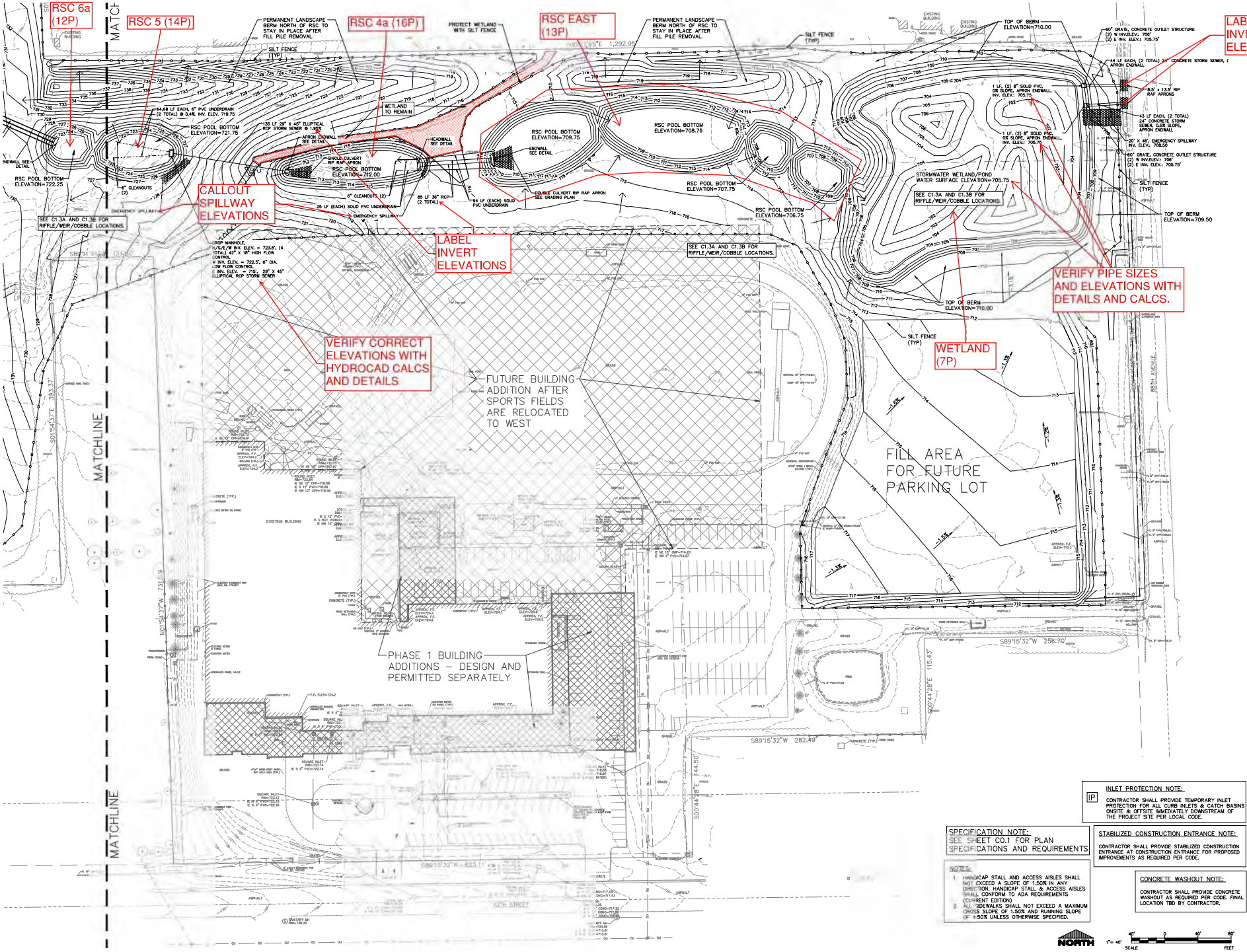

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SPECIFICATION NOTE:
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2. ALL SIDEWALKS SHALL NOT EXCEED A MAXIMUM CROSS SLOPE OF 1.50% AND RUNNING SLOPE OF 4.50% UNLESS OTHERWISE SPECIFIED.

CONCRETE WASHOUT NOTE:

CONTRACTOR SHALL PROVIDE CONCRETE WASHOUT AS REQUIRED PER CODE. FINAL LOCATION TBD BY CONTRACTOR.

NORTH

1"= 40' SCALE 40' 0 40' 80' FEET

CIVIL GRADING AND EROSION CONTROL PLAN - EAST

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PROJECT INFORMATION

PROPOSED MASTERPLAN FOR:
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9026 12TH STREET • KENOSHA, WI 53144

PROFESSIONAL SEAL

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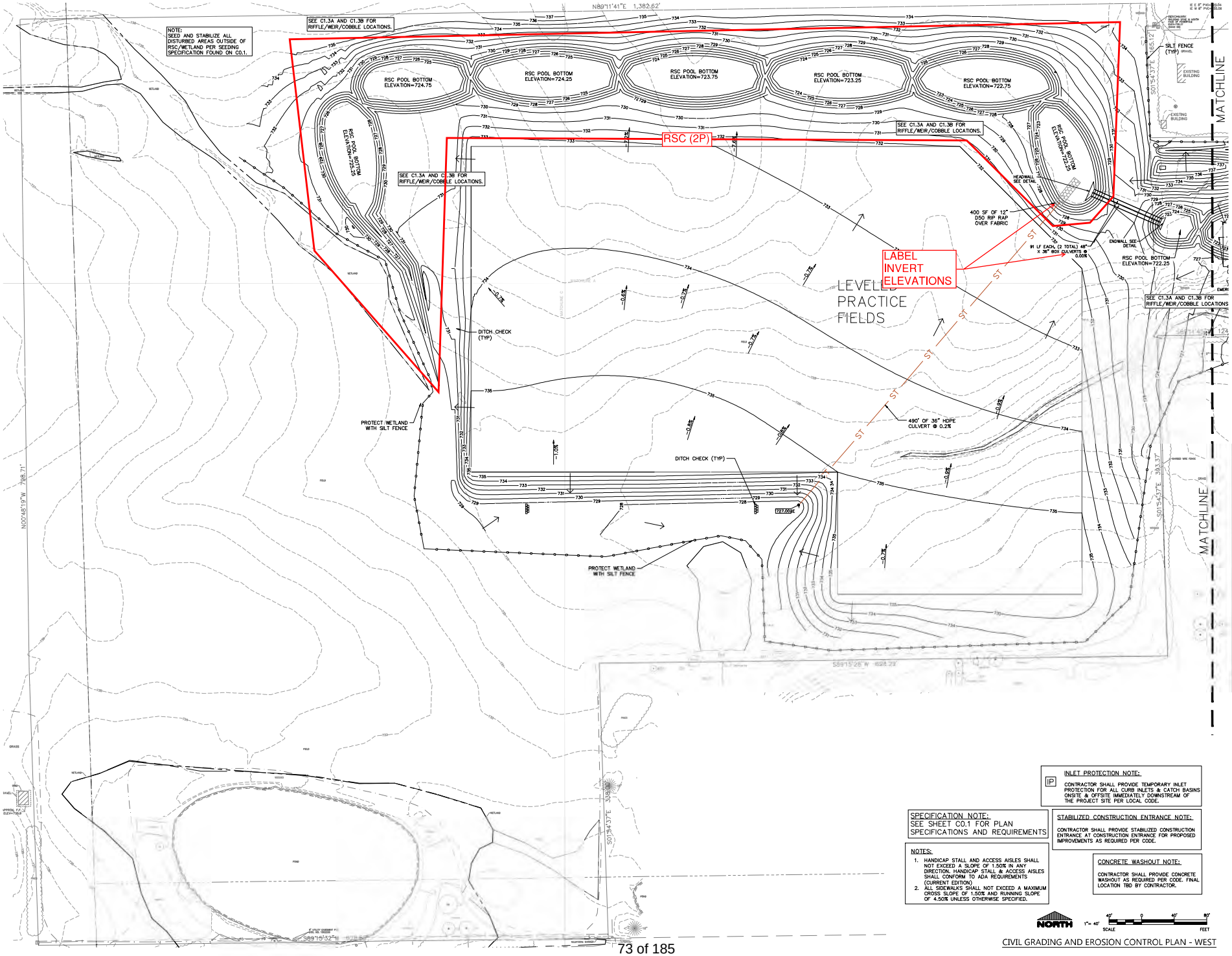

INLET PROTECTION NOTE:

CONTRACTOR SHALL PROVIDE TEMPORARY INLET PROTECTION FOR ALL CURB INLETS & CATCH BASINS ONSITE & OFFSITE IMMEDIATELY DOWNSTREAM OF THE PROJECT SITE PER LOCAL CODE.

SPECIFICATION NOTE:
SEE SHEET C0.1 FOR PLAN SPECIFICATIONS AND REQUIREMENTS

STABILIZED CONSTRUCTION ENTRANCE NOTE:

CONTRACTOR SHALL PROVIDE STABILIZED CONSTRUCTION ENTRANCE AT CONSTRUCTION ENTRANCE FOR PROPOSED IMPROVEMENTS AS REQUIRED PER CODE.

NOTES:

1. HANDICAP STALL AND ACCESS AISLES SHALL NOT EXCEED A SLOPE OF 1.50% IN ANY DIRECTION. HANDICAP STALL & ACCESS AISLES SHALL CONFORM TO ADA REQUIREMENTS (CURRENT EDITION)
2. ALL SIDEWALKS SHALL NOT EXCEED A MAXIMUM CROSS SLOPE OF 1.50% AND RUNNING SLOPE OF 4.50% UNLESS OTHERWISE SPECIFIED.

CONCRETE WASHOUT NOTE:

CONTRACTOR SHALL PROVIDE CONCRETE WASHOUT AS REQUIRED PER CODE. FINAL LOCATION TBD BY CONTRACTOR.

NORTH

1"= 40'

SCALE

40' 0 40' 80'

FEET

CIVIL GRADING AND EROSION CONTROL PLAN - WEST

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PROJECT INFORMATION

PROPOSED MASTERPLAN FOR:

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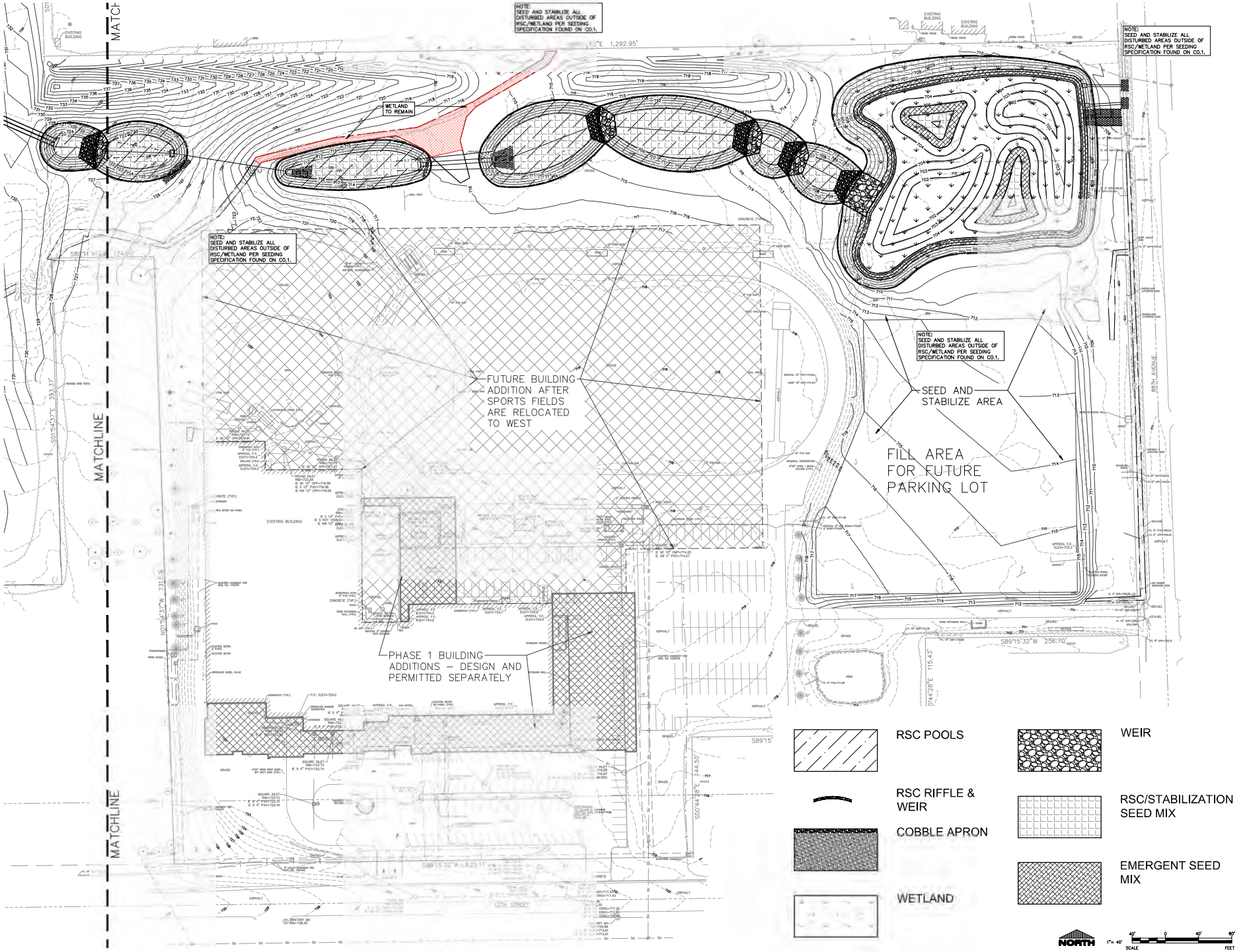

CIVIL SEEDING AND STABILIZATION PLAN - EAST

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PROJECT INFORMATION

PROPOSED MASTERPLAN FOR:
SHORELAND LUTHERAN HIGH SCHOOL
9026 12TH STREET • KENOSHA, WI 53144

PROFESSIONAL SEAL

PRELIMINARY DATES
FEB. 23, 2024

NOT FOR CONSTRUCTION

JOB NUMBER
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SHEET NUMBER
C1.3A

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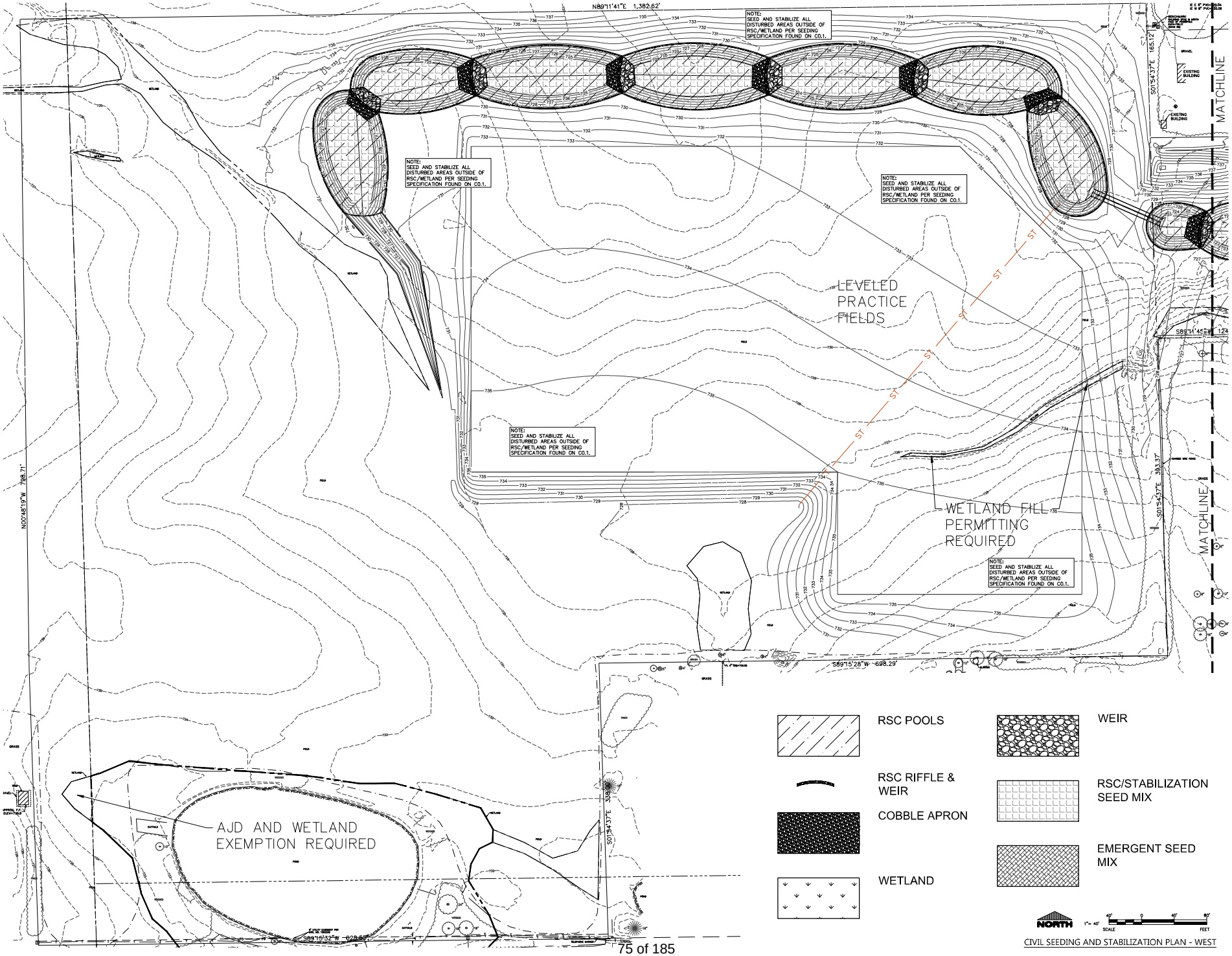

CIVIL SEEDING AND STABILIZATION PLAN - WEST

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PROJECT INFORMATION

PROPOSED MASTERPLAN FOR:
SHORELAND LUTHERAN HIGH SCHOOL
9026 12TH STREET • KENOSHA, WI 53144

PROFESSIONAL SEAL

PRELIMINARY DATES
FEB. 23, 2024

NOT FOR CONSTRUCTION

JOB NUMBER
2187400

SHEET NUMBER
C1.3B

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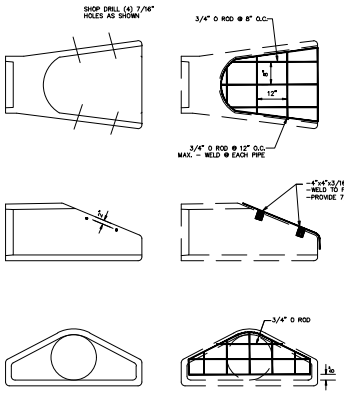
SPECIFICATION NOTE:
SEE SHEET C0.1 FOR PLAN SPECIFICATIONS AND REQUIREMENTS



- THE CONTRACTOR SHALL BOLT THE GRATE TO THE CONCRETE END WALL WITH FOUR 3/8" x 6" MACHINE BOLTS WITH NUTS ON INSIDE WALL.
- APPLICABLE FOR PIPE SIZES 18" AND GREATER.

PAINTING SPECIFICATIONS
THE PIPE GRATE SHALL RECEIVE THE FOLLOWING PREPARATION & PAINTING, SEE NOTES:
FIRST COAT– RUST–OLEUM X–60 RED BASE METAL PRIMER OR EQUAL
SECOND COAT– RUST–OLEUM 9400 ZINC CHROMATE PRIMER OR EQUAL
THIRD COAT– RUST–OLEUM 1282 HIGH GLOSS & METALIC FINISH OR EQUAL.

NOTES:
- BARE SURFACES – AFTER THROUGH SCRAPING, WIRE BRUSHING & CLEANING, APPLY THE THREE COAT SYSTEM LISTED.
- EACH COAT AN OVERALL COAT.
- ALLOW 24–48 HOURS DRYING TIME BETWEEN COATS.

GRATE INSTALLATION DETAIL
NO SCALE

GENERAL NOTES

DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARD NO. 1053 (CHANNEL EROSION MAT).

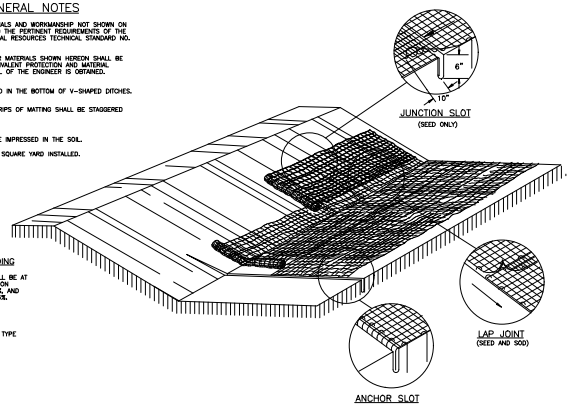
VARIATIONS IN THE DIMENSIONS OR MATERIALS SHOWN HEREON SHALL BE PERMITTED IF THEY PROVIDE EQUIVALENT PROTECTION AND MATERIAL STRENGTH AND IF PRIOR APPROVAL OF THE ENGINEER IS OBTAINED.

LAP JOINTS SHALL NOT BE PLACED IN THE BOTTOM OF V–SHAPED DITCHES.

JUNCTION SLOTS ON ADJACENT STRIPS OF MATTING SHALL BE STAGGERED A MINIMUM OF 4 FEET APART.

EDGES OF EROSION MAT SHALL BE INPRESSED IN THE SOIL.

EROSION MAT SHALL PAID BY THE SQUARE YARD INSTALLED.

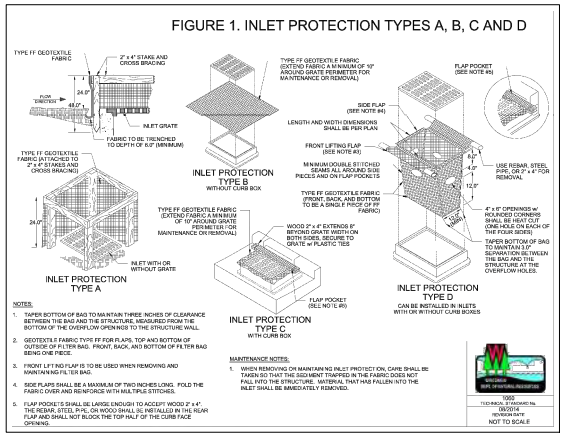


EROSION MAT OVER SEEDING

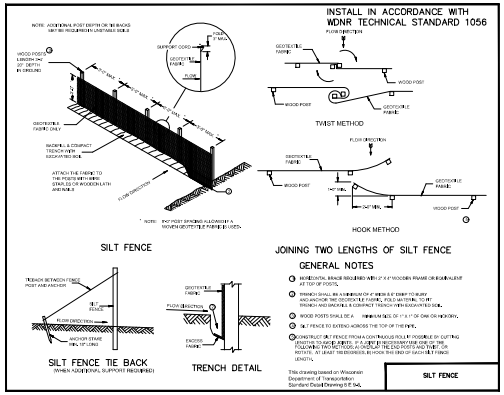
JUNCTION OR ANCHOR SLOTS SHALL BE AT MINIMUM INTERVALS OF 100 FEET ON GRADES UP TO AND INCLUDING 3%, AND 50 FEET ON GRADES EXCEEDING 3%.

NOTE:
SEE SPECIFICATIONS FOR MATTING TYPE

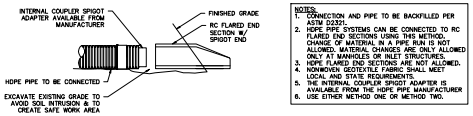
CHANNEL EROSION MAT DETAIL
NOT TO SCALE



INLET PROTECTION DETAIL
NO SCALE

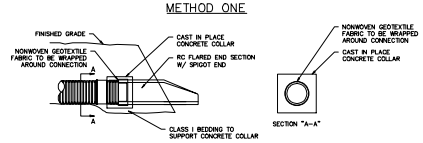


SILT FENCE – INSTALLATION DETAIL
NO SCALE

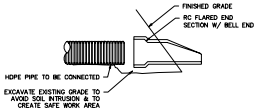


NOTES:
1. CONNECTION AND PIPE TO BE BACKFILLED PER ASTM D2321.
2. HDPE PIPE SYSTEMS CAN BE CONNECTED TO RC FLARED END SECTIONS USING THIS METHOD. CHANGE OF MATERIAL IN A PIPE RUN IS NOT ALLOWED. MATERIAL CHANGES ARE ONLY ALLOWED ONLY AT MANHOLES OR INLET STRUCTURES.
3. HDPE FLARED END SECTIONS ARE NOT ALLOWED.
4. NONWOVEN GEOTEXTILE FABRIC SHALL MEET LOCAL AND STATE REQUIREMENTS.
5. THE INTERNAL COUPLER SPIGOT ADAPTER IS AVAILABLE FROM THE HDPE PIPE MANUFACTURER
6. USE EITHER METHOD ONE OR METHOD TWO.

METHOD ONE



METHOD TWO



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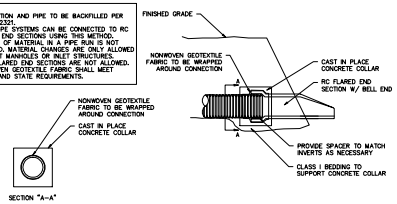
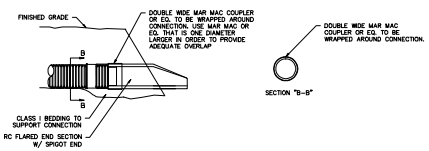
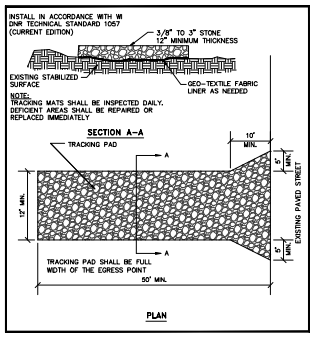


CONNECTION DETAIL FOR HDPE PIPE TO RC FLARED END SECTION BELL END
NO SCALE



CONNECTION DETAIL FOR HDPE PIPE TO RC FLARED END SECTION SPIGOT END
NO SCALE



TRACKPAD DETAILS
NO SCALE

CONSTRUCTION SEQUENCE

CONSTRUCTION START: SPRING 2024
CONSTRUCTION END: FALL 2024

PHASE	TYPE OF ACTION
1. PRE–CONSTRUCTION ACTION	1. CONTRACTOR TO CALL DIGGERS HOTLINE AT A MINIMUM OF 3 DAYS PRIOR TO CONSTRUCTION.
	2. CONTRACTOR TO MAKE SURE THE REGIONAL STORMWATER POND IS IN PLACE BEFORE CONSTRUCTION CAN BEGIN.
	3. PLACE ALL SILT FENCE.
	4. CONSTRUCT TRACKING STONE ENTRANCES AND ANY TEMPORARY CONSTRUCTION ROADWAYS AS NEEDED.
	5. CONSTRUCT PERMANENT RETENTION/DETENTION PONDS AND PERMANENT STORMWATER CONVEYANCE SYSTEMS.
	6. CONSTRUCT TEMPORARY SEDIMENT TRAPS, SEDIMENT BASINS, AND ANY TEMPORARY STORMWATER CONVEYANCE SYSTEMS AS NEEDED.
	7. STABILIZE ALL TEMPORARY AND PERMANENT EROSION CONTROL AND STORMWATER CONVEYANCE SYSTEMS BEFORE TOPSOIL CAN BE STRIPPED.
2. CONSTRUCTION ACTION	1. SITE DEMOLITION AS REQUIRED.
	2. STRIP AND RELOCATE TOPSOIL TO THE DESIGNATED TOPSOIL STOCKPILE. FINAL LOCATION BY CONTRACTOR (VERIFY W/ OWNER). PROVIDE PERIMETER SILT FENCE UNTIL STABILIZED.
	3. BEGIN MASS EARTH WORK FOR THE BUILDING PAD AND PAVEMENT AREAS.
	4. CONSTRUCT ANY REMAINING STORMWATER CONVEYANCE SYSTEMS, AND INSTALL ALL OTHER UTILITIES ON SITE.
	5. DIG AND POUR ALL BUILDING FOOTINGS.
	6. PLACE GRAVEL FOR ALL PROPOSED PAVEMENT AREAS, INCLUDING FIRE LANES.
	7. TOPSOIL, SEED, AND MULCH ALL DISTURBED AREAS OUTSIDE THE BUILDING AND PROPOSED PAVEMENT AREAS.
	8. CONSTRUCT BUILDING.
	9. PAVE DRIVEWAYS AND PARKING AREAS.
	10. TOPSOIL, SEED, AND MULCH ALL OTHER DISTURBED AREAS. PLACE EROSION MATTING AND RIP RAP.
3. POST CONSTRUCTION ACTION	1. CONTRACTOR TO REMOVE TEMPORARY EROSION CONTROL MEASURES UPON SITE STABILIZATION.
	2. SEE THE POST CONSTRUCTION MAINTENANCE PLAN FOR PERMANENT STORMWATER MANAGEMENT SYSTEMS.

CONTRACTOR TO FOLLOW THE EROSION CONTROL SPECIFICATIONS FOR CONSTRUCTION EROSION CONTROL INSPECTION AND MAINTENANCE.

CIVIL DETAILS

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PROFESSIONAL SEAL

PRELIMINARY DATES
JULY 20, 2022
APR. 19, 2023
NOV. 16, 2023
JAN. 26, 2024

NOT FOR CONSTRUCTION

JOB NUMBER
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SHEET NUMBER
C2.0

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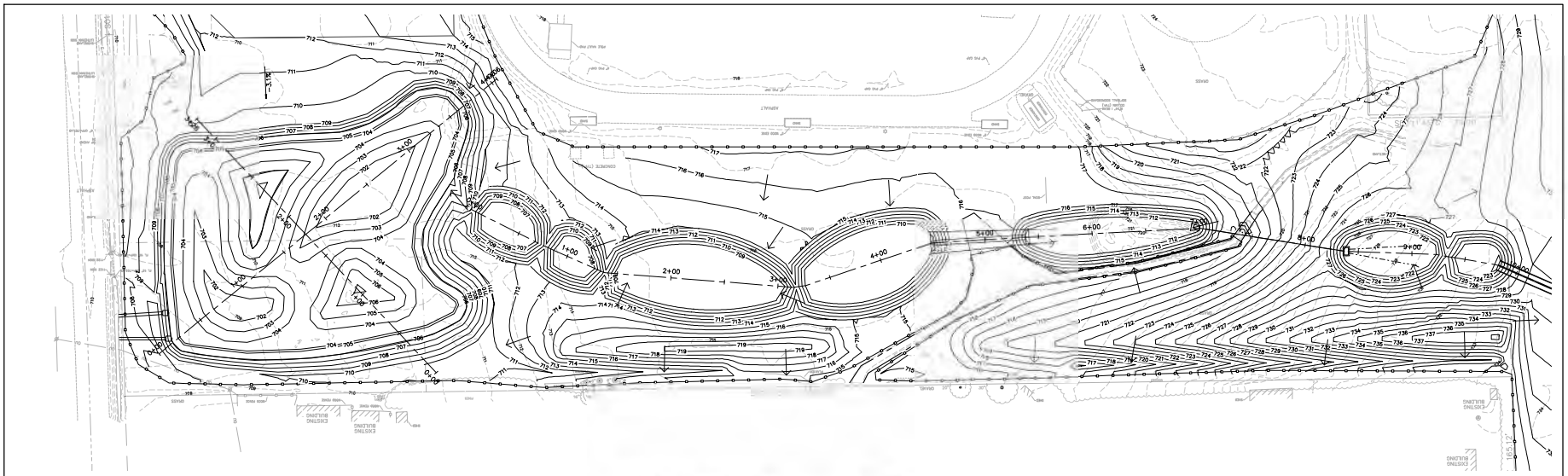
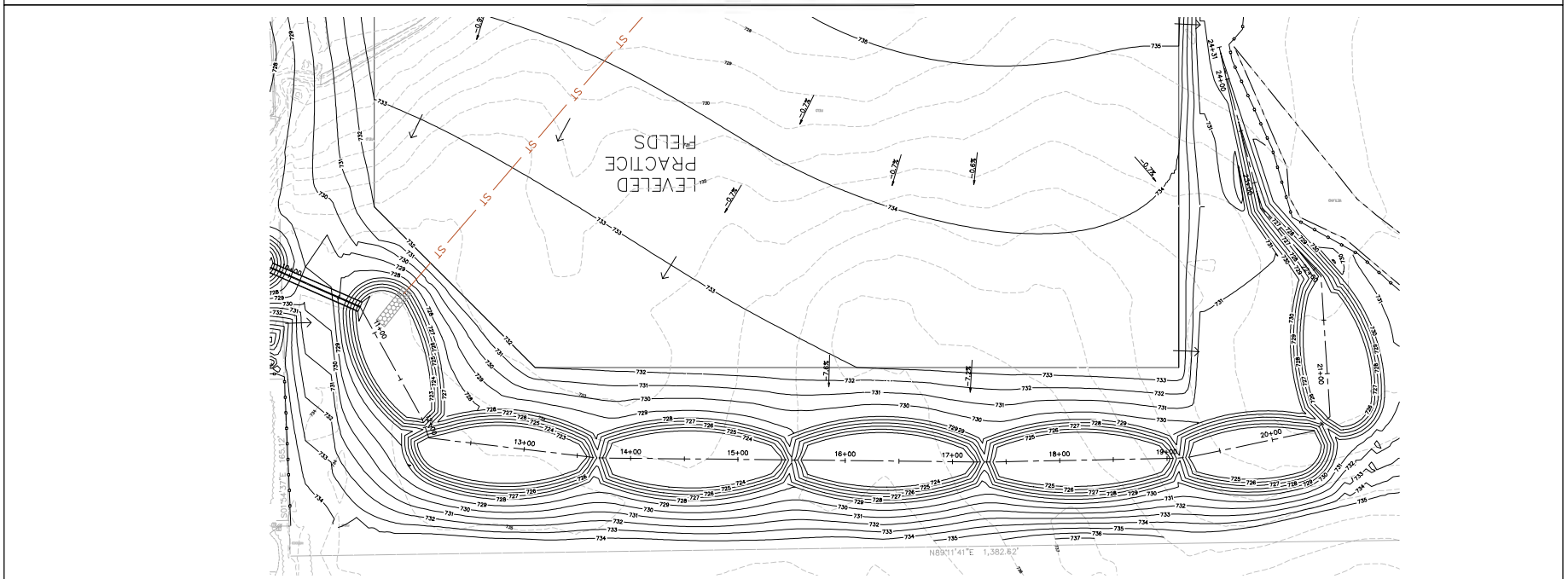


RSC ALIGNMENT EAST:
SEE SHEET C500 FOR PROFILE

NORTH 1"= 40' SCALE 40' 0 40' 80' FEET



RSC ALIGNMENT WEST:
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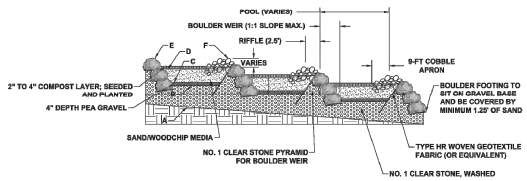
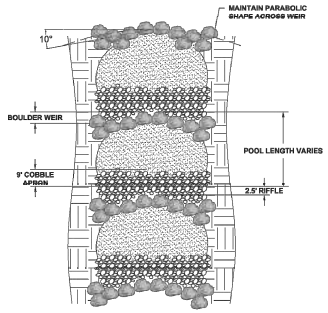
RSC ALIGNMENT PLAN



RSC PROFILE VIEW (TYP.)

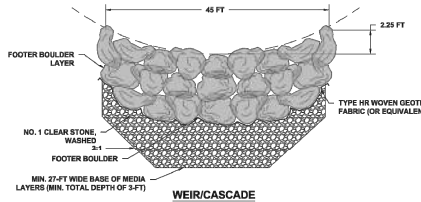


RSC PLAN VIEW (TYP.)

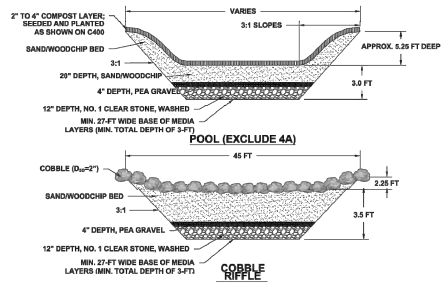
01 RSC COMPONENTS

SCALE: N.T.S

NOTE: MAINTAIN PARABOLIC SHAPE THROUGHOUT ENTIRE FACE OF EACH CASCADE AND BOULDER WEIR



WEIR/CASCADE

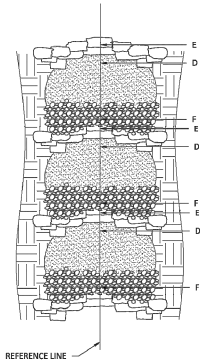


02 RSC SECTIONS

SCALE: N.T.S

BOULDER SIZE:
Provide boulders as hard and durable stone with less than 35 percent wear when tested for resistance to abrasion in conformance to ASTM C535. Bulk density shall not be less than 160 pounds per dry cubic foot. The least dimension of any one piece shall not be less than 1/3 the greatest dimension. Boulders shall be oblong, **not round or square**. Provide boulders with a minimum B-Axis diameter of 2 ft.

The B-Axis is defined as the second largest dimension of the stone (i.e., use the dimensions of length, height, and width to describe the stone. Let length be the longest dimension of the stone; then the B-Axis is the longer of the height and width dimensions).



A - Final Excavation Grade
B - Top of No. 1
C - Top of Pea Gravel
D - Bottom of Pool
E - Top Invert of Boulder Weir
F - Crest of Cobble Riffle

Point Elevations (ft)

Weir Station	A	B	C	D	E	F
0+00.00	703.75	704.75	705.08	706.75	708.75	709.75
0+75.41	704.75	705.75	706.08	707.75	709.75	710.75
1+36.42	705.75	706.75	707.08	708.75	710.75	711.75
3+14.90	706.75	707.75	708.08	709.75	711.75	712.75
5+25.60	709.00	710.50	710.33	712.00	N/A	N/A
8+22.01	718.75	719.75	720.08	721.75	N/A	N/A
9+30.92	719.25	720.25	720.58	722.25	724.75	725.25
10+56.49	719.25	720.25	720.58	722.25	N/A	N/A
11+99.30	719.75	720.75	721.08	722.75	725.25	725.75
13+67.27	720.25	721.25	721.58	723.25	725.75	726.25
~~15+17.04~~	~~720.75~~	~~721.75~~	~~722.00~~	~~723.75~~	~~726.25~~	~~726.75~~
17+28.42	721.25	722.25	722.58	724.25	726.75	727.25
19+09.73	721.75	722.75	723.08	724.75	727.25	727.75
20+48.32	722.25	723.25	723.58	725.25	727.75	728.25

REGENERATIVE STORMWATER CONVEYANCE SYSTEM NOTE:

REGENERATIVE STORMWATER CONVEYANCE SYSTEM DESIGN, SPECIFICATIONS, AND DETAILS COMPLETED BY AQUALIS. PLEASE CONTACT AQUALIS FOR ANY QUESTIONS RELATING TO THE RSC BMP.

ADRIENNE CIZEK
ACIZEK@AQUALISCO.COM
414.810.1245

FIONA NUTBEAM
FNUTBEAM@AQUALISCO.COM
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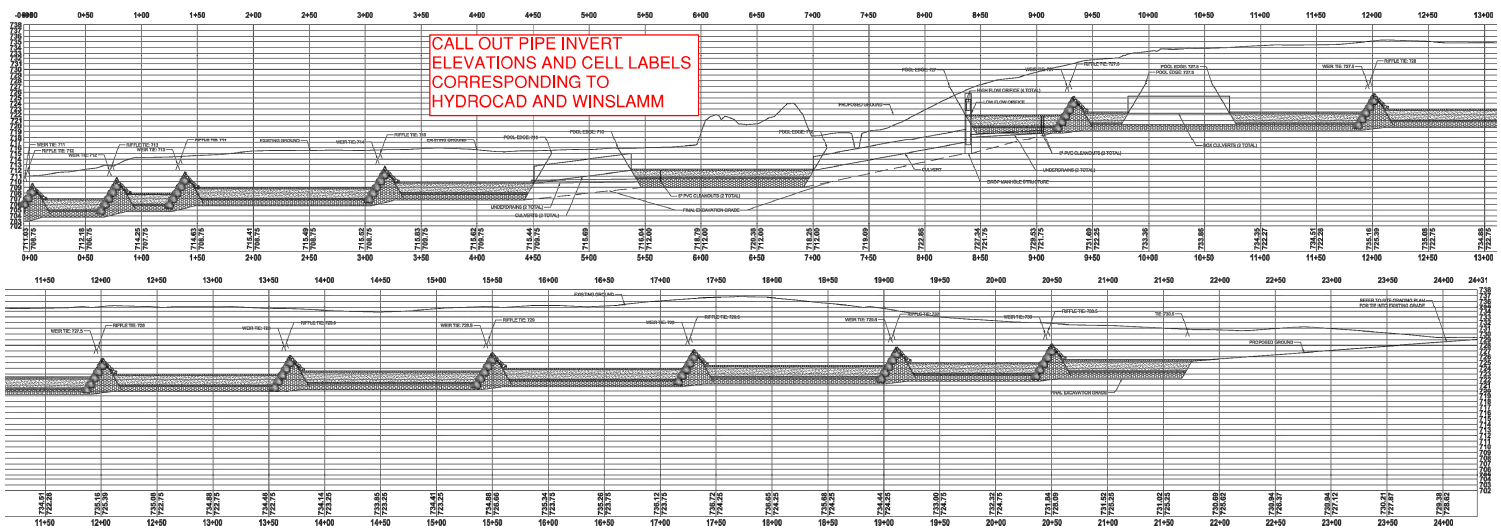

03 RSC PROFILE

SCALE: N.T.S

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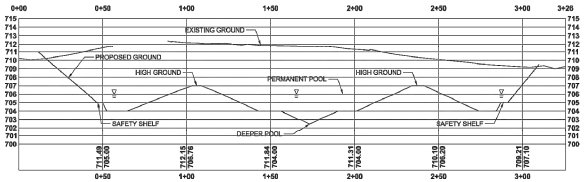
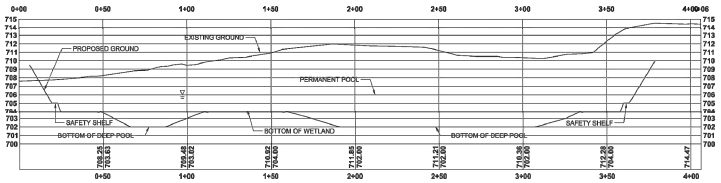
RSC DETAILS



01 WETLAND X-SECTION A (SEE GRADING PLAN)

SCALE: N.T.S



02 WETLAND X-SECTION B (SEE GRADING PLAN)

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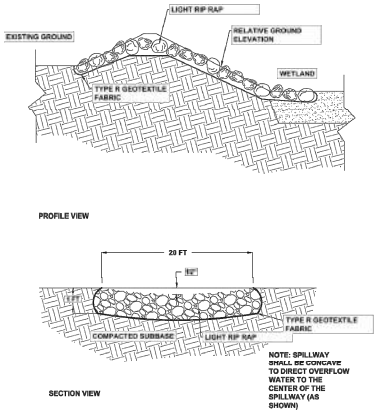

03 WETLAND EMERGENCY SPILLWAY

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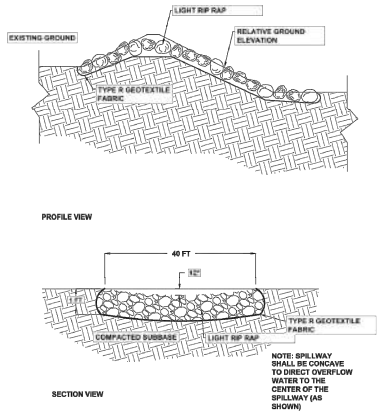

04 RSC EMERGENCY SPILLWAY

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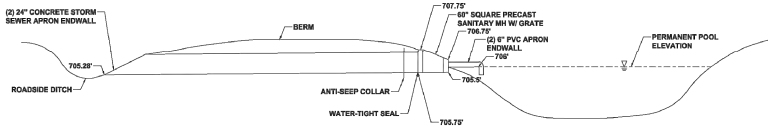

05 WETLAND DRAINAGE SYSTEM CROSS SECTION (TYP.)

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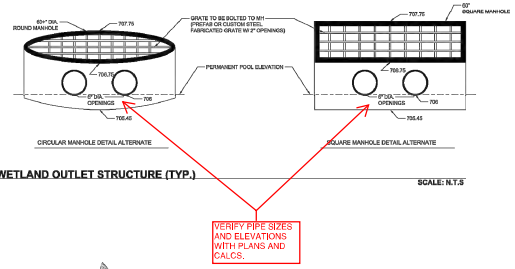
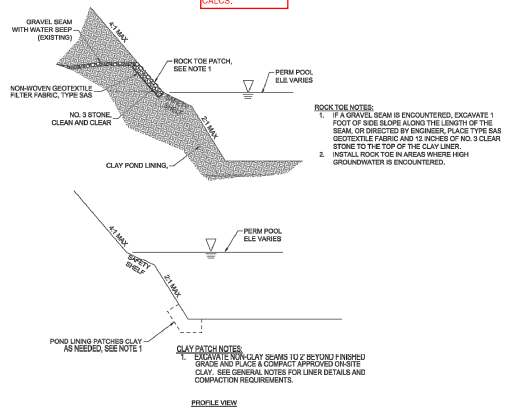


06 WETLAND OUTLET STRUCTURE (TYP.)

SCALE: N.T.S



07 WETLAND CLAY LINER (TYP.)

SCALE: N.T.S

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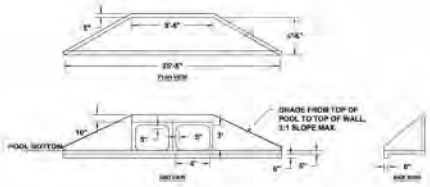
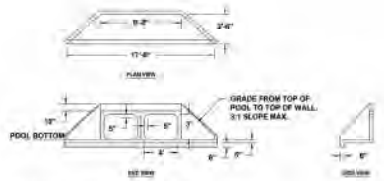
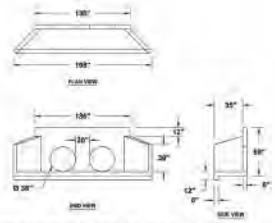


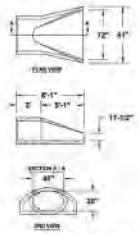
01 BOX CULVERT HEADWALL, CONCRETE SCALE: N.T.S



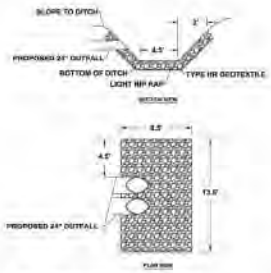
02 BOX CULVERT ENDWALL, CONCRETE SCALE: N.T.S



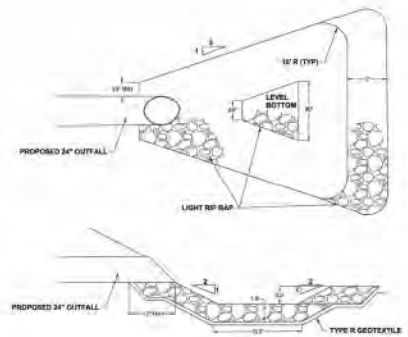
03 DOUBLE CULVERT HEAD/ENDWALL,CONCRETE SCALE: N.T.S



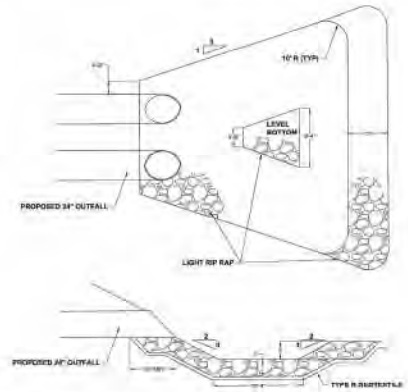
04 ELLIPTICAL PIPE END APRON SCALE: N.T.S



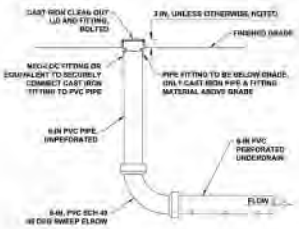
05 WETLAND OUTLET RIP RAP APRON SCALE: N.T.S



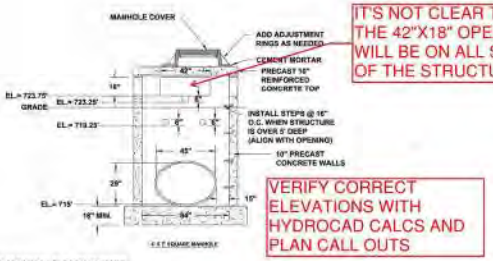
06 SINGLE CULVERT RIP RAP APRON SCALE: N.T.S



07 DOUBLE CULVERT RIP RAP APRON SCALE: N.T.S



08 6" PVC CLEANOUT SCALE: N.T.S



IT'S NOT CLEAR THAT THE 42"X18" OPENING WILL BE ON ALL SIDES OF THE STRUCTURE

VERIFY CORRECT ELEVATIONS WITH HYDROCAD CALCS AND PLAN CALL OUTS

09 DROP MANHOLE STRUCTURE SCALE: N.T.S

PLANTING PLAN FOR RSC & WETLAND

	RSC/STABILIZATION PLANT MIX	SEED MIX
	Prairie Nursery: Low Growing Prairie for Clay Soil	30%
	Prairie Nursery: Erosion Control Mix for Western States	70%
	TOTAL	100%

	EMERGENT PLANT MIX	SEED MIX
	ALISMA SUBCORDATUM	4.0 OZ/AC
	ASCLEPIAS INCARNATA	3.0 OZ/AC
	CAREX COMOSA	1.0 OZ/AC
	CAREX PELLITA	1.0 OZ/AC
	CAREX VULPINOIDEA	10.0 OZ/AC
	HIBIS VIRGINICA SHRUBS	4.0 OZ/AC
	LEERSIA ORYZOIDES	3.0 OZ/AC
	SCIRPUS ATROVIRENS	3.0 OZ/AC
	SCIRPUS FLUVIATILIS	16.0 OZ/AC
	SCIRPUS VALIDUS	2.0 OZ/AC
	SPARGANIUM EURYCARPUM	16.0 OZ/AC
	SYMPHYOTRICHUM PUNICEUM	2.0 OZ/AC
	COVER CROP, ELYMUS VIRGINICUS	3 LBS/AC

REGENERATIVE STORMWATER CONVEYANCE SYSTEM NOTE:

REGENERATIVE STORMWATER CONVEYANCE SYSTEM DESIGN, SPECIFICATIONS, AND DETAILS COMPLETED BY AQUAUS. PLEASE CONTACT AQUAUS FOR ANY QUESTIONS RELATING TO THE RSC BMP.

ADRIENNE COCK
ACOCK@AQUAUSCO.COM
414-810-7345

TRINA SLUTSKAAK
TSLUTSKAAK@AQUAUSCO.COM
414-810-7345

RSC DETAILS

EXCEL
Always a Better Plan

PROJECT INFORMATION

PROPOSED MASTERPLAN FOR:
SHORELAND LUTHERAN HIGH SCHOOL
9026 12TH STREET • KENOSHA, WI 53144

PRELIMINARY DATES
FEB 23, 2024

NOT FOR CONSTRUCTION

JOB NUMBER
2187400

SHEET NUMBER
C502

Village of Somers
Proceeding from the Village Plan Commission Meeting
April 8th, 2024

1. Call to Order

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

Present:

- Chairman George Stoner
- Commissioner Gregg Thompson
- Commissioner Vinnie Chambers
- Commissioner Donald Boxx
- Commissioner Michael DeLuca
- Commissioner Steege
- Alternate Pat Juliana

Staff present: Administrator Jason Peters, Kenosha County Planning Luke Godshall, Kenosha County Planning Andy Buehler

Trustees present: Ben Harbach, Jackie Nelson, and Joe Smith

2. Pledge of Allegiance

Chairman Stoner led everyone in the Pledge of Allegiance.

3. Approve Minutes of Feb, 12, 2024

Commissioner Boxx moved to approve to the minutes.
Seconded by Commissioner Juliana.

Motion carried. 7-0.

4. Correspondence

None

5. Citizen Comments

None

6. Comp Plan Amendment – Maplecrest Country Club

Public comments: none.

Commissioner Boxx brings up that he has questions about the project.
rezoning, site plan and other details.
Representative for the developer Ryan Douglas mentions that they addressed the Plan Commission's concerns from Feb. 12, 2024 about the single-family portion of the development. The density was lowered it, and the lot sizes are now a minimum of 9,000 sq. ft. The density of the multi-family development no longer needs a variance.

Commissioner Boxx asks about other variances.

Senior Land Use Planner Luke Godshall goes over the height, setback and parking variances requested.

Commissioner Boxx moves to accept the request.
Commissioner Thompson seconds the motion.

Motion carried. 7-0.

7. <u>Rezone – Maplecrest Country Club</u>

Public comments: none.

Commissioner Boxx moves to accept the request.
Commissioner Thompson seconds the motion.

Motion carried. 7-0.

8. <u>Land Division (Certified Survey Map) - Maplecrest Country Club</u>

Public Comments: none.

Commissioner Boxx moves to accept the request.
Commissioner DeLuca seconds the motion.

Motion carried. 7-0.

9. <u>Site Plan Review & Exterior Fenestration – Maplecrest Country Club</u>

Commissioner Boxx moves to accept the request.
Commissioner DeLuca seconds the motion.

Developer presents details about the architecture of the buildings and materials used.
Chairman Stoner reiterates that the stormwater storage will have to be 30 percent larger, which is confirmed by the developer.
Alternate Commissioner Juliana brings up concerns with parking.

Commissioner Thompson asks about the green space and landscaping.
Commissioner Chambers asks about insulation and dumpster.

Motion carried. 6-1. Commissioner Juliana votes Nay.

10. Conditional Use Permit – RCG Somers LLC, outside dining

Public comments: none.

Chairman Stoner brings up some concerns about the shape of the lot.
Developer representative confirms they are aware.
Chairman Stoner mentions concerns about parking.

Commissioner Boxx moves to accept the request.
Commissioner Juliana seconds the motion.

Motion carried. 7-0.

11. Site Plan Review & Exterior Fenestration – RCG Somers LLC

Commissioner Boxx moves to accept the request.
Commissioner Juliana seconds the motion.

Motion carried. 7-0.

12. Comp Plan Amendment – Shoreland Lutheran HS

Public Comments: Mark Molinaro Jr. 1011 12th Street, Somers.
He mentions being in favor of the project but wants water issues addressed.

Commissioner Boxx moves to accept the request.
Commissioner Juliana seconds the motion.

Motion carried. 7-0.

13. Rezone – Shoreland Lutheran HS

Public comments: none.

Shoreland representative talks about the project retaining significant stormwater from nearby properties and takes into account future development on the Shoreland campus.

Commissioner Boxx moves to accept the request.
Commissioner DeLuca seconds the motion.

Motion carried. 7-0.

14. Certified Survey Map – Shoreland Lutheran HS

Public Comments: none.

Commissioner Boxx moves to accept the request.
Commissioner Juliana seconds the motion.

Motion carried. 7-0.

15. Adjourn

Commissioner Juliana moved to adjourn.
Commissioner Boxx seconds the motion.

Motion carried 7-0 vote.

Drafted April 9, 2024

These minutes are not official until approved by the Plan Commission.
Submitted by Assistant to the Administrator/Communication Specialist Kevin Poirier

VILLAGE OF SOMERS

VILLAGE OF SOMERS COMPREHENSIVE PLAN MAP AMENDMENT APPLICATION

(a) Property Owner's Name:

Shoreland Lutheran High School Federation, Inc x _____
Signature

Mailing Address:

9206 21st Street

City: Kenosha State: WI Zip: 53144

Phone Number: 262-515-4527 E-mail (optional): scriver@slhs.us

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

Applicant's Name (if applicable):

Same as owner x _____
Signature

Mailing Address:

City: _____ State: _____ Zip: _____

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

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

82-4-222-084-0262: Medium-Density Residential
82-4-222-084-0272: Governmental & Institutional & Medium-Density Residential
82-4-222-084-0265: Medium-Density Residential

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

Governmental & Institutional

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

Parcels 82-4-222-084-0262, 82-4-222-084-0272 and part of 82-4-222-084-0265 are proposed to be combined via Certified Survey Map. Stormwater facilities to serve the existing school facility and future school developments are proposed in the areas that are requesting Comprehensive Plan Map Amendment to Governmental &Institutional.

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

(e-1) Is the proposed amendment consistent with the goals, objectives, policies, and programs of this plan? Explain:

The Comprehensive Plan Map Amendment request to Governmental & Institutional is compatible with the Comprehensive Plan. The amendment will allow for current stormwater management construction on site & future expansion of the school facility.

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

The Comprehensive Plan Map Amendment request to Governmental & Institutional is compatible with the surrounding residential & agricultural uses. The school land use is already in place and is compatible with the area.

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

No environmental effects are anticipated as a result of the comprehensive plan map amendment. Allowing for the construction of the regenerative stormwater conveyance system will actually provide a significant environmental benefit to the watershed and downstream areas.

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

The expansion of the school facility will allow the school to continue to offer premier education programs in a Christ-centered environment & benefit the public.

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

Public roads, services and utilities are available to the existing school property.

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

Adequate existing & planned services are in place to support the future development of the school.

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

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

82-4-222-084-0262, 82-4-222-084-0272 and part of 82-4-222-084-0265

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

See attached CSM

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

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

IMPORTANT TELEPHONE NUMBERS

Kenosha County Center
Department of Planning & Development
19600 - 75th Street, Suite 185-3
Bristol, Wisconsin 53104

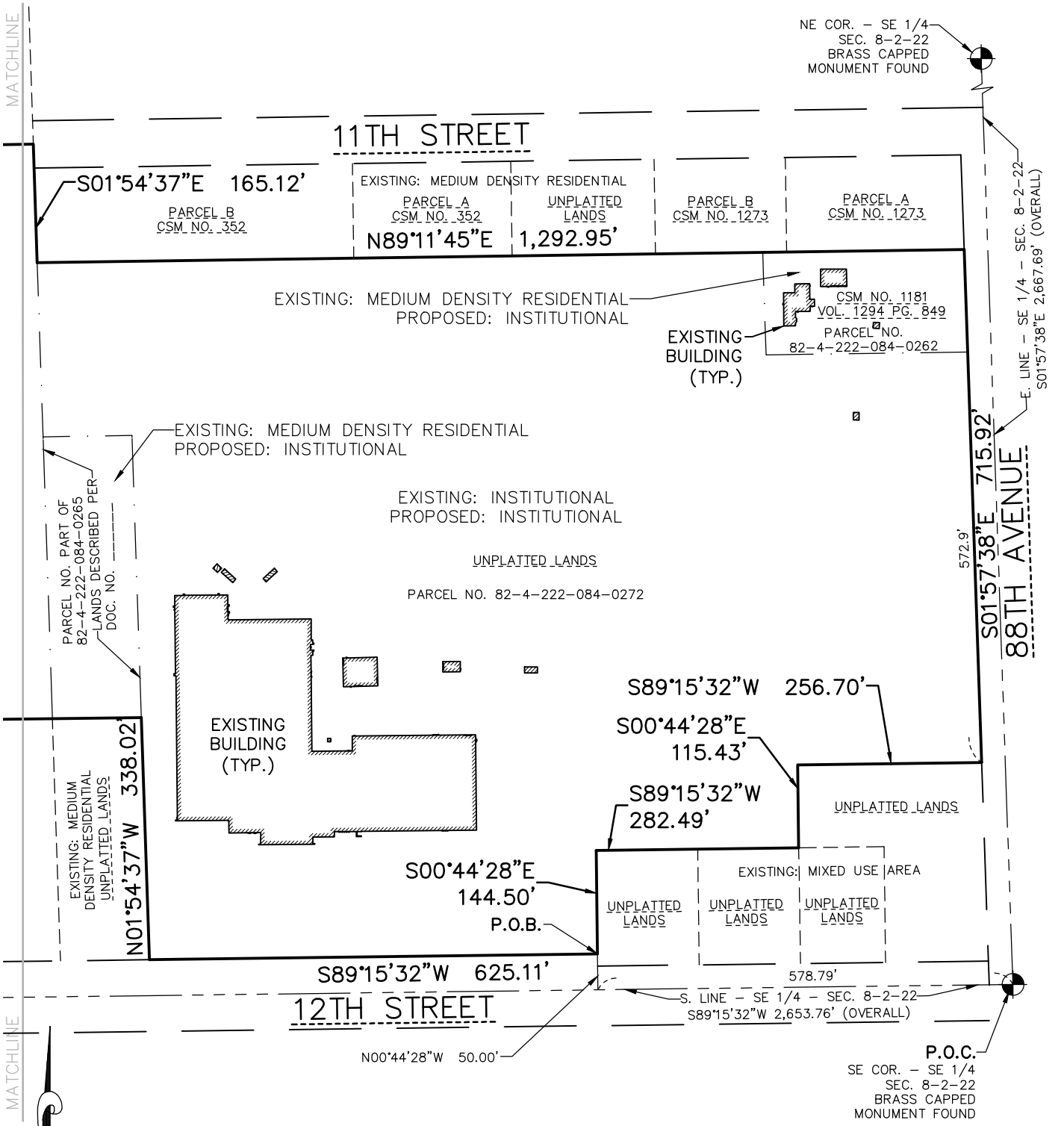
Division of County Development (including Sanitation & Land Conservation) **857-1895**
Facsimile # 857-1920

Public Works Division of Highways 857-1870

Administration Building
Division of Land Information 653-2622

Village of Somers 859-2822
Wisconsin Department of Natural Resources - Sturtevant Office 884-2300
Wisconsin Department of Transportation - Waukesha Office 548-8722

COMPREHENSIVE PLAN MAP AMENDMENT EXHIBIT



SHEET 1 OF 2 SHEETS

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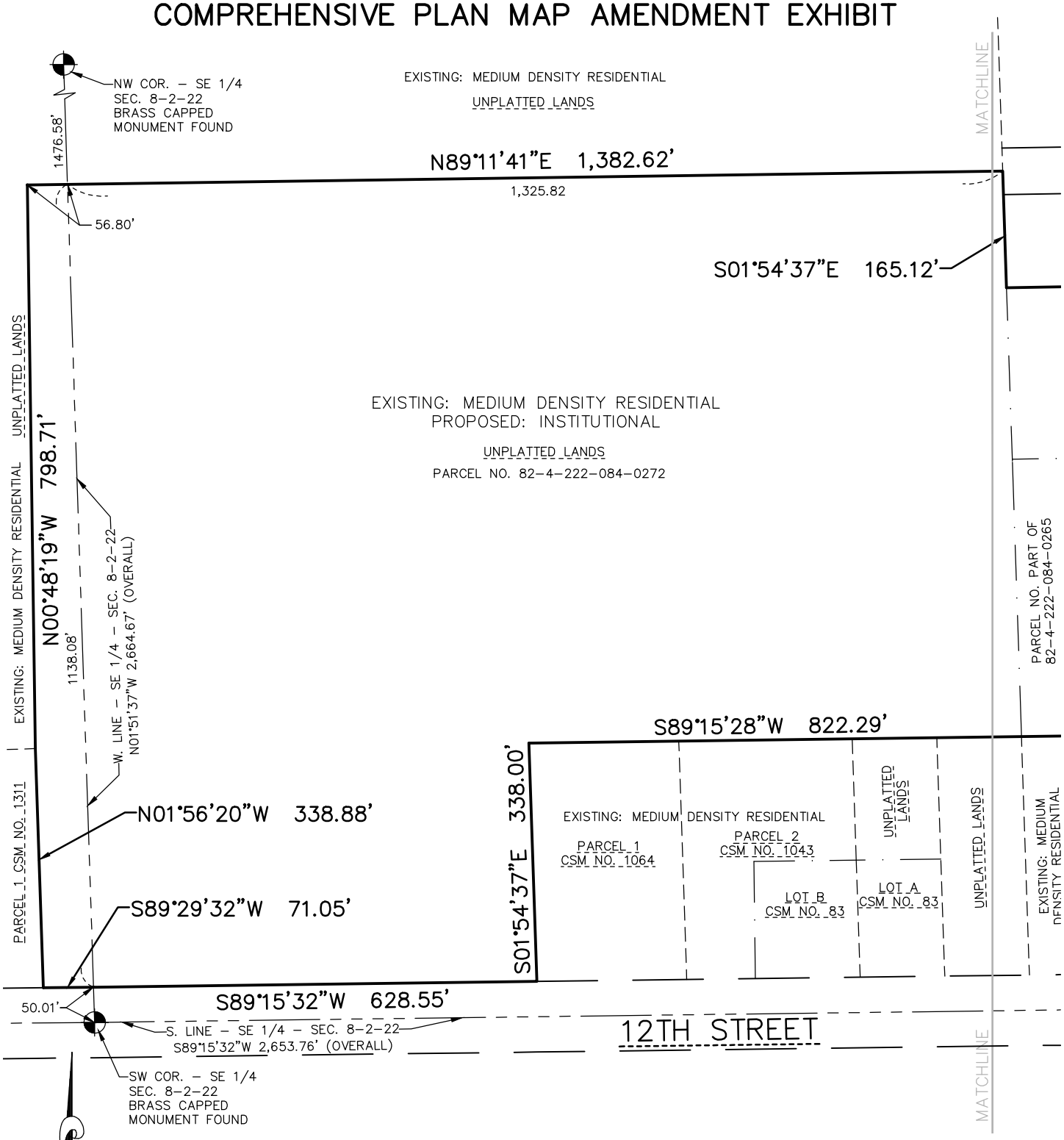
JOB NO. 2187400

COMPREHENSIVE PLAN MAP AMENDMENT EXHIBIT



SHEET 2 OF 2 SHEETS

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JOB NO. 2187400

VILLAGE OF SOMERS
Department of Planning and Development

REZONING APPLICATION

(a) Property Owner's Name:
Shoreland Lutheran High School Federation, Inc

Print Name: Paul Scriver Signature: Paul Scriver

Mailing Address: 9026 12th Street

City: Kenosha State: WI Zip: 53144

Phone Number: 262-515-4527 E-mail (optional): scriver@slhs.us

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

(b) Agent's Name (if applicable): Same as property owner

Print Name: Signature:

Business Name:

Mailing Address:

City: State: Zip:

Phone Number: E-mail (optional):

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

82-4-222-084-0262 - R-3 to I-1

82-4-222-084-0272 (part of) - A-4 & R-3 to I-1

82-4-222-084-0265 (part of) - R-3 to I-1

Property Address of property to be rezoned:

82-4-222-084-0262: 1122 88th Ave, 82-4-222-084-0272: 9026 12th St,
part of 82-4-222-084-0265: 9110 12th St

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

New stormwater facilities (regenerative stormwater conveyance are being provided to serve the existing school facility as well as setup for additional development development at both the existing site as well as the newly acquired lot to the west of the school. Separate site plan submittals will be required in the future when this additional development occurs.

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

☒ A-1 Agricultural Preservation District	☐ TCO Town Center Overlay District
☐ A-2 General Agricultural District	☐ B-1 Neighborhood Business District
☐ A-3 Agricultural Related Manufacturing, Warehousing and Marketing District	☐ B-2 Community Business District
☐ A-4 Agricultural Land Holding District	☐ B-3 Highway Business District
☐ AE-1 Agricultural Equestrian Cluster Single-Family District	☐ B-4 Planned Business District
☐ R-1 Rural Residential District	☐ B-5 Wholesale Trade and Warehousing District
☐ R-2 Suburban Single-Family Residential District	☐ BP-1 Business Park District
☒ R-3 Urban Single-Family Residential District	☐ B-94 Interstate Highway 94 Special Use Business District
☐ R-4 Urban Single-Family Residential District	☐ M-1 Limited Manufacturing District
☐ R-5 Urban Single-Family Residential District	☐ M-2 Heavy Manufacturing District
☐ R-6 Urban Single-Family Residential District	☐ M-3 Mineral Extraction District
☐ R-7 Suburban Two-Family and Three-Family Residential District	☐ M-4 Sanitary Landfill and Hazardous Waste Disposal District
☐ R-8 Urban Two-Family Residential District	☒ I-1 Institutional District
☐ R-9 Multiple-Family Residential District	☐ PR-1 Park-Recreational District
☐ R-10 Multiple-Family Residential District	☐ C-1 Lowland Resource Conservancy District
☐ R-11 Multiple-Family Residential District	☐ C-2 Upland Resource Conservancy District
☐ R-12 Mobile Home/Manufactured Home Park-Subdivision District	☐ FPO Floodplain Overlay District
☐ HO Historical Overlay District	☐ FWO Camp Lake/Center Lake Floodway Overlay District
☐ PUD Planned Unit Development Overlay District	☐ FFO Camp Lake/Center Lake Floodplain Fringe Overlay District
☐ AO Airport Overlay District	
☐ RC Rural Cluster Development Overlay District	

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

☐ A-1 Agricultural Preservation District	☐ TCO Town Center Overlay District
☐ A-2 General Agricultural District	☐ B-1 Neighborhood Business District
☐ A-3 Agricultural Related Manufacturing, Warehousing and Marketing District	☐ B-2 Community Business District
☐ A-4 Agricultural Land Holding District	☐ B-3 Highway Business District
☐ AE-1 Agricultural Equestrian Cluster Single-Family District	☐ B-4 Planned Business District
☐ R-1 Rural Residential District	☐ B-5 Wholesale Trade and Warehousing District
☐ R-2 Suburban Single-Family Residential District	☐ BP-1 Business Park District
☐ R-3 Urban Single-Family Residential District	☐ B-94 Interstate Highway 94 Special Use Business District
☐ R-4 Urban Single-Family Residential District	☐ M-1 Limited Manufacturing District
☐ R-5 Urban Single-Family Residential District	☐ M-2 Heavy Manufacturing District
☐ R-6 Urban Single-Family Residential District	☐ M-3 Mineral Extraction District
☐ R-7 Suburban Two-Family and Three-Family Residential District	☐ M-4 Sanitary Landfill and Hazardous Waste Disposal District
☐ R-8 Urban Two-Family Residential District	☒ I-1 Institutional District
☐ R-9 Multiple-Family Residential District	☐ PR-1 Park-Recreational District
☐ R-10 Multiple-Family Residential District	☐ C-1 Lowland Resource Conservancy District
☐ R-11 Multiple-Family Residential District	☐ C-2 Upland Resource Conservancy District
☐ R-12 Mobile Home/Manufactured Home Park-Subdivision District	☐ FPO Floodplain Overlay District
☐ HO Historical Overlay District	☐ FWO Camp Lake/Center Lake Floodway Overlay District
☐ PUD Planned Unit Development Overlay District	☐ FFO Camp Lake/Center Lake Floodplain Fringe Overlay District
☐ AO Airport Overlay District	
☐ RC Rural Cluster Development Overlay District	

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

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

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

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

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

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

Supervisory District Number: 19 County Board Supervisor: Brian Bashaw

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

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

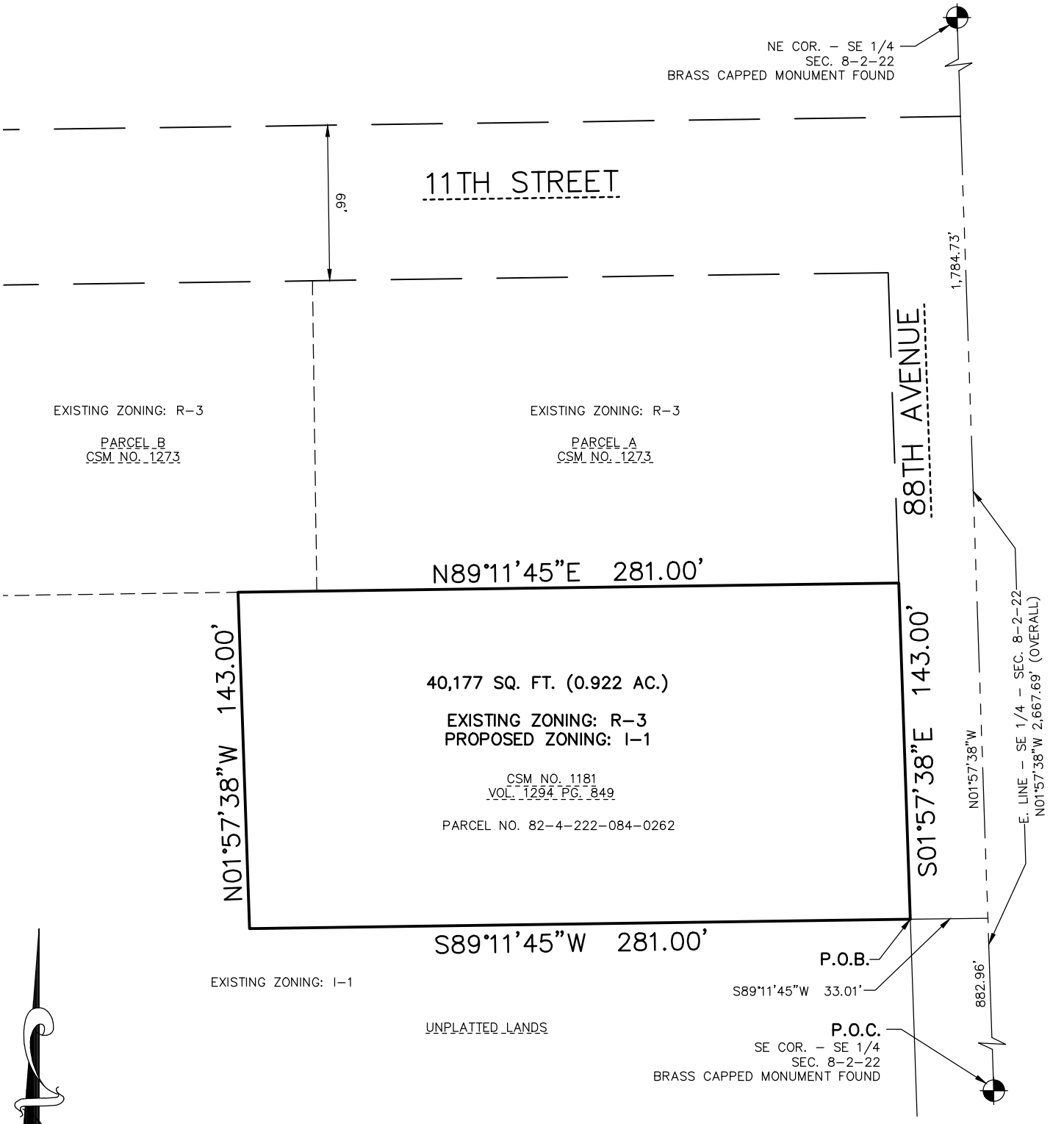
(For other fees see the Fee Schedule)

Note: Agricultural Use Conversion Charge

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

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

ZONING EXHIBIT NORTHEAST PARCEL



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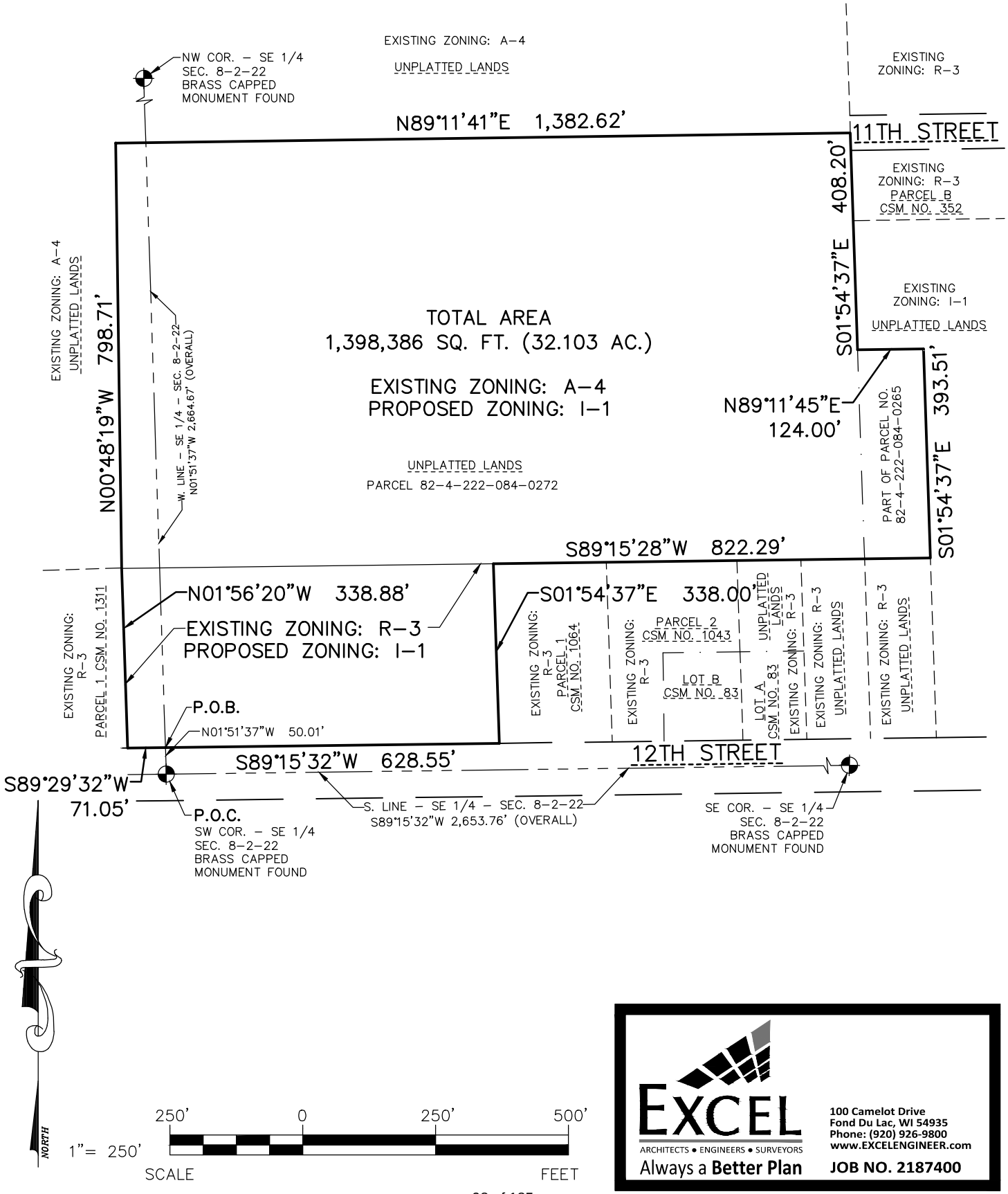
ZONING EXHIBIT WEST PARCEL



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VILLAGE OF SOMERS
Department of Planning & Development

VILLAGE OF SOMERS REZONING PROCEDURES

☐ **1.** Contact the Kenosha County Department of Planning & Development and check with staff to determine if your proposed zoning change meets the requirements of the Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035, Village of Somers General Zoning and Shoreland/Floodplain Zoning Ordinance and the Village of Somers Land Division and Platting Control Ordinance. Note: If the proposed rezoning is part of a proposed land division see the Certified Survey Map Information and Procedures.

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

Meeting Date: 6/16/22

☐ **3.** Contact the Village of Somers to determine if your rezoning petition requires concept review by the Village Plan Commission. If so, contact the Village of Somers clerk to schedule a concept meeting with the Village Plan Commission.

Meeting Date: _____

☐ **4.** Complete and submit to the Kenosha County Department of Planning & Development the Village of Somers Rezoning Application by the filing deadline.

Filing Deadline: _____

☐ **5.** Upon submission you will be given two copies of the date-stamped application. Submit 10 copies of the date-stamped application to the Village of Somers clerk for placement on the agendas of the Village of Somers Plan Commission and the Village of Somers Board and keep one for your records.

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

Village Plan Commission meeting date (tentative): _____

Village Board meeting date (tentative): _____

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

IMPORTANT TELEPHONE NUMBERS

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

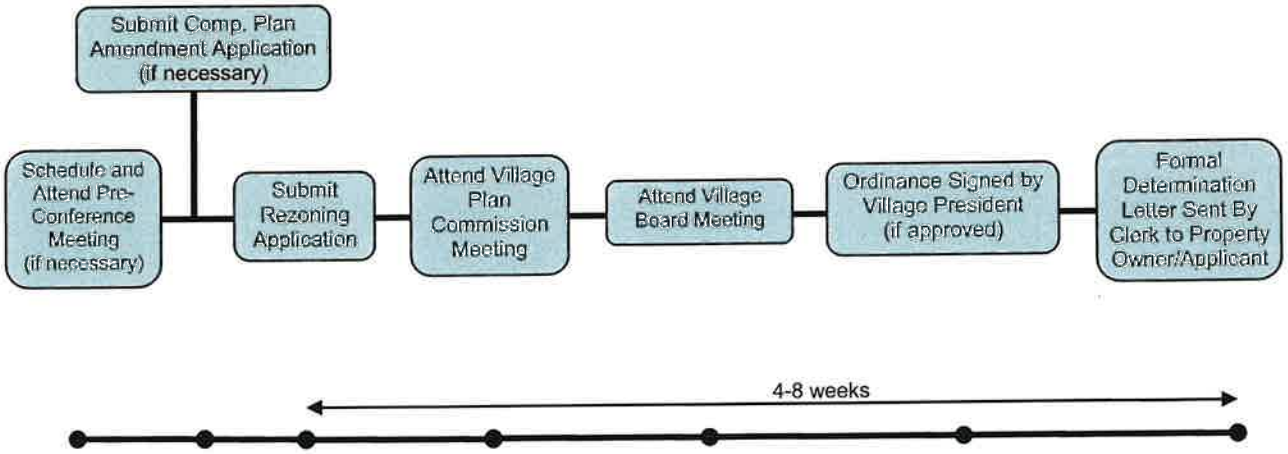
Division of Planning & Development (including Sanitation & Land Conservation) **857-1895**
Facsimile # 857-1920

Public Works Division of Highways 857-1870

Administration Building
Division of Land Information 653-2622

Village of Somers 859-2822
Wisconsin Department of Natural Resources - Sturtevant Office 884-2300
Wisconsin Department of Transportation - Waukesha Office 548-8722

Rezoning Procedure Timeline



For Reference Purposes

VILLAGE OF SOMERS
Department of Planning & Development

LAND DIVISION APPLICATION

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

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

- [x] Certified Survey Map
- [ ] Subdivision Preliminary Plat
- [ ] Subdivision Final Plat
- [ ] Condominium Plat

Applicant is: [x] Property Owner [ ] Subdivider [ ] Other _____

Applicant Name: Shoreland Lutheran High School Federation, Inc Date 02/23/24

Mailing Address: 9206 21st Street Phone # 262-515-4527

Kenosha, WI 53144 Phone # _____

Tax Parcel Number(s): 82-4-222-084-0262, 82-4-222-084-0272 & part of 82-4-222-084-0265

Acreage of Project: 56.5

Location of Property (including legal description):

82-4-222-084-0262: 1122 88th Ave

82-4-222-084-0272: 9026 12th St

part of 82-4-222-084-0265: 9110 12th St

See attached for legal description

Subdivision/Development Name (if applicable): _____

Shoreland Lutheran High School

Existing Zoning: I-1, A-4 & R-3 Proposed Zoning: I-1

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

Present 82-4-222-084-0262: Medium-Density Residential
82-4-222-084-0272: Governmental & Institutional & Medium-Density Residential
82-4-222-084-0265: Medium-Density Residential

Proposed Governmental & Institutional

Present Use(s) of Property: 82-4-222-084-0262: Residential, 82-4-222-084-0272: School & Agricultural
82-4-222-084-0265: Residential - vacant land

Proposed Use(s) of Property: Existing School, Stormwater Facilities for School

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

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

The subdivision abuts a county trunk highway .....Yes (x) No ( )

The subdivision contains shoreland/floodplain areas .....Yes ( ) No (x)

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

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

REQUIRED SIGNATURE(S) FOR ALL APPLICATIONS:

Paul A. [illegible] 2/22/24

Property Owner's Signature Date

Property Owner's Signature Date

REQUIRED APPLICABLE SIGNATURES:

Applicant's Signature Date

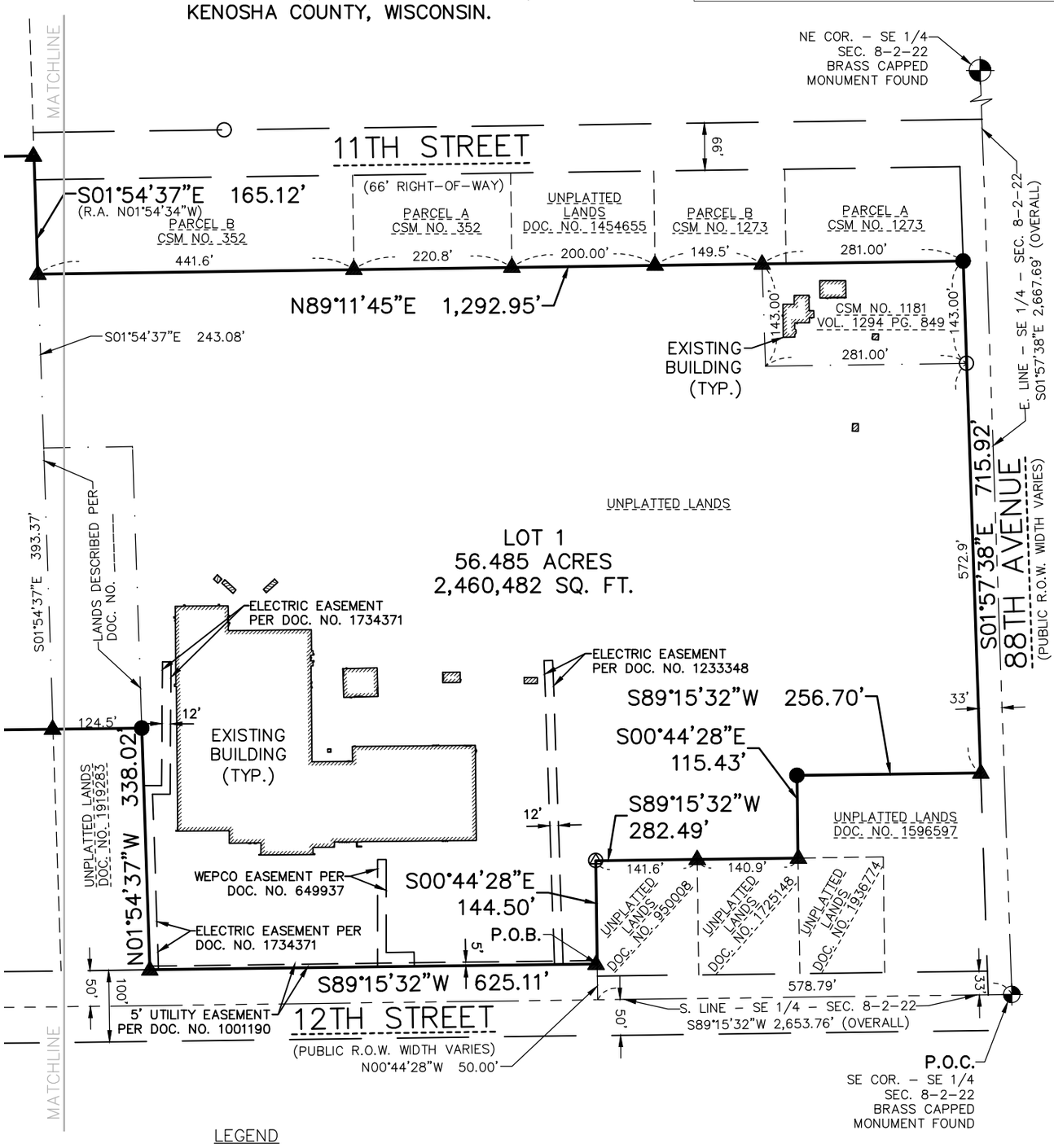
Developer's Signature Date

CERTIFIED SURVEY MAP NO. _____

FOR

SHORELAND LUTHERAN HIGH SCHOOL FEDERATION, INC.

CSM NO. 1181, PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 8, TOWNSHIP 2 NORTH, RANGE 22 EAST, VILLAGE OF SOMERS, KENOSHA COUNTY, WISCONSIN.



LEGEND

- ● – 3/4" x 18" REBAR SET WEIGHING 1.50 LBS/FT.
- ▲ – 1" IRON PIPE FOUND
- ○ – 3/4" REBAR FOUND
- ⊘ – 3/4" IRON PIPE FOUND
- ⊡ – NAIL FOUND
- ⊕ – SECTION CORNER MONUMENT FOUND

NORTH POINT REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD83). THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 08 HAS A BEARING OF SOUTH 89°–15'–32" WEST

NORTH

200' 0 200' 400'

1"= 200'

SCALE FEET

OWNER:
SHORELAND LUTHERAN HIGH SCHOOL FEDERATION, INC.
9026 12TH STREET
KENOSHA, WI 53144

SHEET 1 OF 5 SHEETS

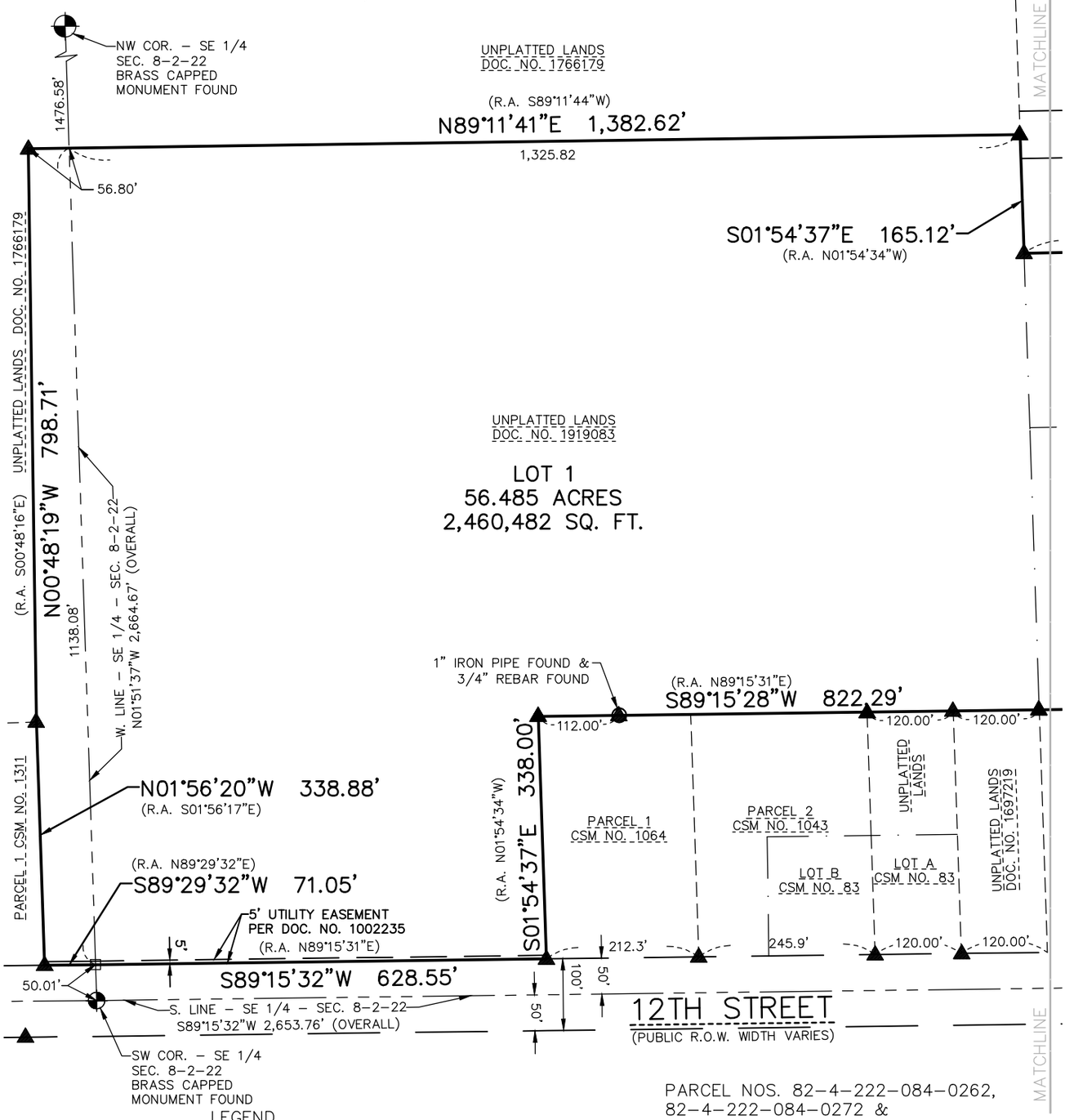
EXCEL
ARCHITECTS • ENGINEERS • SURVEYORS
Always a Better Plan
100 Camelot Drive
Fond Du Lac, WI 54935
Phone: (920) 926-9800
www.EXCELENGINEER.com
JOB NO. 2187400

CERTIFIED SURVEY MAP NO. _____

FOR

SHORELAND LUTHERAN HIGH SCHOOL FEDERATION, INC.

CSM NO. 1181, PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 8, TOWNSHIP 2 NORTH, RANGE 22 EAST, VILLAGE OF SOMERS, KENOSHA COUNTY, WISCONSIN.



PARCEL NOS. 82–4–222–084–0262,
82–4–222–084–0272 &
PART OF 82–4–222–084–0265

OWNER:
SHORELAND LUTHERAN HIGH SCHOOL
FEDERATION, INC.
9026 12TH STREET
KENOSHA, WI 53144

SHEET 2 OF 5 SHEETS

LEGEND

- ● – 3/4" x 18" REBAR SET WEIGHING 1.50 LBS/FT.
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- ⊘ – 3/4" IRON PIPE FOUND
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NORTH

1"= 200'

200' 0 200' 400'

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CERTIFIED SURVEY MAP NO. _____

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SURVEYOR'S CERTIFICATE

I, Ryan Wilgreen, Professional Land Surveyor, hereby certify:

That I have surveyed, divided and mapped a parcel of land described below.

That I have made such Certified Survey under the direction of Shoreland Lutheran High School Federation, Inc. bounded and described as follows:

Certified Survey Map (CSM) No. 1181 recorded in Vol. 1294 Pg. 849 in the Kenosha County Register of Deeds Office as Document No. 791922, part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 and part of the Southeast 1/4 of the Southwest 1/4 of Section 8, Township 2 North, Range 22 East, Village of Somers, Kenosha County, Wisconsin being more particularly described as follows:

Commencing at the Southeast corner of the Southeast 1/4 of said Section 8; thence South 89°-15'-32" West along the South line of said Southeast 1/4, a distance of 578.79 feet; thence North 00°-44'-28" West, a distance of 50.00 feet to the Northerly right-of-way line of 12th Street, said point also being the point of beginning; thence South 89°-15'-32" West along said Northerly line, a distance of 625.11 feet to the East line of a parcel of land described per Document No. 1919283; thence North 01°-54'-37" West along said East line, a distance of 338.02 feet to the Easterly extension of the North line of Parcel 1 of Certified Survey Map No. 1064 recorded in Vol. 1192 Pg. 201 in the Kenosha County Register of Deeds Office as Document No. 1927298; thence South 89°-15'-28" West along said Easterly extension and North line, a distance of 822.29 feet to the West line of said Parcel 1; thence South 01°-54'-37" East along said West line, a distance of 338.00 feet to the Northerly right-of-way line of 12th Street; thence South 89°-15'-32" West along said Northerly line, a distance of 628.55 feet; thence South 89°-29'-32" West along said Northerly line, a distance of 71.05 feet to the East line of Parcel 1 of Certified Survey Map No. 1311 recorded in Vol. 1374 Pg. 752 in the Kenosha County Register of Deeds Office as Document No. 1775495; thence North 01°-56'-20" West along said East line, a distance of 338.88 feet to the Northeast corner of said Parcel 1; thence North 00°-48'-19" West along an East line of a parcel of land described per Document No. 1766179, a distance of 798.71 feet to a South line of said described lands; thence North 89°-11'-41" East along said South line, a distance of 1,382.62 feet to the Northerly extension of the West line of Parcel B of Certified Survey Map No. 352 recorded in Vol. 973 Pg. 165 in the Kenosha County Register of Deeds Office as Document No. 1681529; thence South 01°-54'-37" East along said Northerly extension and said West line, a distance of 165.12 feet to the South line of said Parcel B; thence North 89°-11'-45" East along said South line and its Easterly extension, a distance of 1,292.95 feet to the Northeast corner of said CSM No. 1181, said point being on the Westerly right-of-way line of 88th Avenue; thence South 01°-57'-38" East along said Westerly line, a distance of 715.92 feet to the North line of a parcel of land described per Document No. 1596597; thence South 89°-15'-32" West along said North line, a distance of 256.70 feet to the West line of said described lands; thence South 00°-44'-28" East along said West line, a distance of 115.43 feet to the North line of a parcel of land described per Document No. 1725148; thence South 89°-15'-32" West along said North line and its Westerly extension, a distance of 282.49 feet to the West line of a parcel of land described per Document No. 950008; thence South 00°-44'-28" East along said West line, a distance of 144.50 feet to the point of beginning and containing 56.485 acres (2,460,482 sq. ft.) of land more or less.

That such is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes and the Subdivision Ordinance of the Village of Somers in surveying, dividing and mapping the same.

_____

Ryan Wilgreen, P.L.S. No. S-2647
ryan.w@excelengineer.com
Excel Engineering, Inc.
Fond du Lac, Wisconsin 54935
Project Number: 2187400

CERTIFIED SURVEY MAP NO. _____

CSM NO. 1181, PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 8, TOWNSHIP 2 NORTH, RANGE 22 EAST, VILLAGE OF SOMERS, KENOSHA COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

Shoreland Lutheran High School Federation, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this map to be surveyed, divided and mapped as represented on this map.

Shoreland Lutheran High School Federation, Inc. does further certify that this map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

1. Village of Somers

WITNESS the hand and seal of said owner this _____ day of _____, 20____.

Shoreland Lutheran High School Federation, Inc.

_____

_____, _____
(Print) (Title)

STATE OF _____)

_____COUNTY)SS

Personally came before me this _____ day of _____, 20____, the above named

_____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____

Notary Public, _____ County, ____

My Commission Expires:_____

SHEET 4 OF 5 SHEETS

CERTIFIED SURVEY MAP NO. _____

CSM NO. 1181, PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 8, TOWNSHIP 2 NORTH, RANGE 22 EAST, VILLAGE OF SOMERS, KENOSHA COUNTY, WISCONSIN.

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the Village of Somers on this _____ day of _____, 20___.

_____ _____
George Stoner, President Date

_____ _____
Secretary Date

VILLAGE BOARD APPROVAL

Approved by the Village Board of the Village of Somers on this _____ day of _____, 20___.

_____ _____
George Stoner, Village President Date

_____ _____
, Village Clerk-Treasurer Date

SHEET 5 OF 5 SHEETS

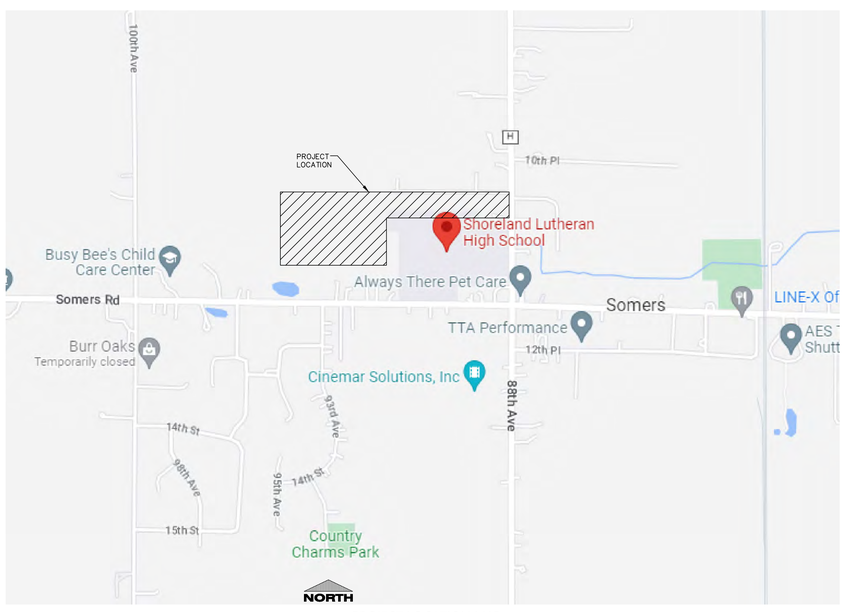
PROPOSED STORMWATER AND MASS GRADING FOR:

SHORELAND LUTHERAN HIGH SCHOOL

SOMERS, WISCONSIN

LEGEND

- 000.00 — PROPOSED SPOT ELEVATIONS (FLOW LINE OF CURB UNLESS OTHERWISE SPECIFIED)
- 000.00 EG — EXISTING GRADE SPOT ELEVATIONS
- 000.00 BG / 000.00 FG — PROPOSED SPOT ELEVATIONS (REFERENCE R-WALL DETAIL) BG-FINISHED SURFACE GRADE AT BACK OF WALL FG-FINISHED SURFACE GRADE AT FRONT OF WALL
- 000.00 TC / 000.00 BC — PROPOSED SPOT ELEVATIONS (TOP OF CURB, BOTTOM OF CURB)
- 000.00 TW / 000.00 BW — PROPOSED SPOT ELEVATIONS (TOP OF WALK, BOTTOM OF WALK)
- EXISTING WATER VALVE IN BOX
- PROPOSED WATER VALVE IN BOX
- EXISTING WATER VALVE IN MANHOLE
- EXISTING WATER SERVICE VALVE
- EXISTING TELEPHONE MANHOLE
- EXISTING STORM CATCH BASIN
- PROPOSED STORM CATCH BASIN – ST CB
- PROPOSED STORM FIELD INLET – ST FI
- EXISTING SQUARE CATCH BASIN
- EXISTING STORM CURB INLET
- PROPOSED STORM CURB INLET – ST CI
- EXISTING UTILITY POLE
- EXISTING UTILITY POLE WITH GUY WIRE
- EXISTING STREET LIGHT
- EXISTING TELEPHONE PEDESTAL
- EXISTING ELECTRIC PEDESTAL
- EXISTING ELECTRIC BOX
- EXISTING CABLE TV PEDESTAL
- PROPOSED DRAINAGE FLOW
- 1–1/4" REBAR SET WEIGHING 4.30 LB/FT.
- 3/4" REBAR SET WEIGHING 1.50 LB/FT.
- 1–1/4" REBAR FOUND
- 3/4" REBAR FOUND
- 2" IRON PIPE FOUND
- 1" IRON PIPE FOUND
- EXISTING FLOOD LIGHT
- SECTION CORNER
- PROPOSED APRON END SECTION
- EXISTING MARSH AREA
- EXISTING DECIDUOUS TREE WITH TRUNK DIAMETER
- EROSION MATTING
- IP — PROPOSED INLET PROTECTION
- EXISTING CONIFEROUS TREE
- EXISTING SHRUB
- EXISTING STUMP
- SOIL BORING
- EXISTING WELL
- PROPOSED WELL
- EXISTING LIGHT POLE
- EXISTING SIGN
- CENTER LINE
- EXISTING HANDICAP PARKING STALL
- PROPOSED HANDICAP PARKING STALL
- EXISTING GAS VALVE
- EXISTING WOODED AREA
- EXISTING HEDGE
- EXISTING CHAINLINK FENCE
- EXISTING WOOD FENCE
- EXISTING BARBED WIRE FENCE
- PROPOSED PROPERTY LINE
- EXISTING GUARD RAIL
- EXISTING STORM SEWER AND MANHOLE
- PROPOSED STORM SEWER AND MANHOLE – ST MH
- EXISTING SANITARY SEWER AND MANHOLE
- PROPOSED SANITARY SEWER AND MANHOLE – SAN MH
- EXISTING WATER LINE AND HYDRANT
- PROPOSED WATER LINE AND HYDRANT
- PAVED AREA OR BUILDING SLAB
- EXISTING OVERHEAD UTILITY LINE
- EXISTING UNDERGROUND FIBER OPTIC LINE
- EXISTING UNDERGROUND ELECTRIC CABLE
- EXISTING UNDERGROUND TELEPHONE CABLE
- EXISTING UNDERGROUND GAS LINE
- PROPOSED CURB AND GUTTER
- EXISTING CURB AND GUTTER
- GRADING/SEEDING LIMITS
- RIGHT-OF-WAY LINE
- INTERIOR PROPERTY LINE
- RAILROAD TRACKS
- EXISTING GROUND CONTOUR
- PROPOSED GROUND CONTOUR



PROJECT LOCATION MAP

PLAN SPECIFICATIONS (BASED ON CSI FORMAT)

DIVISION 31 EARTH WORK

31 10 00 SITE CLEARING (DEMOLITION)

A. CONTRACTOR SHALL CALL DIGGER'S HOT LINE AND CONDUCT A PRIVATE UTILITY LOCATE AS REQUIRED TO ENSURE THAT ALL UTILITIES HAVE BEEN LOCATED BEFORE STARTING SITE DEMOLITION. DESIGN ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES BETWEEN PLAN AND FIELD CONDITIONS PRIOR TO CONSTRUCTION.

B. CONTRACTOR TO FIELD TELEVISE ALL EXISTING SANITARY AND STORM LATERALS THAT ARE SCHEDULED TO BE RE-USED AND/OR CONNECTED TO ON SITE AT TIME OF DEMOLITION. THE TELEVISING SHALL BE COMPLETED TO ENSURE THE EXISTING LATERAL(S) ARE FREE OF OBSTRUCTIONS AND IN SOUND STRUCTURAL CONDITION. TELEVISING OF THESE LATERAL(S) SHOULD BE COMPLETED AT BEGINNING OF CONSTRUCTION AND DESIGN ENGINEER SHALL BE NOTIFIED OF ANY PIPE OBSTRUCTIONS AND/OR STRUCTURAL DEFICIENCIES IMMEDIATELY AFTER COMPLETION OF FIELD TELEVISING.

C. DEMOLITION PLAN IS AN OVERVIEW OF DEMOLITION TO TAKE PLACE ON SITE. CONTRACTOR TO FIELD VERIFY EXISTING SITE CONDITIONS PRIOR TO BEDDING. CONTRACTOR SHALL REMOVE, REPLACE, OR DEMOLISH ALL ITEMS AS NEEDED DURING CONSTRUCTION.

D. CONTRACTOR TO PROTECT EXISTING IMPROVEMENTS THAT ARE SCHEDULED TO REMAIN. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPLACED AT CONTRACTORS EXPENSE.

E. ALL CONCRETE MUST BE REMOVED SHALL BE REMOVED TO THE NEAREST CONTROL JOINT.

31 20 00 EARTH MOVING

A. CONTRACTOR SHALL CALL DIGGER'S HOT LINE AND CONDUCT A PRIVATE UTILITY LOCATE AS REQUIRED TO ENSURE THAT ALL UTILITIES HAVE BEEN LOCATED BEFORE STARTING EXCAVATION. DESIGN ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES BETWEEN PLAN AND FIELD CONDITIONS PRIOR TO CONSTRUCTION.

B. PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT FOR ALL EXCAVATION, GRADING, FILL AND BACKFILL WORK AS REQUIRED TO COMPLETE THE GENERAL CONSTRUCTION WORK. ALL EXCAVATION AND BACKFILL FOR ELECTRICALS AND MECHANICALS ARE THE RESPONSIBILITY OF THE RESPECTIVE CONTRACTOR UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS.

C. ALL ORGANIC TOPSOIL INSIDE THE BUILDING AREA, UNDER PAVED AREAS, AND AT SITE FILL AREAS SHALL BE REMOVED. PROOF ROLL SUBGRADES BEFORE PLACING FILL WITH HEAVY PNEUMATIC-TIRED EQUIPMENT, SUCH AS A FULLY-LOADED TANDEM AXLE DUMP TRUCK, TO IDENTIFY SOFT POCKETS AREAS OF EXCESS YIELDING. CONTRACTOR SHALL VERIFY TOPSOIL DEPTHS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REVIEW AND FOLLOW THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT AND ACCOUNT FOR EXISTING CONDITIONS PRIOR TO SUBMITTING BID FOR THE PROJECT. EXCESS MATERIALS SHALL BE REMOVED FROM THE SITE UNLESS OTHERWISE DIRECTED IN THE PLANS OR BY LOCAL ZONING REQUIREMENTS.

D. PLACE AND COMPACT FILL MATERIAL IN LAYERS TO REQUIRED ELEVATIONS. UNIFORMLY MOISTEN OR AERATE SUBGRADE AND EACH SUBSEQUENT FILL OR BACKFILL LAYER BEFORE COMPACTION AS RECOMMENDED TO ACHIEVE SPECIFIED DRY DENSITY. REMOVE AND REPLACE, OR SCARIFY AND AIR DRY, OTHERWISE SATISFACTORY SOIL MATERIAL THAT IS TOO WET TO COMPACT TO SPECIFIED DRY DENSITY.

E. PLACE BACKFILL AND FILL MATERIALS IN LAYERS NOT MORE THAN 8" IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HEAVY COMPACTION EQUIPMENT, AND NOT MORE THAN 4" IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HAND-OPERATED TAMPERS.

F. COMPACT THE SOIL TO NOT LESS THAN THE FOLLOWING PERCENTAGES OF MAXIMUM DRY DENSITY ACCORDING TO ASTM D 698, STANDARD PROCTOR TEST. FILL MAY NOT BE PLACED ON FROZEN GROUND AND NO FROZEN MATERIALS MAY BE USED FOR BACK FILL. APPLY THE MORE STRINGENT REQUIREMENTS WHEN COMPARING BETWEEN THE FOLLOWING AND THE GEOTECHNICAL REPORT.
   1. UNDER FOUNDATIONS - SUBGRADE, AND EACH LAYER OF BACKFILL OR FILL MATERIAL TO NOT LESS THAN 98 PERCENT.
   2. UNDER INTERIOR SLAB-ON-GRADE WHERE GROUNDWATER IS MORE THAN 3 FEET BELOW THE SLAB - PLACE A DRAINAGE COURSE LAYER OF 3/4" CRUSHED STONE, WITH 5% TO 12% FINES, PER THICKNESS INDICATED ON FOUNDATION PLANS ON PREPARED SUBGRADE. COMPACT THE SUBGRADE AND DRAINAGE COURSE TO NOT LESS THAN 95 PERCENT.
   3. UNDER INTERIOR SLAB-ON-GRADE WHERE GROUNDWATER IS WITHIN 3 FEET OF THE SLAB SURFACE- PLACE A DRAINAGE COURSE LAYER OF CLEAN 3/4" CRUSHED STONE, WITH NO MORE THAN 5% FINES, PER THICKNESS INDICATED ON FOUNDATION PLANS ON PREPARED SUBGRADE. COMPACT THE SUBGRADE AND DRAINAGE COURSE TO NOT LESS THAN 95 PERCENT.
   4. UNDER EXTERIOR CONCRETE AND ASPHALT PAVEMENTS - COMPACT THE SUBGRADE AND EACH LAYER OF BACKFILL OR FILL MATERIAL TO NOT LESS THAN 95 PERCENT.
   5. UNDER WALKWAYS - COMPACT SUBGRADE AND EACH LAYER OF BACKFILL OR FILL MATERIAL TO NOT LESS THAN 95 PERCENT.
   6. UNDER LAWN OR UNPAVED AREAS - COMPACT SUBGRADE AND EACH LAYER OF BACKFILL OR FILL MATERIAL, TO NOT LESS THAN 85 PERCENT.

G. CONTRACTOR SHALL ENGAGE A QUALIFIED INDEPENDENT TESTING AND INSPECTING AGENCY TO PERFORM FIELD TESTS AND INSPECTIONS. CONTRACTOR SHALL PROVIDE DOCUMENTATION OF PASSING DENSITY TESTING AND PROOF-ROLLING TO ENGINEER UPON COMPLETION. IT IS SUGGESTED THAT THE GEOTECHNICAL FIRM USED TO PERFORM THE SUBSURFACE SOIL INVESTIGATION BE ENGAGED FOR THE FIELD QUALITY CONTROL TESTS. THE GEOTECHNICAL REPORT WAS PERFORMED BY TBD.

H. ALLOW THE TESTING AGENCY TO TEST AND INSPECT SUBGRADES AND EACH FILL OR BACKFILL LAYER. PROCEED WITH SUBSEQUENT EARTHWORK ONLY AFTER TEST RESULTS FOR PREVIOUSLY COMPLETED WORK COMPLY WITH REQUIREMENTS. PROVIDE ONE TEST FOR EVERY 2000 SQUARE FEET OF PAVED AREA OR BUILDING SLAB, ONE TEST FOR EACH SPREAD FOOTING, AND ONE TEST FOR EVERY 50 LINEAR FEET OF WALL STRIP FOOTING.

I. WHEN THE TESTING AGENCY REPORTS THAT SUBGRADES, FILLS, OR BACKFILLS HAVE NOT ACHIEVED DEGREE OF COMPACTION SPECIFIED, SCARIFY AND MOISTEN OR AERATE, OR REMOVE AND REPLACE SOIL TO DEPTH REQUIRED; RECOMPACT AND RETEST UNTIL SPECIFIED COMPACTION IS OBTAINED.

J. THE BUILDING SITE SHALL BE GRADED TO PROVIDE DRAINAGE AWAY FROM THE BUILDING AS INDICATED ON THE PLANS. SITE EARTHWORK SHALL BE GRADED TO WITHIN 0.10' OF REQUIRED EARTHWORK ELEVATIONS ASSUMING POSITIVE DRAINAGE IS MAINTAINED IN ACCORDANCE WITH THE GRADING PLAN.

31 30 00 EROSION CONTROL/STORMWATER MANAGEMENT

A. THE DESIGN ENGINEER SHALL PREPARE A SITE SPECIFIC EROSION CONTROL AND A STORMWATER MANAGEMENT PLAN PURSUANT TO NR 216.46 AND NR 216.47. THE DESIGN ENGINEER SHALL ALSO FILE A CONSTRUCTION NOTICE OF INTENT WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES PURSUANT TO NR 216.43 OR TO AN AUTHORIZED LOCAL PROGRAM PURSUANT TO NR 216.415 TO OBTAIN COVERAGE UNDER THE GENERAL WPDES STORM WATER PERMIT.

B. THE CONTRACTOR SHALL KEEP THE NOTICE OF INTENT PERMIT, APPROVED EROSION CONTROL AND STORMWATER MANAGEMENT PLANS, AND PLAN AMENDMENTS ON THE CONSTRUCTION SITE AT ALL TIMES PURSUANT TO NR 216.455 UNTIL PERMIT COVERAGE IS TERMINATED.

C. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL LOCAL EROSION CONTROL PERMITS.

D. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING THE MONITORING, MAINTENANCE, AND REPORTING REQUIREMENTS OF NR 216.48. INSPECTIONS OF IMPLEMENTED EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES MUST AT A MINIMUM BE INSPECTED EVERY 7 DAYS AND WITHIN 24 HOURS AFTER A PRECIPITATION EVENT OF 0.5" OR MORE. A PRECIPITATION EVENT MAY BE CONSIDERED TO BE THE TOTAL AMOUNT OF PRECIPITATION RECORDED IN ANY CONTINUOUS 24-HOUR PERIOD. THE CONTRACTOR SHALL REPAIR OR REPLACE EROSION AND SEDIMENT CONTROL AS NECESSARY WITHIN 24 HOURS OF AN INSPECTION OR AFTER A DEPARTMENT NOTIFICATION WHERE REPAIR OR REPLACEMENT IS REQUESTED.

E. THE CONTRACTOR SHALL MAINTAIN, AT THE CONSTRUCTION SITE OR AVAILABLE VIA AN INTERNET WEBSITE, WEEKLY WRITTEN REPORTS OF ALL INSPECTIONS CONDUCTED. WISCONSIN DNR CONSTRUCTION SITE INSPECTION REPORT FORM 3400-187 SHALL BE USED. WEEKLY INSPECTION REPORTS SHALL INCLUDE ALL OF THE FOLLOWING:
   1. THE DATE, TIME, AND LOCATION OF THE CONSTRUCTION SITE INSPECTION.
   2. THE NAME OF THE INDIVIDUAL WHO PERFORMED THE INSPECTION.
   3. AN ASSESSMENT OF THE CONDITION OF THE EROSION AND SEDIMENT CONTROLS.
   4. A DESCRIPTION OF ANY EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICE IMPLEMENTATION AND MAINTENANCE PERFORMED.
   5. A DESCRIPTION OF THE PRESENT PHASE OF LAND DISTURBING CONSTRUCTION ACTIVITY AT THE CONSTRUCTION SITE.

F. EROSION AND SEDIMENT CONTROL IMPLEMENTED DURING CONSTRUCTION SHALL STRICTLY COMPLY WITH THE GUIDELINES AND REQUIREMENTS SET FORTH IN WISCONSIN ADMINISTRATIVE CODE (W.A.C.) NR 151, THE STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES RUNOFF MANAGEMENT PERFORMANCE STANDARDS. TECHNICAL STANDARDS PUBLISHED BY THE WISCONSIN DNR SHALL BE UTILIZED TO IMPLEMENT THE REQUIRED PERFORMANCE STANDARDS. THE METHODS AND TYPES OF EROSION CONTROL WILL BE DEPENDENT ON THE LOCATION AND TYPE OF WORK INVOLVED. ALL SEDIMENT CONTROL MEASURES SHALL BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION, AND INSTALLED PRIOR TO ANY GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL. BELOW IS A LIST OF EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES TO ACHIEVE THE PERFORMANCE STANDARDS REQUIRED:
   1. SILT FENCE SHALL BE PLACED ON SITE AT LOCATIONS SHOWN ON THE EROSION CONTROL PLAN. SILT FENCE SHALL ALSO BE PROVIDED AROUND THE PERIMETER OF ALL SOIL STOCKPILES THAT WILL EXIST FOR MORE THAN 7 DAYS. FOLLOW PROCEDURES FOUND IN WISCONSIN DNR TECHNICAL STANDARD 1056 (CURRENT EDITION).
   2. DITCH CHECKS SHALL BE PROVIDED TO REDUCE THE VELOCITY OF WATER FLOWING IN DITCH BOTTOMS. PLACE AT LOCATIONS SHOWN ON THE EROSION CONTROL PLAN. FOLLOW PROCEDURES FOUND IN WISCONSIN DNR TECHNICAL STANDARD 1062 (CURRENT EDITION).
   3. STONE TRACKING PADS AND TRACKOUT CONTROL PRACTICES SHALL BE PLACED AT ALL CONSTRUCTION SITE ENTRANCES AND SHALL BE INSTALLED PRIOR TO ANY TRAFFIC LEAVING THE CONSTRUCTION SITE. SEE THE EROSION CONTROL PLAN FOR LOCATIONS. THE AGGREGATE USED FOR THE STONE TRACKING PAD SHALL BE 3/8" TO 3 INCH CLEAN OR WASHED STONE AND SHALL BE PLACED IN A LAYER AT LEAST 12 INCHES THICK. THE STONE SHALL BE UNDERLAIN WITH A WISDOT TYPE R GEOTEXTILE FABRIC AS NEEDED. THE TRACKING PAD SHALL BE THE FULL WIDTH OF THE EGRESS POINT BUT NOT LESS THAN 30' MIN WIDTH AND SHALL BE A MINIMUM OF 50 FEET LONG. SURFACE WATER MUST BE PREVENTED FROM PASSING THROUGH THE TRACKING PAD. OTHER TRACKOUT CONTROL PRACTICES INCLUDING STABILIZED WORK SURFACES, MANUFACTURED TRACKOUT CONTROL DEVICES, TIRE WASHING, AND STREET/PAVEMENT CLEANING SHALL BE IMPLEMENTED AS NECESSARY TO MITIGATE THE TRACKOUT OF SEDIMENT OFFSITE. FOLLOW PROCEDURES FOUND IN WISCONSIN DNR TECHNICAL STANDARD 1057 (CURRENT EDITION).
   4. STORM DRAIN INLET PROTECTION SHALL BE PROVIDED FOR ALL NEW AND DOWNSTREAM STORM CATCH BASINS AND CURB INLETS. TYPE B OR C PROTECTION SHALL BE PROVIDED AND SHALL BE IN CONFORMANCE WITH WISCONSIN DNR TECHNICAL STANDARD 1060 (CURRENT EDITION).
   5. DUST CONTROL MEASURES SHALL BE PROVIDED TO REDUCE OR PREVENT THE SURFACE AND AIR TRANSPORT OF DUST DURING CONSTRUCTION. CONTROL MEASURES INCLUDE APPLYING MULCH AND ESTABLISHING VEGETATION, WATER SPRAYING, SURFACE ROUGHENING, APPLYING POLYMERS, SPRAY-ON TACKIFIERS, CHLORIDES, AND BARRIERS. SOME SITES MAY REQUIRE AN APPROACH THAT UTILIZES A COMBINATION OF MEASURES FOR DUST CONTROL. FOLLOW PROCEDURES FOUND IN WISCONSIN DNR TECHNICAL STANDARD 1068 (CURRENT EDITION).
   6. THE USE, STORAGE AND DISPOSAL OF CHEMICALS, CEMENT, AND COMPOUNDS AND MATERIALS USED ON SITE SHALL BE MANAGED DURING THE CONSTRUCTION PERIOD TO PREVENT THEIR TRANSPORT BY RUNOFF INTO WATERS OF THE STATE.
   7. CONTRACTOR SHALL PROVIDE AN OPEN AGGREGATE CONCRETE TRUCK WASHOUT AREA ON SITE. CONTRACTOR TO ENSURE THAT CONCRETE WASHOUT SHALL BE CONTAINED TO THIS DESIGNATED AREA AND NOT BE ALLOWED TO RUN INTO STORM INLETS OR INTO THE OVERLAND STORMWATER DRAINAGE SYSTEM. WASHOUT AREA SHALL BE REMOVED UPON COMPLETION OF CONSTRUCTION.
   8. CONTRACTOR SHALL PROVIDE SEDIMENT CONTROL PRACTICES TO PREVENT SEDIMENT TRACKING ONTO PUBLIC RIGHTS-OF-WAY. TRACKING OR DISTURBING ACTIVITIES WILL NOT BE PERFORMED FOR A PERIOD GREATER THAN 14 DAYS AND REQUIRES VEGETATIVE COVER FOR LESS THAN ONE YEAR. THIS TEMPORARY SITE RESTORATION REQUIREMENT ALSO APPLIES TO SOIL STOCKPILES THAT EXIST FOR MORE THAN 7 DAYS. PERMANENT RESTORATION APPLIES TO AREAS WHERE PERENNIAL VEGETATIVE COVER IS NEEDED TO PERMANENTLY STABILIZE AREAS OF EXPOSED SOIL. PERMANENT STABILIZATION SHALL OCCUR WITHIN 3 WORKING DAYS OF FINAL GRADING. TOPSOIL, SEED, AND MULCH SHALL BE IN GENERAL CONFORMANCE WITH TECHNICAL STANDARDS 1058 AND 1059 AND SHALL MEET THE SPECIFICATIONS FOUND IN THE LANDSCAPING AND SITE STABILIZATION SECTION OF THIS CONSTRUCTION DOCUMENT. ANY SOIL EROSION THAT OCCURS AFTER FINAL GRADING AND/OR FINAL STABILIZATION MUST BE REPAIRED AND THE STABILIZATION WORK REDONE.

H. IF SITE DEWATERING IS REQUIRED FOR PROPOSED CONSTRUCTION ACTIVITIES, ALL SEDIMENT LADEN WATER GENERATED DURING THE DEWATERING PROCESS SHALL BE TREATED TO REMOVE SEDIMENT PRIOR TO DISCHARGING OFF-SITE OR TO WATERS OF THE STATE. FOLLOW ALL PROCEDURES FOUND IN TECHNICAL STANDARD 1061.

I. ALL OFF-SITE SEDIMENT DEPOSITS OCCURRING AS A RESULT OF CONSTRUCTION WORK OR A STORM EVENT SHALL BE CLEANED UP BY THE END OF EACH WORKING DAY. DUST CONTROL REQUIREMENTS SHALL BE FOLLOWED PER WI DNR TECHNICAL STANDARD 1068 (CURRENT EDITION). FLUSHING SHALL NOT BE ALLOWED.

G. EROSION CONTROL MEASURES SHALL NOT BE REMOVED UNTIL THE AREA(S) SERVED HAVE ESTABLISHED VEGETATIVE COVER.

H. ONCE THE CONSTRUCTION SITE HAS HAS BEEN FULLY STABILIZED AND TEMPORARY EROSION CONTROL BEST MANAGEMENT PRACTICES HAVE BEEN REMOVED, THE CONTRACTOR SHALL FILE A CONSTRUCTION NOTICE OF TERMINATION WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES IN ACCORDANCE WITH NR 216.55.

I. AT THE COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL GIVE THE OWNER COPIES OF THE EROSION CONTROL AND STORM WATER MANAGEMENT PLANS, AMENDMENTS TO PLANS, SUPPORTING PLAN DATA, AND CONSTRUCTION SITE EROSION CONTROL INSPECTION REPORTS. THE OWNER SHALL RETAIN THESE FOR A PERIOD OF 3 YEARS FROM THE DATE OF TERMINATING COVERAGE UNDER WPDES GENERAL PERMIT.

J. ALL POST CONSTRUCTION STORMWATER MANAGEMENT BEST MANAGEMENT PRACTICES SHALL BE CONSTRUCTED BEFORE THE SITE HAS UNDERGONE FINAL STABILIZATION.

DIVISION 32 EXTERIOR IMPROVEMENTS

32 10 00 GRAVEL AREAS

A. CONTRACTOR TO PROVIDE COMPACTED GRAVEL WHERE INDICATED ON THE PLANS. ALL AGGREGATE PROVIDED MUST COMPLY WITH SECTION 305 OF THE WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION. CONTRACTOR TO PROVIDE AGGREGATE TYPES AND DEPTHS AS INDICATED BELOW:
   4" OF 3/4" CRUSHED AGGREGATE
   8" OF 3" CRUSHED AGGREGATE

B. CONTRACTOR TO COMPACT THE AGGREGATE TO AN AVERAGE DENSITY PER WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION. ALL GRAVEL AREAS SHALL BE GRADED TO WITHIN 0.10' OF DESIGN SURFACE GRADES WITH POSITIVE DRAINAGE BEING MAINTAINED IN ACCORDANCE WITH DESIGN PLANS. A MINIMUM OF 1% SLOPE SHALL BE MAINTAINED IN ALL GRAVEL AREAS.

32 30 00 LANDSCAPING AND SITE STABILIZATION

A. TOPSOIL: CONTRACTOR TO PROVIDE A MINIMUM OF 6" OF TOPSOIL FOR ALL DISTURBED OPEN AREAS. REUSE SURFACE SOIL STOCKPILED ON SITE AND SUPPLEMENT WITH IMPORTED OR MANUFACTURED TOPSOIL FROM OFF SITE SOURCES WHEN QUANTITIES ARE INSUFFICIENT. EXCAVATOR SHALL BE RESPONSIBLE FOR ROUGH PLACEMENT OF TOPSOIL TO WITHIN 1" OF FINAL GRADE PRIOR TO LANDSCAPER FINAL GRADING. LANDSCAPER TO PROVIDE PULVERIZING AND FINAL GRADING OF TOPSOIL. PROVIDE SOIL ANALYSIS BY A QUALIFIED SOIL TESTING LABORATORY AS REQUIRED TO VERIFY THE SUITABILITY OF SOIL TO BE USED AS TOPSOIL AND TO DETERMINE THE NECESSARY SOIL AMENDMENTS. TEST SOIL FOR PRESENCE OF ATRAZINE AND INFORM EXCEL ENGINEERING, INC. IF PRESENT PRIOR TO BEDDING PROJECT. TOPSOIL SHALL HAVE A PH RANGE OF 5.5 TO 8. CONTAIN A MINIMUM OF 5 PERCENT ORGANIC MATERIAL CONTENT, AND SHALL BE FREE OF STONES 1 INCH OR LARGER IN DIAMETER. ALL MATERIALS HARMFUL TO PLANT GROWTH SHALL ALSO BE REMOVED.
   TOPSOIL INSTALLATION: LOOSEN SUBGRADE TO A MINIMUM DEPTH OF 6 INCHES AND REMOVE STONES LARGER THAN 1" IN DIAMETER. ALSO REMOVE ANY STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEOUS MATTER AND DISPOSE OF THEM OFF THE PROPERTY. SPREAD TOPSOIL TO A DEPTH OF 6" BUT NOT LESS THAN WHAT IS REQUIRED TO MEET FINISHED GRADES AFTER LIGHT ROLLING AND NATURAL SETTLEMENT. DO NOT SPREAD TOPSOIL IF SUBGRADE IS FROZEN, MUDDY, OR EXCESSIVELY WET. GRADE PLANTING AREAS TO A SMOOTH, UNIFORM SURFACE PLANE WITH LOOSE, UNIFORMLY FINE TEXTURE. GRADE TO WITHIN 0.05 FEET OF FINISHED GRADE ELEVATION.

B. SEEDED LAWNS:
   1. PERMANENT LAWN AREAS SHALL BE SEEDED WITH THE FOLLOWING MIXTURE: 65% KENTUCKY BLUEGRASS BLEND (2.0-2.6 LBS./1,000 S.F.); 20% PERENNIAL RYEGRASS (0.6-0.8 LBS./1,000 S.F.); 15% FINE FESCUE (0.4-0.6 LBS/1,000 S.F.). STRAW AND MULCH SHALL BE LAID AT 100LBS/1,000 S.F. FERTILIZE AS PER SOIL TEST OR APPLY 5-10-10 OR EQUIVALENT AT 5-6 LBS/1,000 S.F. SEE EROSION MATTING SPECIFICATIONS AS REQUIRED. ALL SITE DISTURBED AREAS NOT DESIGNATED FOR OTHER LANDSCAPING AND SITE STABILIZATION METHODS SHALL BE SEEDED AS PERMANENT LAWN. NO BARE TOPSOIL SHALL BE LEFT ONSITE. FOLLOW PROCEDURES FOUND IN WDNR TECHNICAL STANDARDS 1058 & 1059.
   2. ALL PERMANENT AND TEMPORARY STORM WATER CONVEYANCE SWALE BOTTOMS AND SIDE SLOPES AS WELL AS STORMWATER MANAGEMENT BASIN BOTTOMS AND SIDE SLOPES SHALL BE SEEDED WITH THE FOLLOWING MIXTURE: 45% KENTUCKY BLUEGRASS (0.60 LBS./1000 S.F.), 40% CREEPING RED FESCUE (0.50 LBS./1,000 S.F.), AND 15% PERENNIAL RYEGRASS (0.20 LBS./1,000 S.F.). FERTILIZE AS PER SOIL TEST OR APPLY 5-10-10 OR EQUIVALENT AT 5-6 LBS./1,000 S.F. SEE EROSION MATTING SPECIFICATIONS AS REQUIRED. FOLLOW PROCEDURES FOUND IN WDNR TECHNICAL STANDARDS 1058 & 1059.
   3. ALL TEMPORARY SEEDING SHALL CONSIST OF THE FOLLOWING MIXTURE: 100% RYEGRASS AT 1.9 LBS./1,000 S.F. STRAW AND MULCH SHALL BE LAID AT 100 LBS./1,000 S.F. FERTILIZE AS PER SOIL TEST OR APPLY 5-10-10 OR EQUIVALENT AT 5-6 LBS./1,000 S.F. SEE EROSION MATTING SPECIFICATIONS AS REQUIRED. FOLLOW PROCEDURES FOUND IN WDNR TECHNICAL STANDARDS 1058 & 1059.

C. SEEDED LAWN MAINTENANCE. CONTRACTOR TO PROVIDE MAINTENANCE OF ALL LANDSCAPING FOR A PERIOD OF 90 DAYS FROM THE DATE OF INSTALLATION. AT THE END OF THE MAINTENANCE PERIOD, A HEALTHY, UNIFORM, CLOSE STAND OF GRASS SHOULD BE ESTABLISHED FREE OF WEEDS AND SURFACE IRREGULARITIES. LAWN COVERAGE SHOULD EXCEED 90% AND BARE SPOTS SHOULD NOT EXCEED 5"X5". CONTRACTOR SHOULD RESTABILISH LAWNS THAT DO NOT COMPLY WITH THESE REQUIREMENTS UNTIL LAWNS ARE SATISFACTORY.

D. EROSION MATTING:
   1. CONTRACTOR TO PROVIDE EROSION CONTROL MATTING (NORTH AMERICAN GREEN S150) OR EQUIVALENT ON ALL SLOPES THAT ARE 4:1 AND GREATER OUTSIDE OF STORMWATER CONVEYANCE SWALES AND STORMWATER MANAGEMENT BASINS. LAWN SEED SHALL BE PLACED BELOW MATTING IN ACCORDANCE WITH SEEDING REQUIREMENTS AND MANUFACTURER SPECIFICATIONS.
   2. CONTRACTOR TO PROVIDE EROSION MATTING (NORTH AMERICAN GREEN C125) OR EQUIVALENT IN ALL SWALE BOTTOMS AND SIDE SLOPES AS WELL AS STORMWATER MANAGEMENT BASIN BOTTOMS AND SIDE SLOPES AS REQUIRED. LAWN SEED SHALL BE PLACED BELOW MATTING IN ACCORDANCE WITH SEEDING REQUIREMENTS AND MANUFACTURER SPECIFICATIONS.

E. RIP RAP: ALL RIP RAP ASSOCIATED WITH STORMWATER MANAGEMENT AND STORMWATER CONVEYANCE, AS DELINEATED ON THE PLANS, SHALL BE CONSTRUCTED WITH THE TOP OF RIP RAP MATCHING THE PROPOSED ADJACENT GRADE ELEVATIONS. PLACEMENT OF RIP RAP ABOVE THE PROPOSED ADJACENT GRADE ELEVATIONS IS NOT ACCEPTABLE. ALL RIP RAP SHALL BE PLACED ON TYPE HR FILTER FABRIC PER SECTION 645 OF THE WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURAL CONSTRUCTION.

DIVISION 33 UTILITIES

33 10 00 SITE UTILITIES

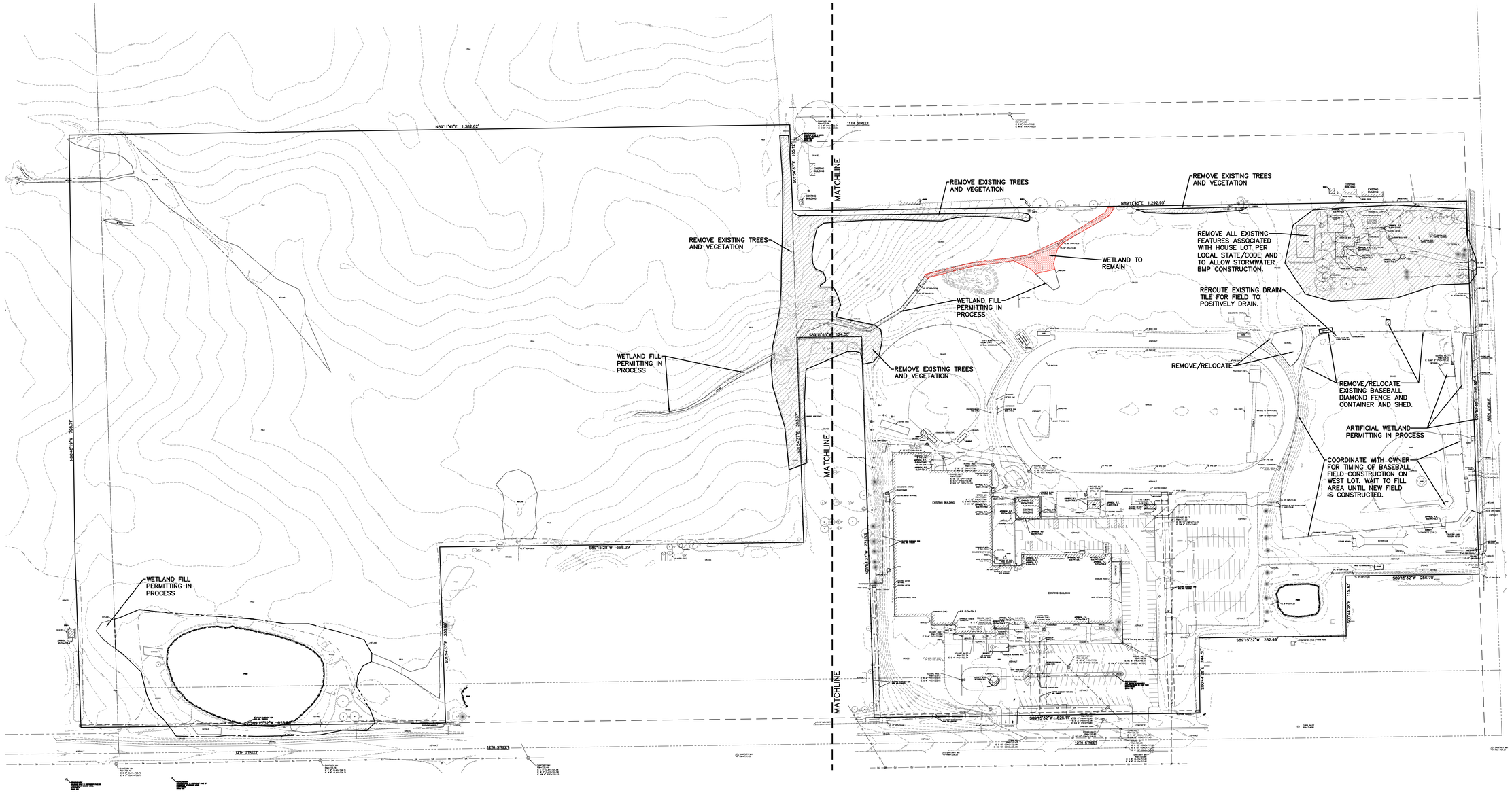
A. CONTRACTOR TO FIELD VERIFY ALL EXISTING UNDERGROUND UTILITIES ON SITE. CONTRACTOR TO VERIFY PIPE LOCATIONS, SIZES, AND DEPTHS AT POINT OF PROPOSED CONNECTIONS AND VERIFY PROPOSED UTILITY ROUTES ARE CLEAR (NO CODE) OF ALL EXISTING UTILITIES AND OTHER OBSTRUCTIONS PRIOR TO CONSTRUCTION. COSTS INCURRED FOR FAILURE TO DO SO SHALL BE THE CONTRACTORS RESPONSIBILITY.

B. ALL PROPOSED STORM PIPE SHALL BE IN ACCORDANCE WITH MATERIALS SPECIFIED IN TABLE A: ALLOWABLE PIPE MATERIAL SCHEDULE ON C0.1 OF THE PROPOSED PLANSET. ALL PROPOSED STORM PIPE BELOW BUILDINGS SHALL BE IN ACCORDANCE WITH MATERIALS SPECIFIED IN TABLE A: ALLOWABLE PIPE MATERIAL SCHEDULE ON C0.1 OF THE PROPOSED PLANSET. SEE UTILITY PLANS FOR ALL STORM PIPE MATERIAL TYPES TO BE USED. PIPE SHALL BE PLACED MIN. 8' HORIZONTALLY FROM FOUNDATION WALLS.

C. STORM PIPE INVERTS SHALL BE CONSTRUCTED WITHIN 0.10' OF DESIGN INVERT ELEVATIONS ASSUMING PIPE SLOPE AND SEPARATION IS MAINTAINED PER THE UTILITY DESIGN PLANS AND STATE REQUIREMENTS.

D. ALL UTILITIES SHALL BE INSTALLED WITH PLASTIC COATED TRACER WIRE (10 TO 14 GAUGE SOLID COPPER, OR COPPER COATED STEEL WIRE). PLASTIC WIRE MAY BE TAPED TO PLASTIC WATER OR SEWER PIPE. IF ATTACHED, THE TRACER WIRE SHALL BE SECURED EVERY 6 TO 20 FEET AND AT ALL BENDS. TRACER WIRE SHALL HAVE ACCESS POINTS AT LEAST EVERY 300 FEET. TRACER WIRE SHALL TERMINATE IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS AT GRADE OR IN TERMINATION BOX PER LOCAL/STATE REQUIREMENTS.

E. ALL UTILITIES SHALL BE IN



NORTH

1"= 80'

80' 0 80' 160'

SCALE FEET

CIVIL EXISTING SITE AND DEMOLITION PLAN

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PROJECT INFORMATION

PROPOSED MASTERPLAN FOR:

SHORELAND LUTHERAN HIGH SCHOOL

9026 12TH STREET • KENOSHA, WI 53144

PROFESSIONAL SEAL

PRELIMINARY DATES

JULY 20, 2022
MAR. 23, 2023
MAR. 31, 2023
APR. 19, 2023
NOV. 16, 2023
FEB. 23, 2024

NOT FOR CONSTRUCTION

JOB NUMBER

2187400

SHEET NUMBER

C1.0

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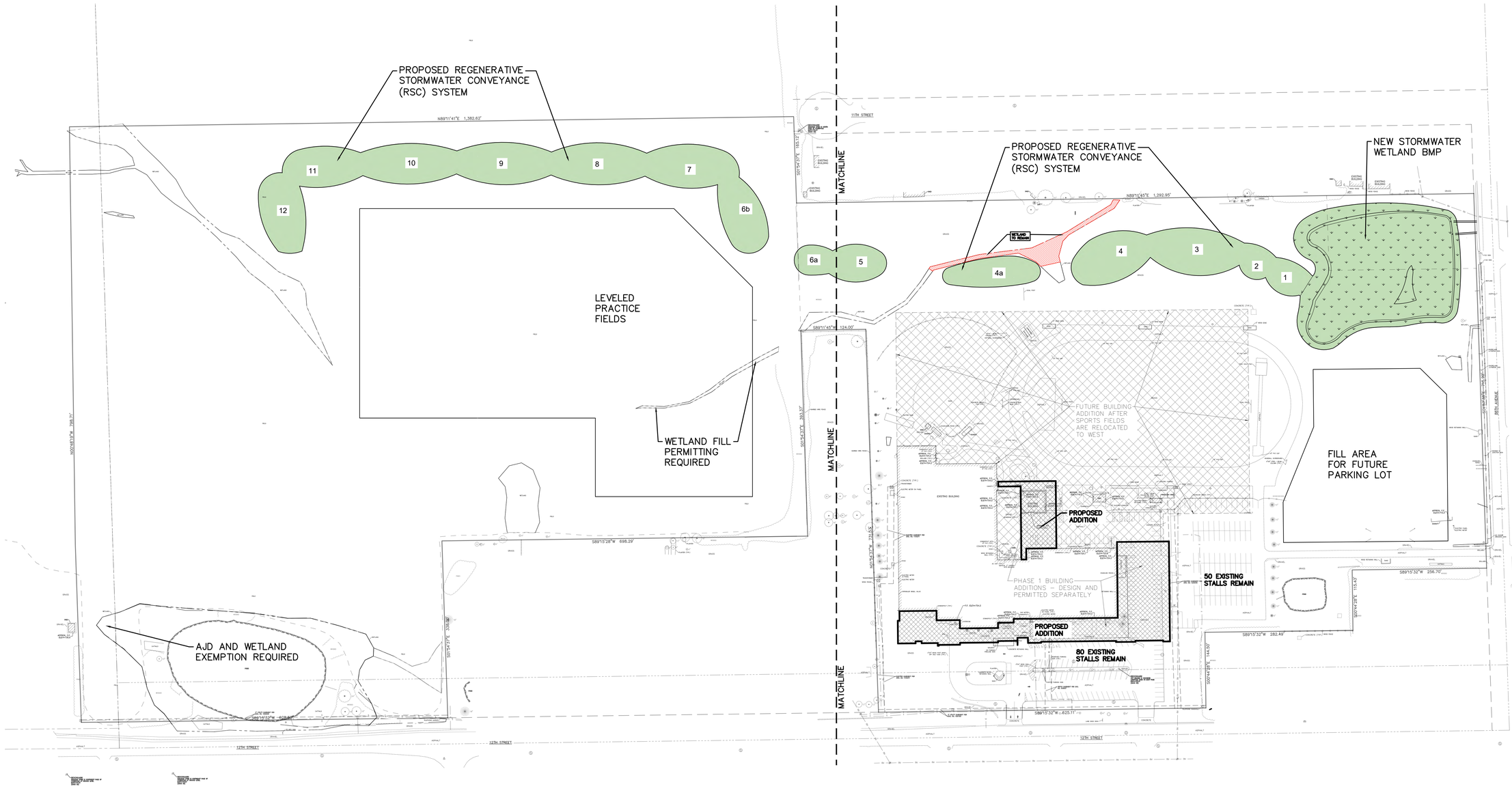

NORTH

1"= 80'

80' 0 80' 160'

SCALE FEET

SITE PLAN - OVERALL

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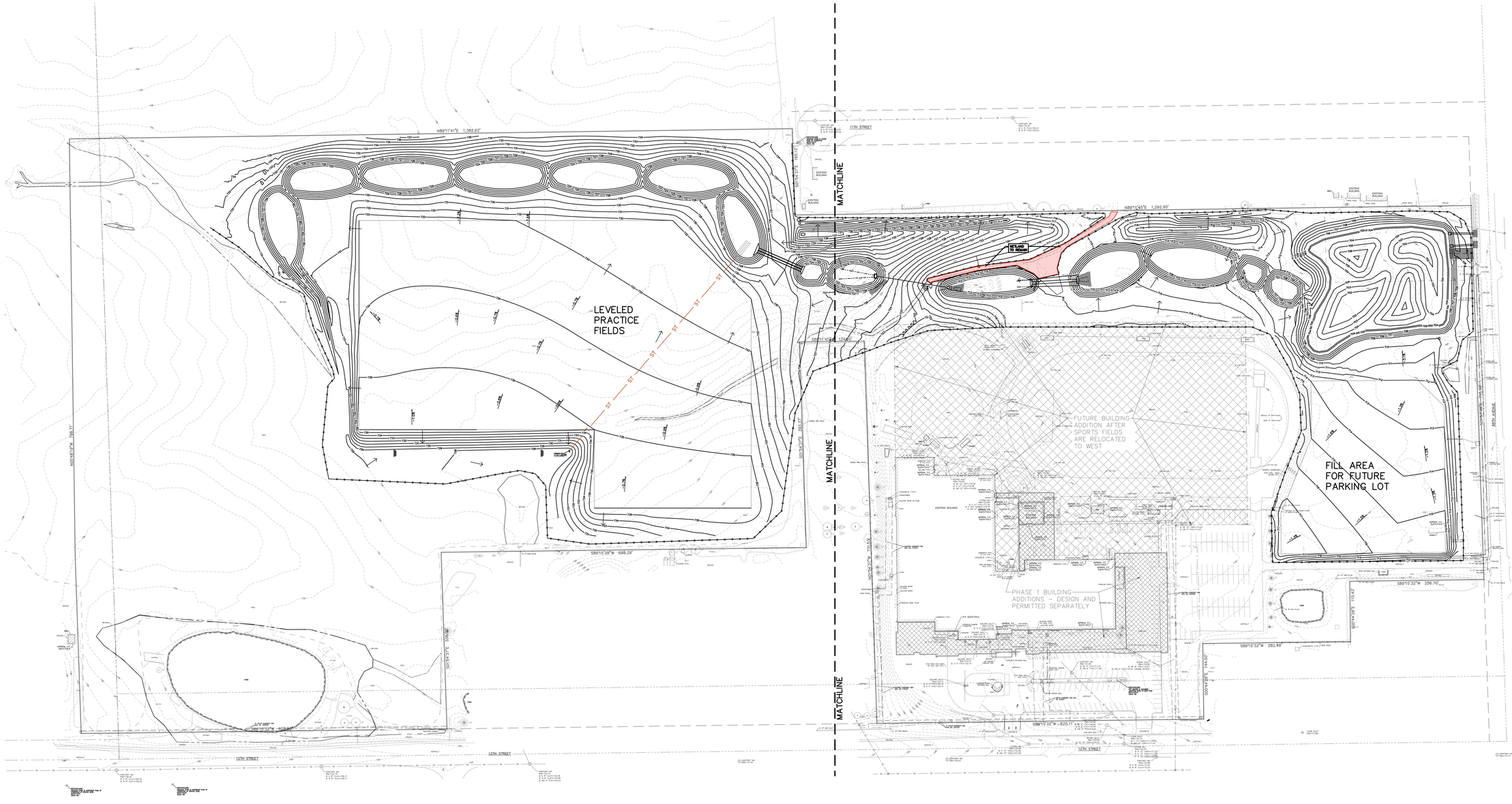

INLET PROTECTION NOTE:

IP

CONTRACTOR SHALL PROVIDE TEMPORARY INLET PROTECTION FOR ALL CURB INLETS & CATCH BASINS ONSITE & OFFSITE IMMEDIATELY DOWNSTREAM OF THE PROJECT SITE PER LOCAL CODE.

SPECIFICATION NOTE:
SEE SHEET C0.1 FOR PLAN SPECIFICATIONS AND REQUIREMENTS

STABILIZED CONSTRUCTION ENTRANCE NOTE:

CONTRACTOR SHALL PROVIDE STABILIZED CONSTRUCTION ENTRANCE AT CONSTRUCTION ENTRANCE FOR PROPOSED IMPROVEMENTS AS REQUIRED PER CODE.

NOTES:

1. HANDICAP STALL AND ACCESS AISLES SHALL NOT EXCEED A SLOPE OF 1.50% IN ANY DIRECTION. HANDICAP STALL & ACCESS AISLES SHALL CONFORM TO ADA REQUIREMENTS (CURRENT EDITION)
2. ALL SIDEWALKS SHALL NOT EXCEED A MAXIMUM CROSS SLOPE OF 1.50% AND RUNNING SLOPE OF 4.50% UNLESS OTHERWISE SPECIFIED.

CONCRETE WASHOUT NOTE:

CONTRACTOR SHALL PROVIDE CONCRETE WASHOUT AS REQUIRED PER CODE. FINAL LOCATION TBD BY CONTRACTOR.

NORTH 1"= 80' 80' 0 80' 160' SCALE FEET

CIVIL GRADING AND EROSION CONTROL PLAN - OVERALL

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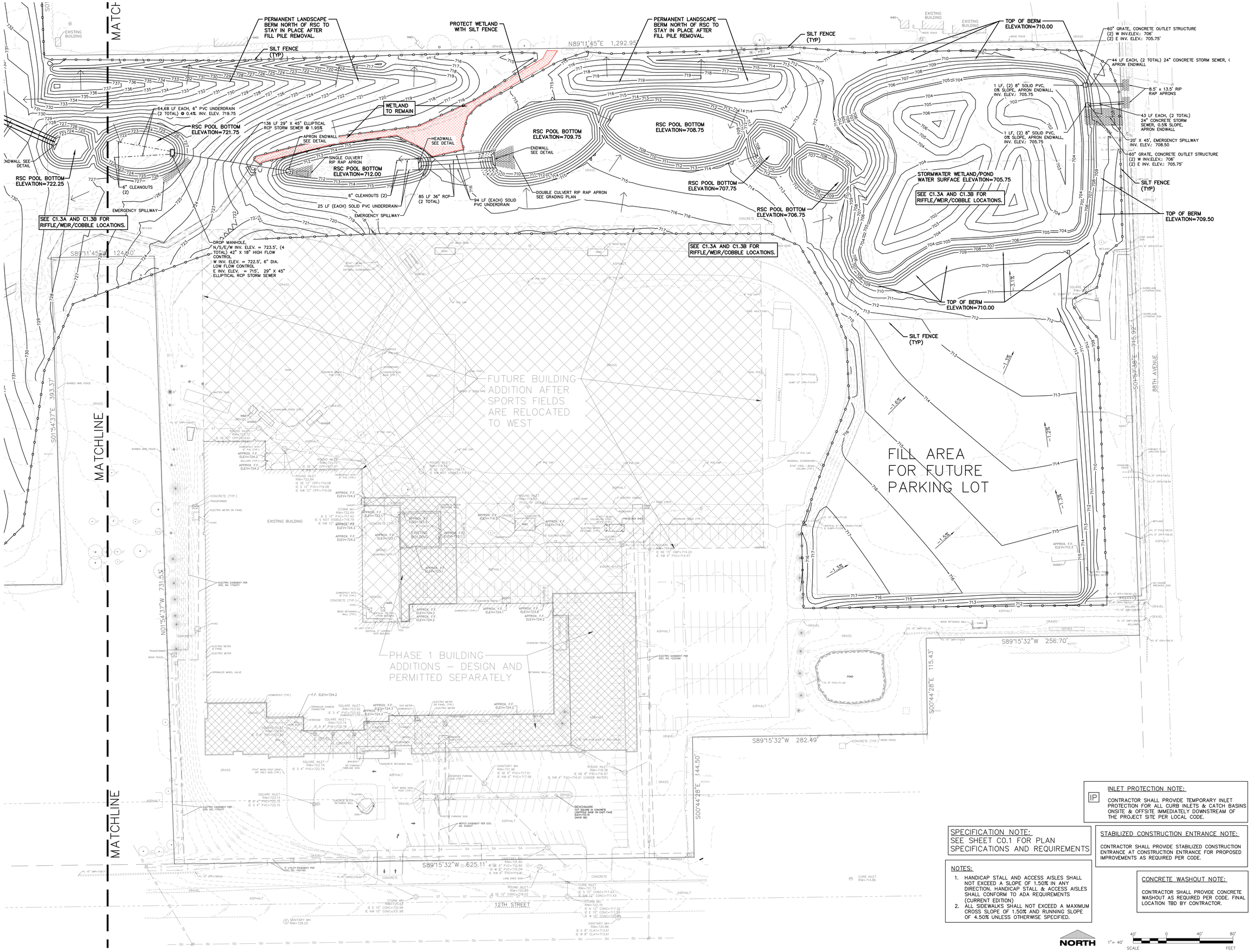

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SPECIFICATION NOTE:
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2. ALL SIDEWALKS SHALL NOT EXCEED A MAXIMUM CROSS SLOPE OF 1.50% AND RUNNING SLOPE OF 4.50% UNLESS OTHERWISE SPECIFIED.

CONCRETE WASHOUT NOTE:

CONTRACTOR SHALL PROVIDE CONCRETE WASHOUT AS REQUIRED PER CODE. FINAL LOCATION TBD BY CONTRACTOR.

NORTH

1" = 40'

40' 0 40' 80'
SCALE FEET

CIVIL GRADING AND EROSION CONTROL PLAN - EAST

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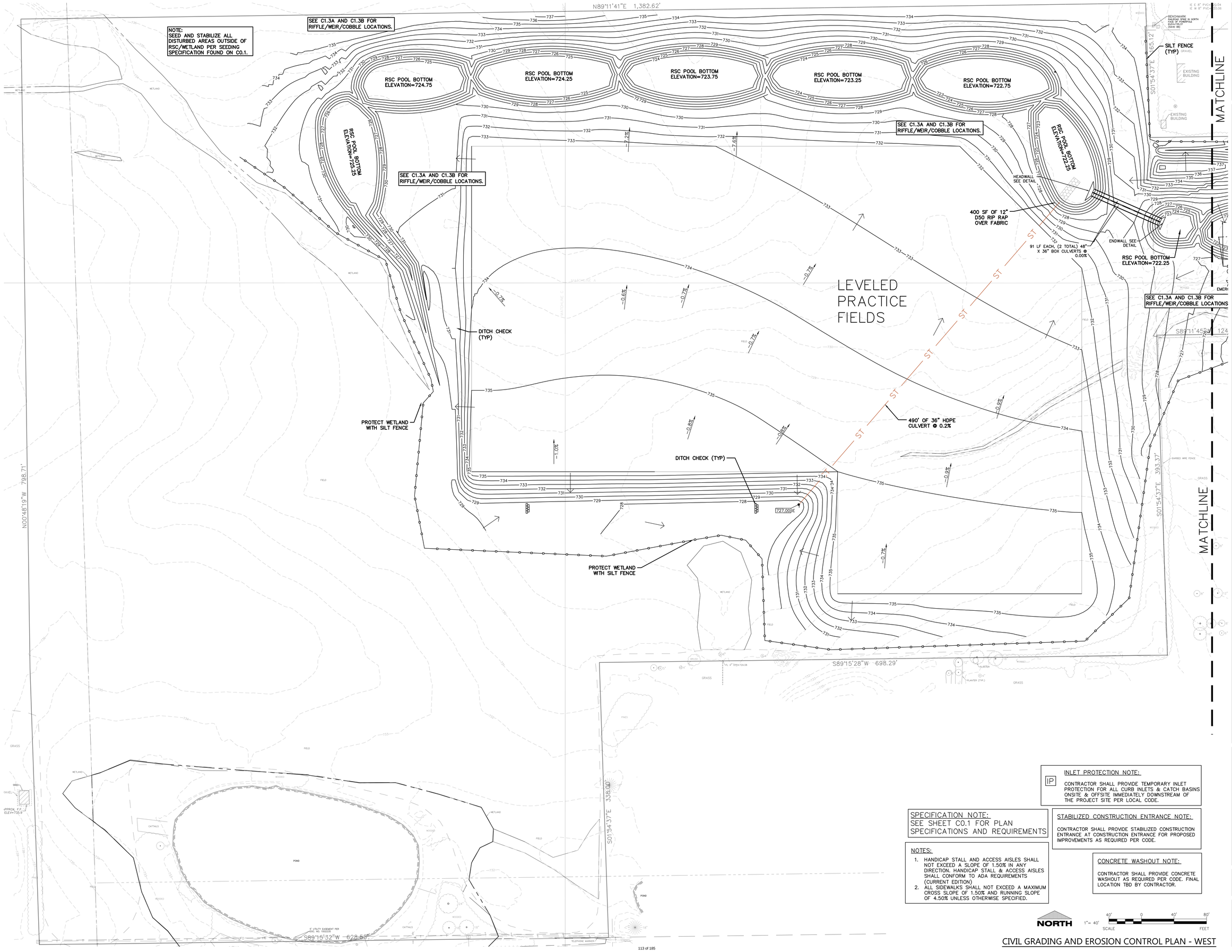

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NORTH

1"= 40'

40' 0 40' 80'
SCALE FEET

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PROFESSIONAL SEAL

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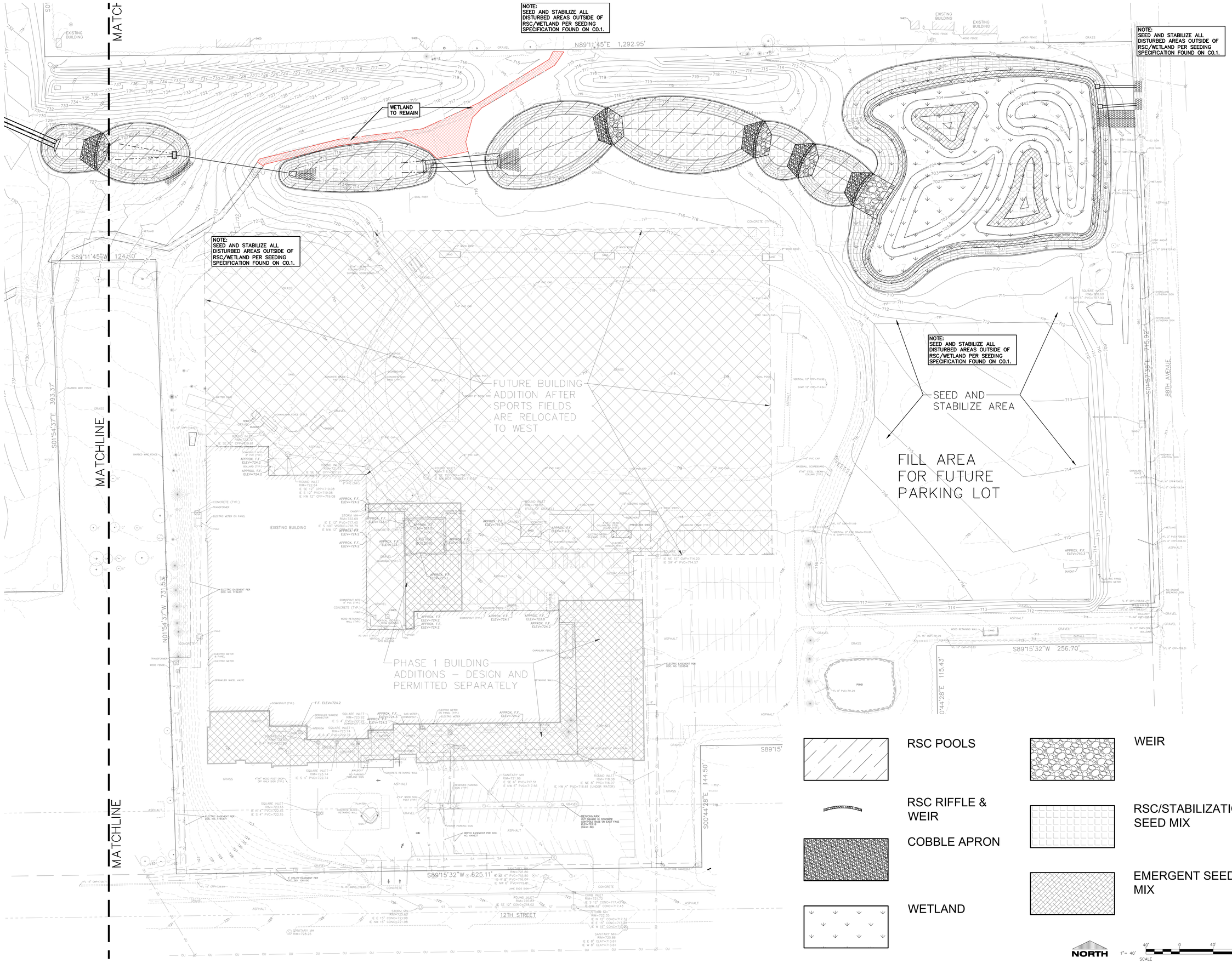

RSC POOLS

RSC RIFFLE & WEIR

COBBLE APRON

WETLAND

WEIR

RSC/STABILIZATION SEED MIX

EMERGENT SEED MIX

NORTH

1"= 40'

SCALE 40' 0 40' 80' FEET

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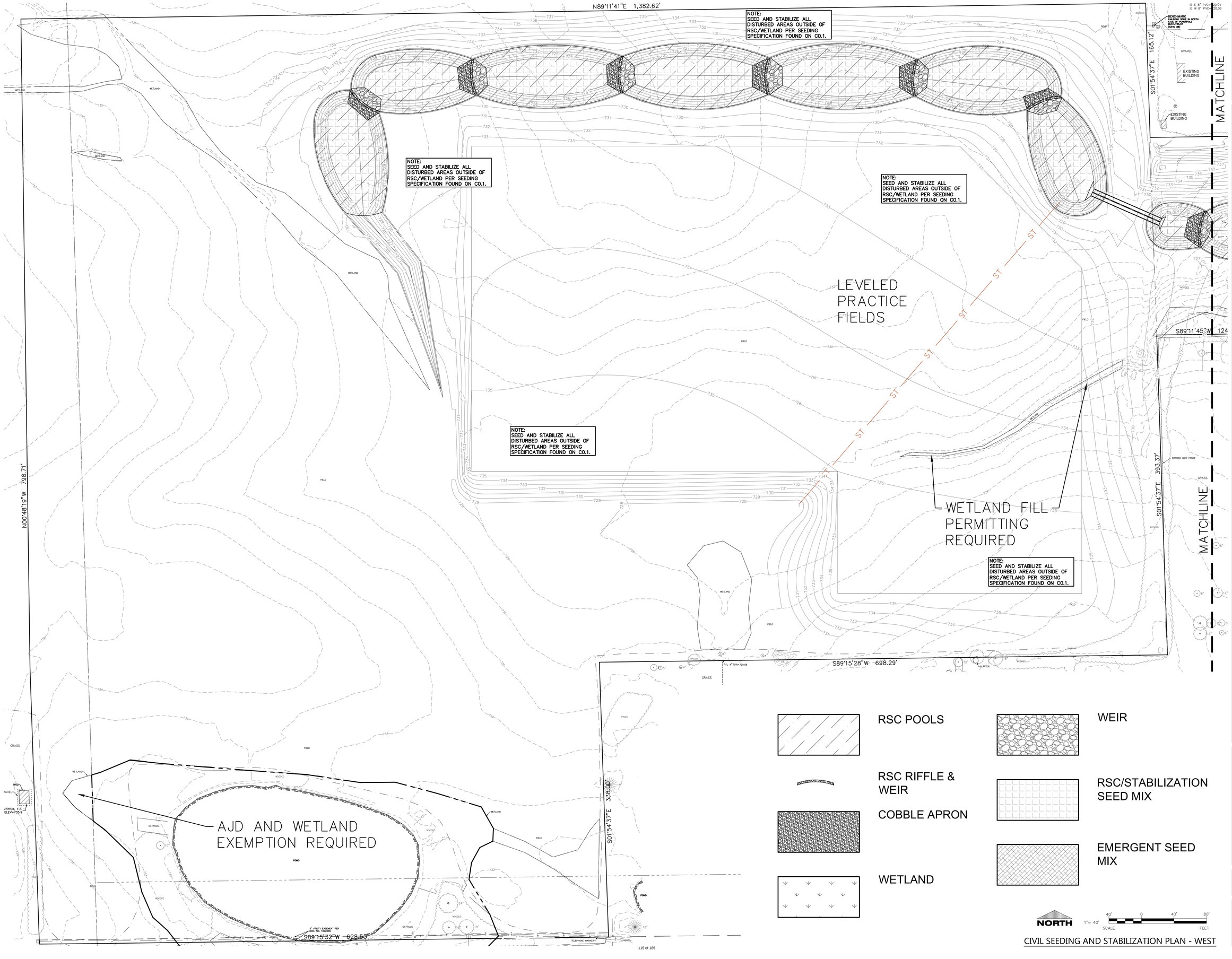

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www.EXCELENGINEER.com

PROJECT INFORMATION

PROPOSED MASTERPLAN FOR:

SHORELAND LUTHERAN HIGH SCHOOL

9026 12TH STREET • KENOSHA, WI 53144

PROFESSIONAL SEAL

PRELIMINARY DATES

FEB. 23, 2024

NOT FOR CONSTRUCTION

JOB NUMBER

2187400

SHEET NUMBER

C1.3B

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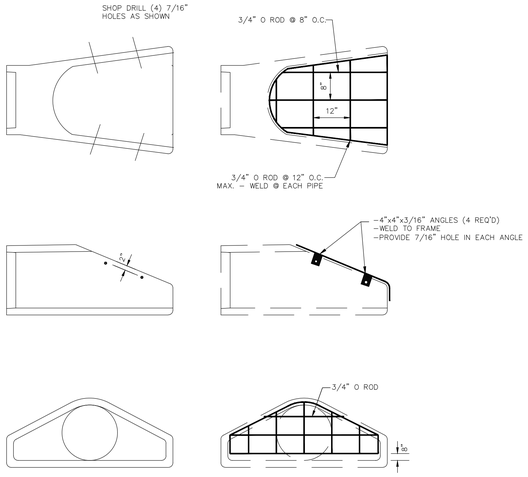
SPECIFICATION NOTE:
SEE SHEET C0.1 FOR PLAN
SPECIFICATIONS AND REQUIREMENTS



- THE CONTRACTOR SHALL BOLT THE GRATE TO THE CONCRETE END WALL WITH FOUR 3/8" x 6" MACHINE BOLTS WITH NUTS ON INSIDE WALL.
- APPLICABLE FOR PIPE SIZES 18" AND GREATER.

PAINTING SPECIFICATIONS:
THE PIPE GRATE SHALL RECEIVE THE FOLLOWING PREPARATION & PAINTING, SEE NOTES:
FIRST COAT– RUST–OLEUM X–60 RED BARE METAL PRIMER OR EQUAL.
SECOND COAT– RUST–OLEUM 960 ZINC CHROMATE PRIMER OR EQUAL.
THIRD COAT– RUST–OLEUM 1282 HIGH GLOSS & METALLIC FINISH OR EQUAL.

NOTES:
- BARE SURFACES – AFTER THROUGH SCRAPING, WIRE BRUSHING & CLEANING, APPLY THE THREE COAT SYSTEM LISTED.
- EACH COAT AN OVERALL COAT
- ALLOW 24–48 HOURS DRYING TIME BETWEEN COATS.

GRATE INSTALLATION DETAIL
NO SCALE

GENERAL NOTES

DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARD NO. 1053 (CHANNEL EROSION MAT).

VARIATIONS IN THE DIMENSIONS OR MATERIALS SHOWN HEREON SHALL BE PERMITTED IF THEY PROVIDE EQUIVALENT PROTECTION AND MATERIAL STRENGTH AND IF PRIOR APPROVAL OF THE ENGINEER IS OBTAINED.

LAP JOINTS SHALL NOT BE PLACED IN THE BOTTOM OF V–SHAPED DITCHES.

JUNCTION SLOTS ON ADJACENT STRIPS OF MATTING SHALL BE STAGGERED A MINIMUM OF 4 FEET APART.

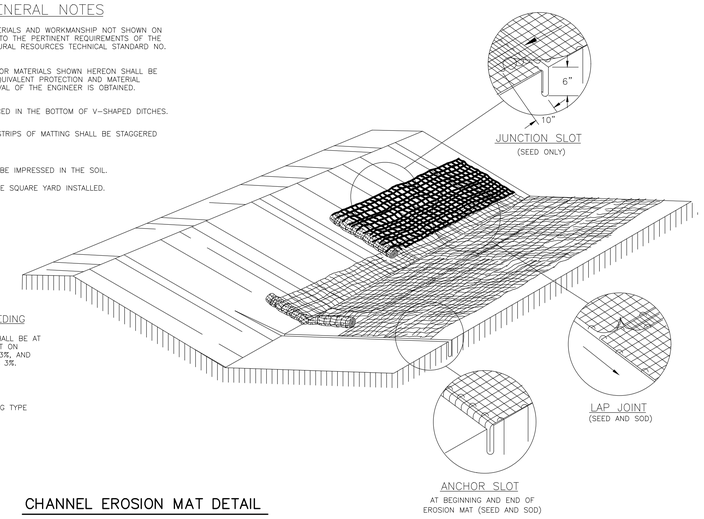
EDGES OF EROSION MAT SHALL BE IMPRESSED IN THE SOIL.

EROSION MAT SHALL PAID BY THE SQUARE YARD INSTALLED.

EROSION MAT OVER SEEDING

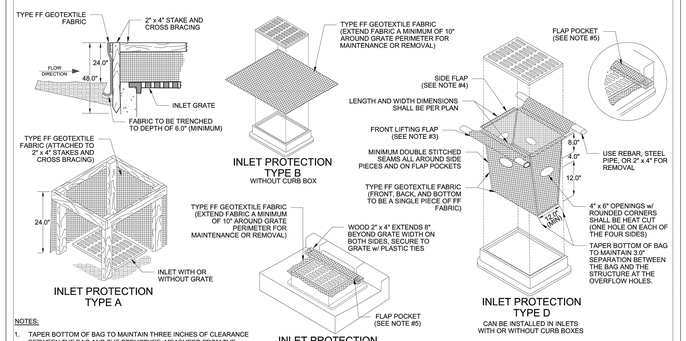
JUNCTION OR ANCHOR SLOTS SHALL BE AT MINIMUM INTERVALS OF 100 FEET ON GRADES UP TO AND INCLUDING 3%, AND 50 FEET ON GRADES EXCEEDING 3%.

NOTE:
SEE SPECIFICATIONS FOR MATTING TYPE



CHANNEL EROSION MAT DETAIL
NOT TO SCALE

FIGURE 1. INLET PROTECTION TYPES A, B, C AND D

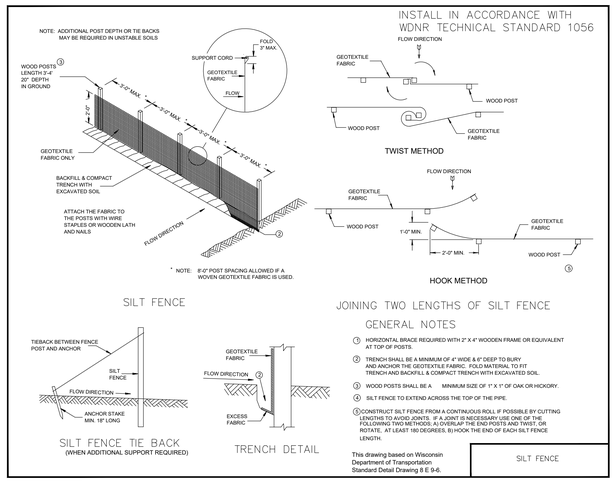


NOTES:
1. TAPER BOTTOM OF BAG TO MAINTAIN THREE INCHES OF CLEARANCE BETWEEN THE BAG AND THE STRUCTURE, MEASURED FROM THE BOTTOM OF THE OVERFLOW OPENINGS TO THE STRUCTURE WALL.
2. GEOTEXTILE FABRIC TYPE FF FOR FLAPS, TOP AND BOTTOM OF OUTSIDE OF FILTER BAG. FRONT, BACK, AND BOTTOM OF FILTER BAG BEING ONE PIECE.
3. FRONT LIFTING FLAP IS TO BE USED WHEN REMOVING AND MAINTAINING FILTER BAG.
4. SIDE FLAPS SHALL BE A MAXIMUM OF TWO INCHES LONG. FOLD THE FABRIC OVER AND REINFORCE WITH MULTIPLE STITCHES.
5. FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2" x 4". THE REBAR, STEEL PIPE, OR WOOD SHALL BE INSTALLED IN THE REAR FLAP AND SHALL NOT BLOCK THE TOP HALF OF THE CURB FACE OPENING.

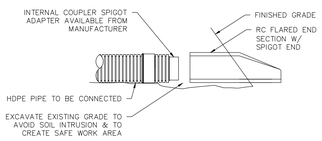
MAINTENANCE NOTES:
1. WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED IN THE FABRIC DOES NOT FALL INTO THE STRUCTURE. MATERIAL THAT HAS FALLEN INTO THE INLET SHALL BE IMMEDIATELY REMOVED.

WISCONSIN DEPT. OF NATURAL RESOURCES
1060
TECHNICAL STANDARD No.
08/2014
REVISION DATE
NOT TO SCALE

INLET PROTECTION DETAIL
NO SCALE

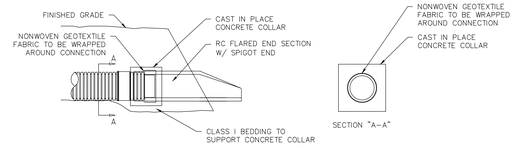


SILT FENCE – INSTALLATION DETAIL
NO SCALE

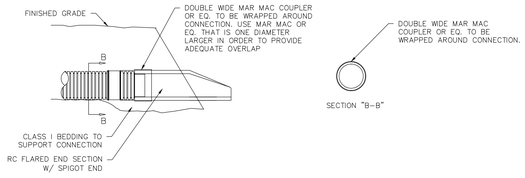


NOTES:
1. CONNECTION AND PIPE TO BE BACKFILLED PER ASTM D2321.
2. HDPE PIPE SYSTEMS CAN BE CONNECTED TO RC FLARED END SECTIONS USING THIS METHOD. CHANGE OF MATERIAL IN A PIPE RUN IS NOT ALLOWED. MATERIAL CHANGES ARE ONLY ALLOWED ONLY AT MANHOLES OR INLET STRUCTURES.
3. HDPE FLARED END SECTIONS ARE NOT ALLOWED.
4. NONWOVEN GEOTEXTILE FABRIC SHALL MEET LOCAL AND STATE REQUIREMENTS.
5. THE INTERNAL COUPLER SPIGOT ADAPTER IS AVAILABLE FROM THE HDPE PIPE MANUFACTURER
6. USE EITHER METHOD ONE OR METHOD TWO.

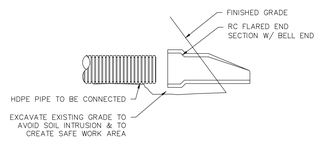
METHOD ONE



METHOD TWO



CONNECTION DETAIL FOR HDPE PIPE TO RC FLARED END SECTION SPIGOT END
NO SCALE



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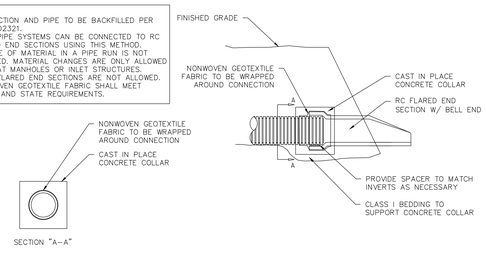
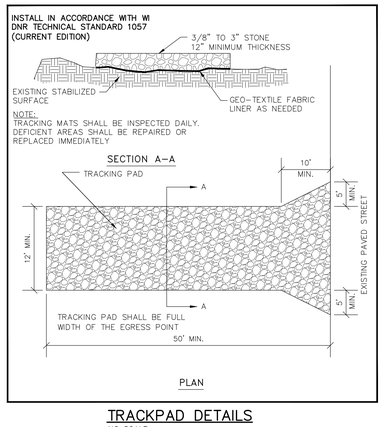


CONNECTION DETAIL FOR HDPE PIPE TO RC FLARED END SECTION BELL END
NO SCALE



TRACKPAD DETAILS
NO SCALE

CONSTRUCTION SEQUENCE	CONSTRUCTION START: SPRING 2024 CONSTRUCTION END: FALL 2024
PHASE	TYPE OF ACTION
1. PRE–CONSTRUCTION ACTION	1. CONTRACTOR TO CALL DIGGERS HOTLINE AT A MINIMUM OF 3 DAYS PRIOR TO CONSTRUCTION.
	2. CONTRACTOR TO MAKE SURE THE REGIONAL STORMWATER POND IS IN PLACE BEFORE CONSTRUCTION CAN BEGIN.
	3. PLACE ALL SILT FENCE.
	4. CONSTRUCT TRACKING STONE ENTRANCES AND ANY TEMPORARY CONSTRUCTION ROADWAYS AS NEEDED.
	5. CONSTRUCT PERMANENT RETENTION/DETENTION PONDS AND PERMANENT STORMWATER CONVEYANCE SYSTEMS.
	6. CONSTRUCT TEMPORARY SEDIMENT TRAPS, SEDIMENT BASINS, AND ANY TEMPORARY STORMWATER CONVEYANCE SYSTEMS AS NEEDED.
	7. STABILIZE ALL TEMPORARY AND PERMANENT EROSION CONTROL AND STORMWATER CONVEYANCE SYSTEMS BEFORE TOPSOIL CAN BE STRIPPED.
2. CONSTRUCTION ACTION	1. SITE DEMOLITION AS REQUIRED.
	2. STRIP AND RELOCATE TOPSOIL TO THE DESIGNATED TOPSOIL STOCKPILE. FINAL LOCATION BY CONTRACTOR (VERIFY W/ OWNER). PROVIDE PERIMETER SILT FENCE UNTIL STABILIZED.
	3. BEGIN MASS EARTH WORK FOR THE BUILDING PAD AND PAVEMENT AREAS.
	4. CONSTRUCT ANY REMAINING STORMWATER CONVEYANCE SYSTEMS, AND INSTALL ALL OTHER UTILITIES ON SITE.
	5. DIG AND POUR ALL BUILDING FOOTINGS.
	6. PLACE GRAVEL FOR ALL PROPOSED PAVEMENT AREAS, INCLUDING FIRE LANES.
	7. TOPSOIL, SEED, AND MULCH ALL DISTURBED AREAS OUTSIDE THE BUILDING AND PROPOSED PAVEMENT AREAS.
	8. CONSTRUCT BUILDING.
	9. PAVE DRIVEWAYS AND PARKING AREAS.
	10. TOPSOIL, SEED, AND MULCH ALL OTHER DISTURBED AREAS. PLACE EROSION MATTING AND RIP RAP.
3. POST CONSTRUCTION ACTION	1. CONTRACTOR TO REMOVE TEMPORARY EROSION CONTROL MEASURES UPON SITE STABILIZATION.
	2. SEE THE POST CONSTRUCTION MAINTENANCE PLAN FOR PERMANENT STORMWATER MANAGEMENT SYSTEMS.

CONTRACTOR TO FOLLOW THE EROSION CONTROL SPECIFICATIONS FOR CONSTRUCTION EROSION CONTROL INSPECTION AND MAINTENANCE.

CIVIL DETAILS

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PROFESSIONAL SEAL

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JULY 20, 2022
APR. 19, 2023
NOV. 16, 2023
JAN. 26, 2024

NOT FOR CONSTRUCTION

JOB NUMBER
2187400

SHEET NUMBER
C2.0

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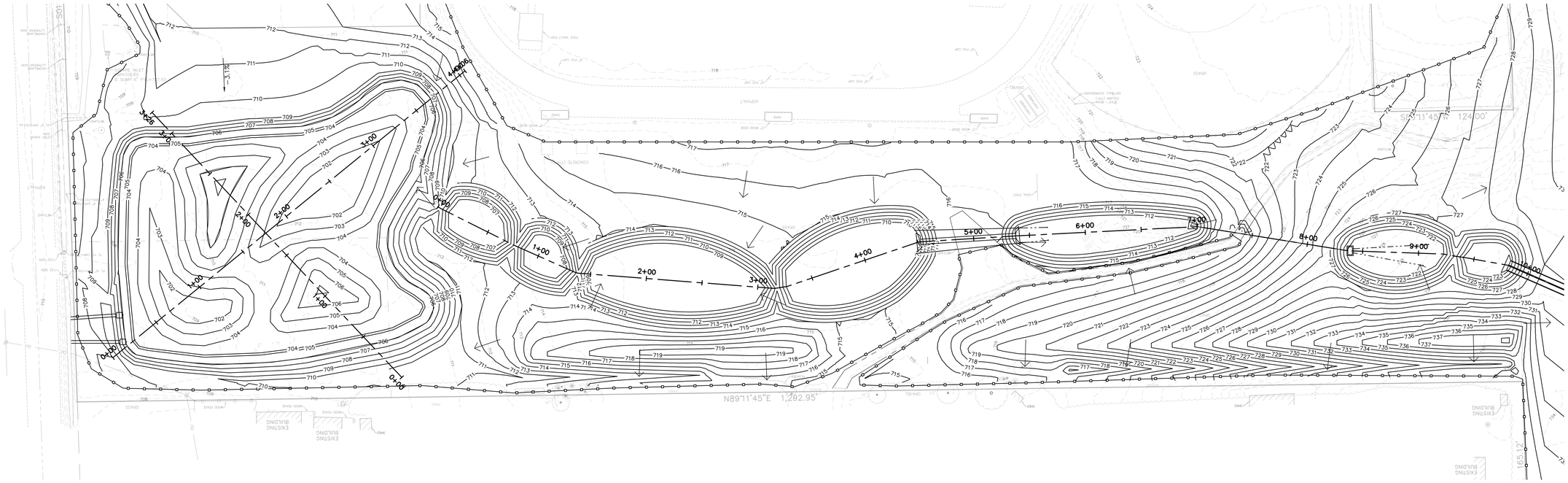
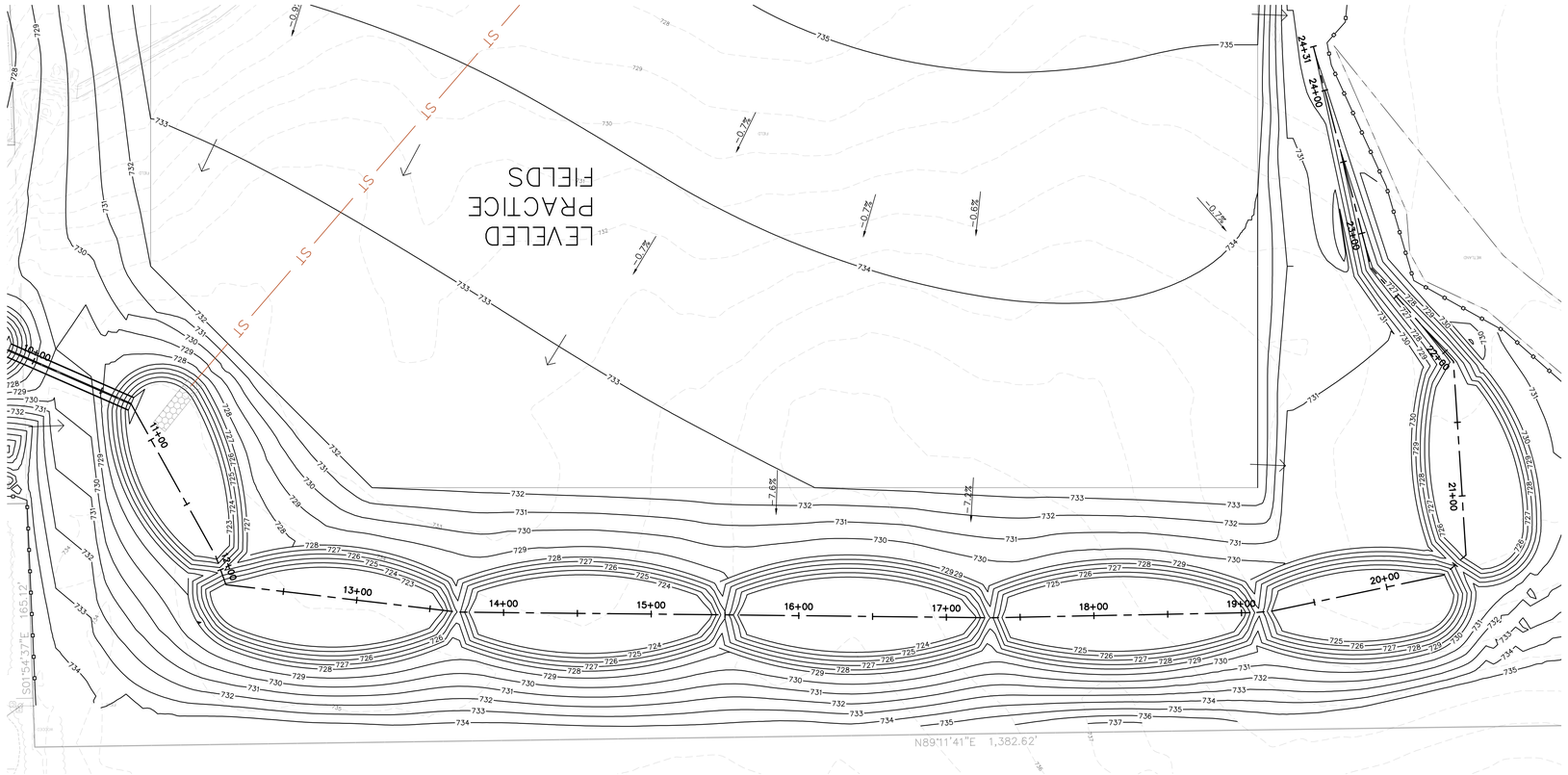


RSC ALIGNMENT EAST:
SEE SHEET C500 FOR PROFILE

NORTH

1"= 40'
SCALE 40' 0 40' 80' FEET



RSC ALIGNMENT WEST:
SEE SHEET C500 FOR PROFILE

NORTH

1"= 40'
SCALE 40' 0 40' 80' FEET

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RSC ALIGNMENT PLAN

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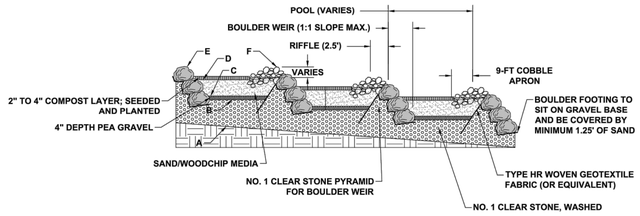
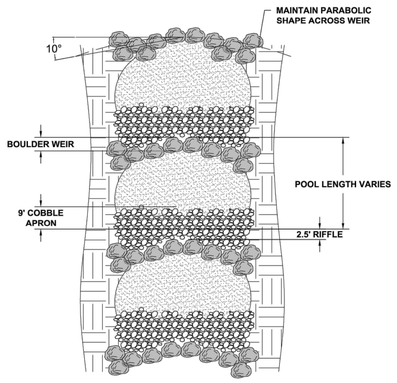


RSC PROFILE VIEW (TYP.)

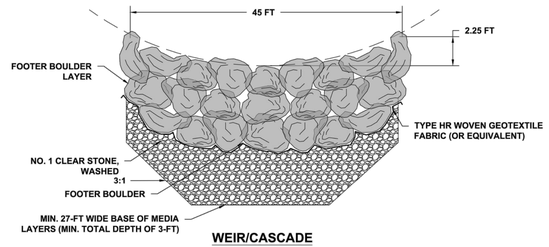


RSC PLAN VIEW (TYP.)

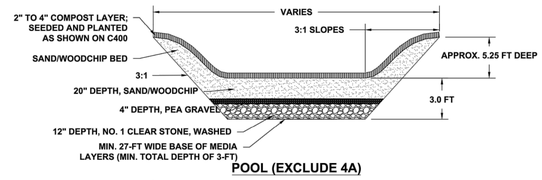
01 RSC COMPONENTS

SCALE: N.T.S

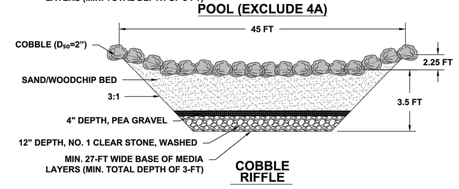
NOTE: MAINTAIN PARABOLIC SHAPE THROUGHOUT ENTIRE FACE OF EACH CASCADE AND BOULDER WEIR



WEIR/CASCADE



POOL (EXCLUDE 4A)



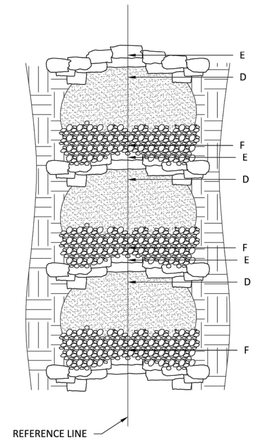
COBBLE RIFFLE

02 RSC SECTIONS

SCALE: N.T.S

BOULDER SIZE:
Provide boulders as hard and durable stone with less than 35 percent wear when tested for resistance to abrasion in conformance to ASTM C535. Bulk density shall not be less than 160 pounds per dry cubic foot. The least dimension of any one piece shall not be less than 1/3 the greatest dimension. Boulders shall be oblong, **not round or square**. Provide boulders with a minimum B-Axis diameter of 2 ft.

The B-Axis is defined as the second largest dimension of the stone (i.e., use the dimensions of length, height, and width to describe the stone. Let length be the longest dimension of the stone: then the B-Axis is the longer of the height and width dimensions).



A - Final Excavation Grade
B - Top of No. 1
C - Top of Pea Gravel
D - Bottom of Pool
E - Top Invert of Boulder Weir
F - Crest of Cobble Riffle

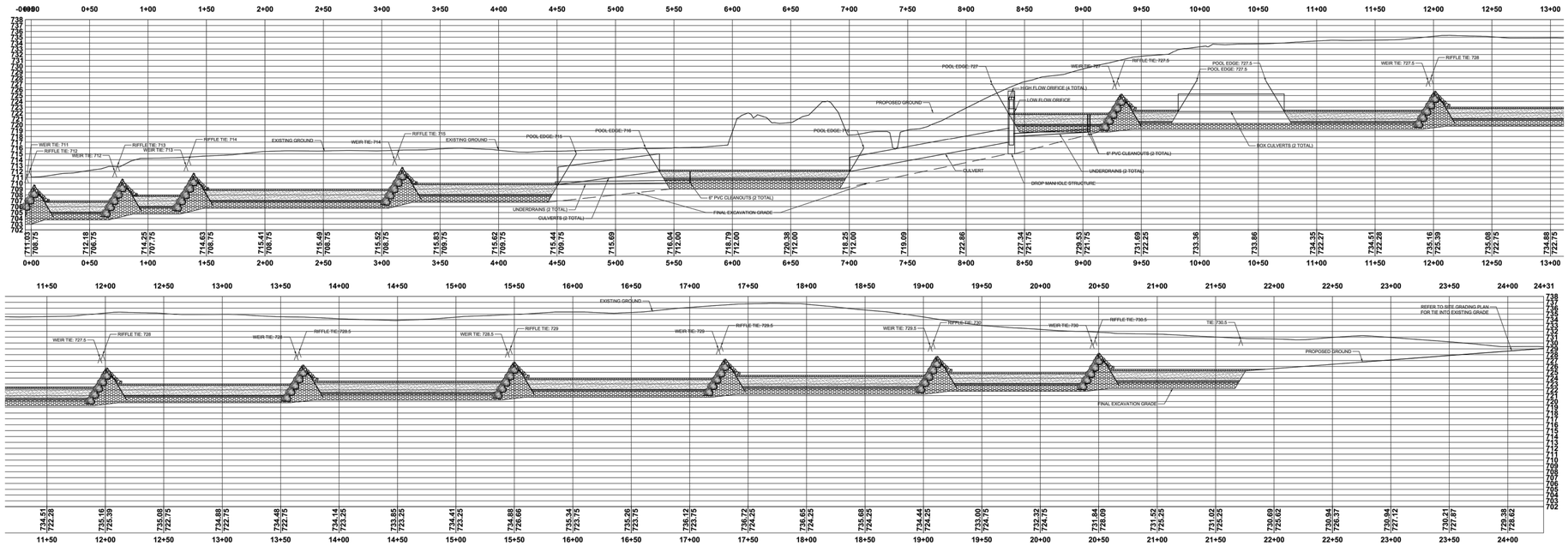
Point Elevations (ft)						
Weir Station	A	B	C	D	E	F
0+00.00	703.75	704.75	705.08	706.75	708.75	709.75
0+75.41	704.75	705.75	706.08	707.75	709.75	710.75
1+36.42	705.75	706.75	707.08	708.75	710.75	711.75
3+14.90	706.75	707.75	708.08	709.75	711.75	712.75
5+25.60	709.00	710.50	710.33	712.00	N/A	N/A
8+22.01	718.75	719.75	720.08	721.75	N/A	N/A
9+30.92	719.25	720.25	720.58	722.25	724.75	725.25
10+56.49	719.25	720.25	720.58	722.25	N/A	N/A
11+99.30	719.75	720.75	721.08	722.75	725.25	725.75
13+67.27	720.25	721.25	721.58	723.25	725.75	726.25
15+47.94	720.75	721.75	722.08	723.75	726.25	726.75
17+28.42	721.25	722.25	722.58	724.25	726.75	727.25
19+09.73	721.75	722.75	723.08	724.75	727.25	727.75
20+48.32	722.25	723.25	723.58	725.25	727.75	728.25

REGENERATIVE STORMWATER CONVEYANCE SYSTEM NOTE:

REGENERATIVE STORMWATER CONVEYANCE SYSTEM DESIGN, SPECIFICATIONS, AND DETAILS COMPLETED BY AQUALIS. PLEASE CONTACT AQUALIS FOR ANY QUESTIONS RELATING TO THE RSC BMP.

ADRIENNE CIZEK
ACIZEK@AQUALISCO.COM
414.810.1245

FIONA NUTBEAM
FNUTBEAM@AQUALISCO.COM
414.810.1245



03 RSC PROFILE

SCALE: N.T.S

RSC DETAILS

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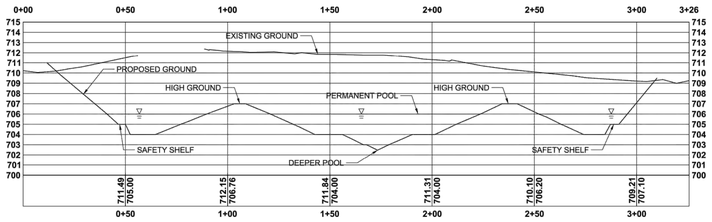
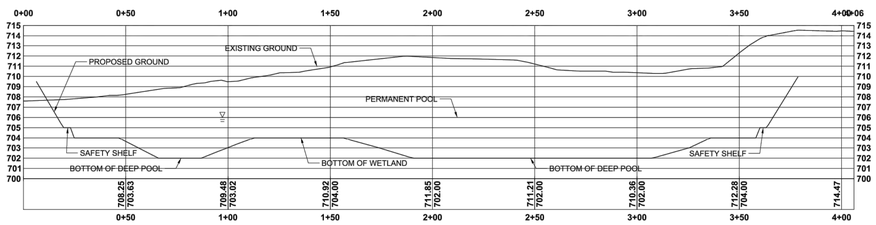


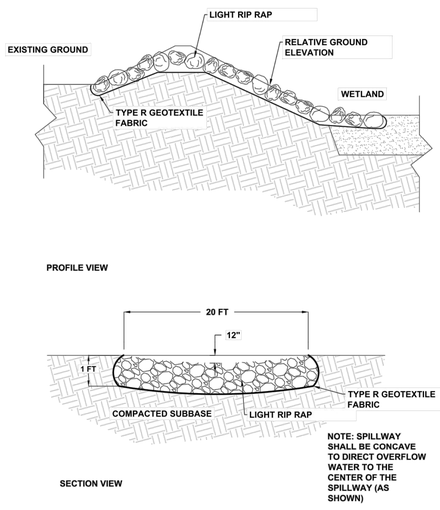
01 WETLAND X-SECTION A (SEE GRADING PLAN)

SCALE: N.T.S



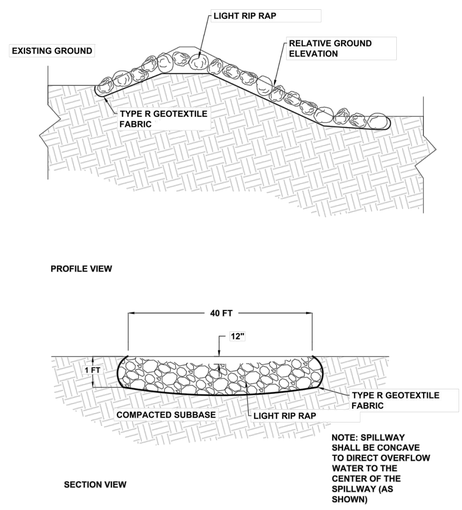
02 WETLAND X-SECTION B (SEE GRADING PLAN)

SCALE: N.T.S



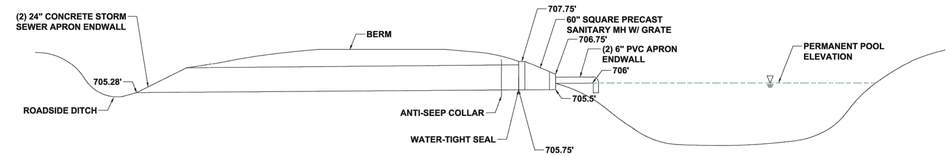
03 WETLAND EMERGENCY SPILLWAY

SCALE: N.T.S



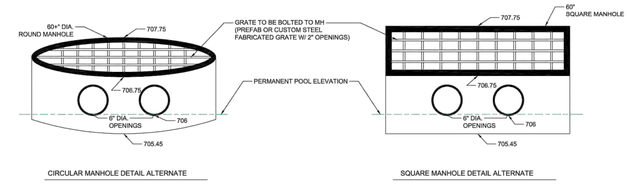
04 RSC EMERGENCY SPILLWAY

SCALE: N.T.S



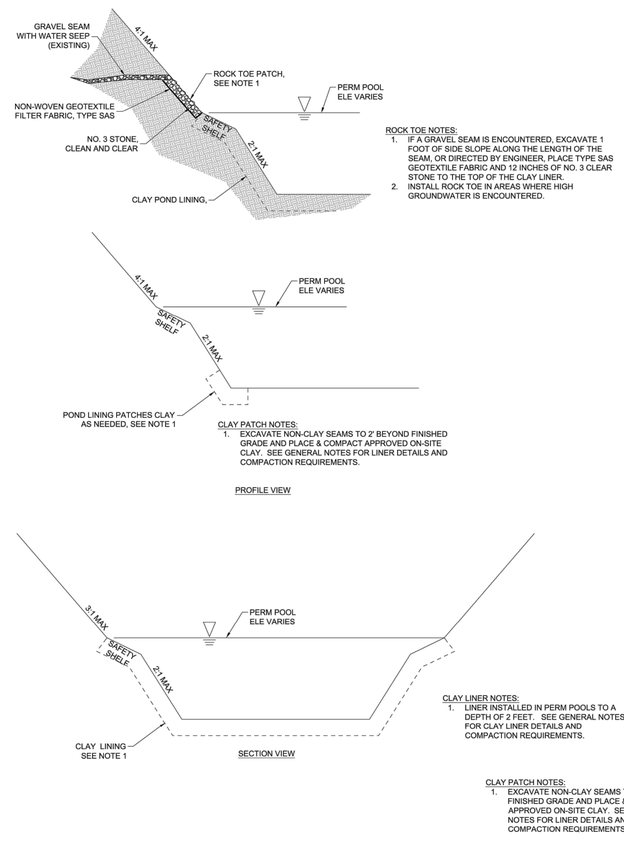
05 WETLAND DRAINAGE SYSTEM CROSS SECTION (TYP.)

SCALE: N.T.S



06 WETLAND OUTLET STRUCTURE (TYP.)

SCALE: N.T.S



07 WETLAND CLAY LINER (TYP.)

SCALE: N.T.S

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NOT FOR CONSTRUCTION

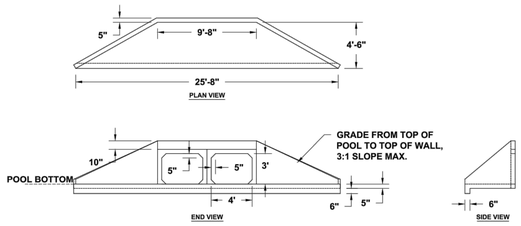
JOB NUMBER

2187400

SHEET NUMBER

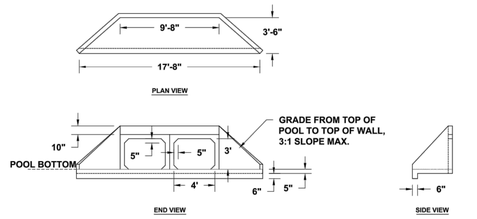
C501

2021 © EXCEL ENGINEERING, INC.



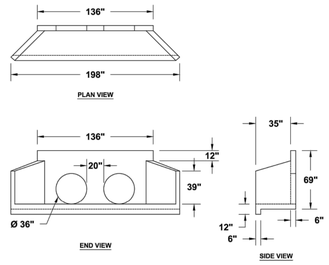
01 BOX CULVERT HEADWALL, CONCRETE

SCALE: N.T.S



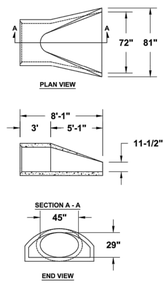
02 BOX CULVERT ENDWALL, CONCRETE

SCALE: N.T.S



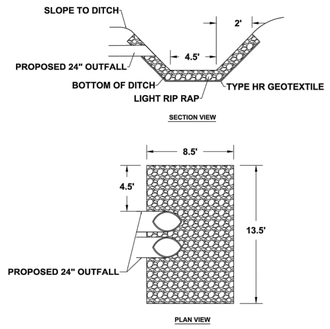
03 DOUBLE CULVERT HEAD/ENDWALL,CONCRETE

SCALE: N.T.S



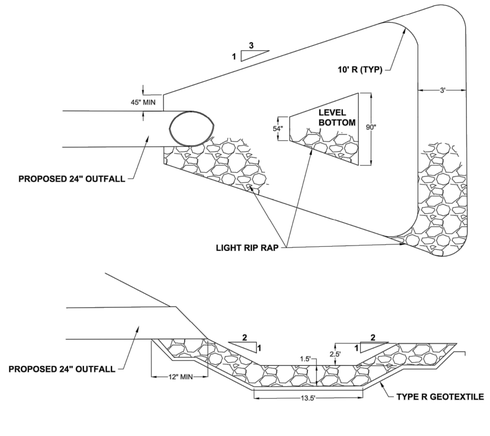
04 ELLIPTICAL PIPE END APRON

SCALE: N.T.S



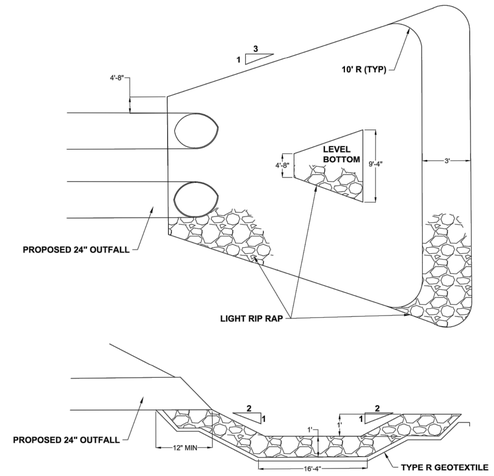
05 WETLAND OUTLET RIP RAP APRON

SCALE: N.T.S



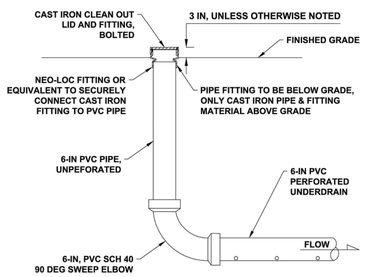
06 SINGLE CULVERT RIP RAP APRON

SCALE: N.T.S



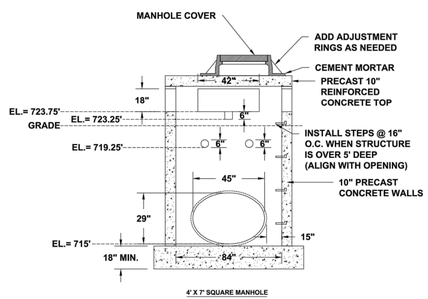
07 DOUBLE CULVERT RIP RAP APRON

SCALE: N.T.S



08 6" PVC CLEANOUT

SCALE: N.T.S



09 DROP MANHOLE STRUCTURE

SCALE: N.T.S

PLANTING PLAN FOR RSC & WETLAND

RSC/STABILIZATION PLANT MIX	SEED MIX
Prairie Nursery: Low Growing Prairie for Clay Soils	50%
Prairie Nursery: Erosion Control Mix for Medium Soils	50%
TOTAL	100%

EMERGENT PLANT MIX	SEED MIX
ALISMA SUBCORDATUM	4.0 OZ/AC
ASCLEPIAS INCARNATA	3.0 OZ/AC
CAREX COMOSA	3.0 OZ/AC
CAREX PELLITA	1.0 OZ/AC
CAREX VULPINOIDEA	10.0 OZ/AC
IRIS VIRGINICA SHREVEI	4.0 OZ/AC
LEERSIA ORYZOIDES	2.0 OZ/AC
SCIRPUS ATROVIRENS	2.0 OZ/AC
SCIRPUS FLUVIATILIS	10.0 OZ/AC
SCIRPUS VALIDUS	2.0 OZ/AC
SPARGANIUM EURYCARPUM	10.0 OZ/AC
SYMPHYOTRICHUM PUNICEUM	2.0 OZ/AC
COVER CROP: ELYMUS VIRGINICUS	5 LBS/AC

REGENERATIVE STORMWATER CONVEYANCE SYSTEM NOTE:

REGENERATIVE STORMWATER CONVEYANCE SYSTEM DESIGN, SPECIFICATIONS, AND DETAILS COMPLETED BY AQUALIS. PLEASE CONTACT AQUALIS FOR ANY QUESTIONS RELATING TO THE RSC BMP.

ADRIENNE CIZEK
ACIZEK@AQUALISCO.COM
414.810.1245

FIONA NUTBEAM
FNUTBEAM@AQUALISCO.COM
414.810.1245

RSC DETAILS

EXCEL
ARCHITECTS • ENGINEERS • SURVEYORS
Always a Better Plan
100 Camelot Drive
Fond Du Lac, WI 54935
Phone: (920) 926-9800
www.EXCELENGINEER.com

PROJECT INFORMATION

PROPOSED MASTERPLAN FOR:

SHORELAND LUTHERAN HIGH SCHOOL

9026 12TH STREET • KENOSHA, WI 53144

PROFESSIONAL SEAL

PRELIMINARY DATES

FEB. 23, 2024

NOT FOR CONSTRUCTION

JOB NUMBER

2187400

SHEET NUMBER

C502

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DEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF SOMERS AND
SHORELAND LUTHERAN HIGH SCHOOL FEDERATION, INC.
A PROPOSED DEVELOPMENT BEING
A PART OF SECTION 8, TOWN 2 NORTH, RANGE 22 EAST

WITNESS THIS AGREEMENT made and entered into this _____ day of _____, 2024, 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 Shoreland Lutheran High School Federation, Inc. (hereinafter referred to as the "Developer").

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

WHEREAS, the Developer has proposed a development on the Property for the construction of stormwater facilities, the exact configurations of which are to be determined and approved by the Village; and

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

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

I. INFRASTRUCTURE IMPROVEMENTS

A. GRADING, EROSION CONTROL AND SURFACE WATER DRAINAGE.

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

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

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

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

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

B. REMOVAL OF EXISTING BUILDINGS.

Developer warrants and represents that it shall remove the existing single-family residence and surrounding outbuildings located on the northeastern portion of the Property, not later than May 31, 2025.

II. DEVELOPER WARRANTIES AND OBLIGATIONS

A. VILLAGE COSTS.

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

B. SUBDIVISION AND CONDOMINIUM PLATTING ORDINANCE.

The Developer represents that it has been provided with a copy of the Village Subdivision and Condominium Platting Ordinances as revised and will complete the improvements set forth

draft

herein in compliance with the Subdivision and Platting Ordinances, and its revisions and further agrees to comply therewith, except as may be modified by the terms of this Agreement.

C. INDEMNIFICATION.

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

D. CERTIFIED SURVEY MAP APPROVAL AND ZONING; PERMITS AND ASSESSMENTS.

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

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

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

III. MISCELLANEOUS

A. ASSIGNMENT.

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

B. MODIFICATION.

This Agreement supersedes all prior oral or written understandings or representations between the parties except as may be embodied by applicable state, county or Village statute, code or ordinance. Any modification to the terms of this Agreement shall only be enforceable if in writing signed by duly authorized representatives of each of the parties hereto in the same manner as this Agreement.

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C. SANITARY SEWER CONNECTION CHARGES.

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

D. DEFAULTS.

No default shall arise hereunder unless the non-defaulting party has provided the defaulting party with written notice and a reasonable cure period of at least thirty (30) business days. Following any default either party may exercise all rights and remedies allowed by law and this Agreement. In the event any default cannot reasonably be cured within said thirty (30) day period, the party shall not be deemed in default as long as the party is acting reasonably and in good faith in curing such default.

E. SEVERABILITY.

If any provision, covenant, or a portion of this Agreement or its application to any person, entity or property is held to be invalid or unenforceable by a court of law or equity, such status shall not affect the application or validity of other provisions, covenants or portions of this Agreement which shall be given effect without the invalid provisions or applications, and to this end, the provisions and covenants of this Agreement are declared to be severable.

F. RECORDATION.

This Agreement shall be recorded in the office of the Register of Deeds for Kenosha County, Wisconsin. Such recordation may, at the discretion of the Village, omit some or all of the attached exhibits delineated in subsection H below.

G. EXECUTION OF COUNTERPARTS.

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

H. EXHIBITS INCORPORATED BY REFERENCE.

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

Exhibit "A" Certified Survey Map

I. INTEGRATION.

This Development Agreement, including the exhibits hereto, and such other documents as are incorporated herein embodies the entire agreement and understanding among the parties

draft

hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.

J. CHOICE OF LAW AND VENUE.

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

K. WAIVER OF BREACH OR VIOLATION NOT DEEMED CONTINUING.

Either party may, to the extent legally allowed, (a) extend the time for performance of any of the obligations or other acts of the other party(s), (b) waive any inaccuracies in the representations or warranties of the other party(s) hereto contained herein, or in any document delivered pursuant hereto and (c) waive any compliance by any of the other parties hereto with any of the agreements or conditions contained herein. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any or other subsequent breach or violation of any provision hereof. No breach or violation of any provision hereof shall be waived except by an agreement in writing signed by the waiving party.

L. CONSTRUCTION.

Each party to this Agreement and their respective legal counsel acknowledge that they have had the opportunity to participate equally in the drafting of this Agreement and that in the event of a dispute, neither party shall be treated, for any purpose as the author of this Agreement nor have any ambiguity resolved against it on account thereof.

M. NOMENCLATURE.

The use of the male gender shall include the female, the individual shall include the corporate, and the singular shall include the plural, and visa versa, wherever such usage is appropriate to the context.

N. NOTICES.

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

draft

Administrator. Any notice addressed to the Developer shall be addressed to the attention of Shoreland Lutheran High School Federation, Inc., 9026 12th Street, Kenosha, Wisconsin 53144. Either party may give notice to the other, in accordance with the terms of this paragraph, of a change-of-address to which notices under this Agreement may be sent. Any notice given in accordance with this paragraph shall be effective upon delivery, if personally delivered, upon delivery by overnight courier, upon delivery by email or facsimile transmission if transmitted during regular business hours, or three (3) days after notice is deposited in the United States mail if sent by certified mail. Any facsimile or email transmission received after 5:00 pm (Kenosha, Wisconsin time) or on a day other than a normal business day shall be deemed delivered on the next normal business day.

O. NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit or be enforceable by any person other than the Village, the Developer, and its respective successors and assigns. This Agreement shall be binding upon and be for the benefit of the Village, the Developer, and their respective successors and assigns only.

WITNESS OUR HANDS AND SEALS this _____ day of _____, 2024.

VILLAGE OF SOMERS

By:_____
George Stoner, President

Attest:_____
_____, Clerk/Treasurer

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2024, the above named George Stoner, President and _____, 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_____.

draft

DEVELOPER
SHORELAND LUTHERAN HIGH SCHOOL
FEDERATION, INC.

By: _____
Printed Name:_____, Its_____

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2024, the above, _____, on behalf of Shoreland Lutheran High School Federation, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

This instrument is drafted by

Attorney Jeffrey J. Davison
DAVISON LAW OFFICE, LTD.

draft

LEGAL DESCRIPTION

draft

Established 1843
Somers
VILLAGE & TOWN
www.somers.org
P.O. Box 197, Somers, WI 53171 • PH: (262) 859-2822 • FAX: (262) 859-2331

VILLAGE OF SOMERS
VILLAGE BOARD
MEETING ITEM MEMORANDUM

BOARD MEETING: April 23rd, 2024

TO: Village President Stoner and Board of Trustees

PREPARED BY: Kevin Poirier, Assistant to the Administrator

AGENDA ITEM:

#9 Action on request for approval of a Recurring Special Event Application from the J. Smith Farms, Inc. (Jerry Smith Farm) located at 7150 18th Street

#10 Action on request for approval of a Recurring Special Event Application from the Petrifying Springs Beer Garden LLC located at Petrifying Springs County Park Pavilion #1 7th Street

#11 Action on request for approval of a Recurring Special Event Application from the Hyslop Foundation, Inc. (Hawthorn Hollow Nature Sanctuary & Arboretum) located at 880 Green Bay Road

BACKGROUND:

On January 24, 2023, the Board passed Ordinance No 2023-003 pertaining to Special Event permits. This created Recurring Special Event Permits to certain zoning located in the PR-1, A-2 or I-1 districts. The expiration date of the previous years permit was March 31st.

The above-mentioned establishments in the Village of Somers have submitted their Recurring Special Events applications. Applications are included.

Building Inspections & Fire Inspections will be conducted once the establishments are up and running.

PRIOR ACTION TAKEN:

The above referenced applications have not been previously reviewed by the Board. As several of the applicants have upcoming events, in the interest of being timely, Staff is requesting these be reviewed and acted upon at our April 23rd Board Meeting.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Staff has reviewed the applications and recommends approval of the submitted Recurring Special Event Applications. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

#9

"Motion to approve Recurring Special Event Application from the J. Smith Farms, Inc. (Jerry Smith Farm) located at 7150 18th Street"

#10

"Motion to approve Recurring Special Event Application from the Petrifying Springs Beer Garden LLC located at Petrifying Springs County Park Pavilion #1 7th Street."

#11

"Motion to approve Recurring Special Event Application from the Hyslop Foundation, Inc. (Hawthorn Hollow Nature Sanctuary & Arboretum) located at 880 Green Bay Road"

ATTACHMENTS:

Jerry Smith Farms Application

Petrifying Springs Beer Garden Application

Petrifying Springs Beer Garden Schedule of events

Hawthorn Hollow Nature Sanctuary and Arboretum Application

Letter from Fire Chief Ben Andersen

Letter from Building Inspector Scott Seymour

Established 1843
Somers
VILLAGE & TOWN

OFFICE USE ONLY
DATE FILED: 3-26-2024
INITIALS: BB

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

Village of Somers Special Event Permit (Recurring)

PAID
MAR 26 2024
VILLAGE OF SOMERS

Fee: $ 300

On a separate sheet, list the dates of any proposed events, providing a description for each and specifying the proposed hours of operation.

Zoning District of Event Location: A 2 **Note:** If the property is not located in the PR-1, A-2 or I-1 Zoning District, it is not eligible for a Recurring Special Event Permit.

Licensee Name: J. Smith Farms, Inc.
Corportion, Partnership, or Individual - **Must be same name as beer/liquor license (if applicable)**

Trade/Event Name: Jerry Smith Farm

Trade/Event Address: 7150 18th ST. (Street) Kenosha, WI. 53144 (Zip)

If Licensee is a Corporation or LLC, list Agent's Full Name: Amy Kristen Smith

List Date of Birth of Agent (If Corporation/LLC) or Individual: 01-24-69

Address: 7150 18th ST. (Street) Kenosha (City) WI (State) 53144 (Zip)

Phone: 262-620-0081 Email: aksmith7150@gmail.com
(Correspondence will be via email if address is given)

Driver's License Number: WI (State) S530-0116-9-524-04 (Number)

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

CHARGE	STATE	DATE	RESULT
Speeding	IL	1992	Guilty
Speeding	WI	1998	Guilty

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**. Jerry Smith Farms

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.)

Amyk Smith — Individual/Partner/Member Signature

3-26-24 — Date

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

PLEASE NOTE: Only the owner, lessee or licensee which has the exclusive right to possession of the property is eligible for a Recurring Special Events Permit. Any other person or entity seeking to hold a Special Event at a location which holds a Recurring Special Events Permit must apply for and receive a separate Single Day Special Event Permit

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: 11Am to 9pM	Hours: 5p to 9 p.	Hours: 5p. to 9p	Hours: 5p to 9p	Hours: 5p to 9p	Hours: 11A to 9pm	Hours: 11A to 9pm

*be sure to list AM or PM

Legal occupancy limit for the premises: 150 persons

Attach scale drawing of parking plan

Number of off-street parking spaces used to service the premises: 100 parking spaces

Description of the off-street parking spaces used to service the premises: parking lot East of Warehouse & parking lot in front of country store

Describe the sound amplification equipment to be used (if any): DJs, small bands for live music & speakers (Radio)

Identify any sound mitigation strategies to be implemented: small stage location beer garden

How will orderly appearance and operation of the establishment be maintained in regard to litter and noise: We have our own staff & property maintenace. ~~Noise~~ Music ends at 9pm.

Security Plan

Attach scale drawing of elements of Security Plan

Description of clothing to identify security personnel: clothing labeled w/ Security on back.

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

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: Our Security team will make sure all guests have safely left property

How will the entrance line be managed and controlled: We have staff at enterances as well as on site security

Will any security personnel be armed? ☒ **Yes** ☐ **No** If yes, provide individual names and addresses
During our fall Season we do have armed Security.
Todd Thorne Retired KPD ~~[illegible]~~

Plan for unruly patrons, intoxicated patrons, and physical disturbances (including fights): See attached

Underage drinking and fake ID plan: See attached

Provide the first and last name of all management personnel: Amy K. Smith, Nick Wojohowicz, Linda Timmons-Wosz, Lauren R. Smith, Joe Smith

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

3-26-24
Date

SECURITY PLAN

- Security plan will only be used for Co-Sponsored events that extend to outside the beer garden area. Depending on the size of the event 2-10 personal will be employed for the sole purpose of the crowd control or to intervene with anyone that appears to be disorderly.
- Parking lots are in front of the Country Store and to the East of our property
- Unruly patron will be given an initial warning and then will be asked to leave if they do not comply
- Patrons who are intoxicated are asked to leave. We will first determine if they have driven there, if so, an Uber is called
- Patrons presenting false ID will be recorded and confiscated
- Sheriff's Dept. will be notified if a situation escalated. Management will try to deescalate situation and remove said parties from the premise at different times so the problem does not continue outside premise
- Staff members (4-6 employees) will be on site
- Area is secured by fenced in enclosure
- Area has 2 exits

Operational Plan

- Beer Garden will open M-TH 5-9pm Fri-Sun 11-9pm
- Outside occupancy - 150
- Adequate parking in front of store & in our east parking lot

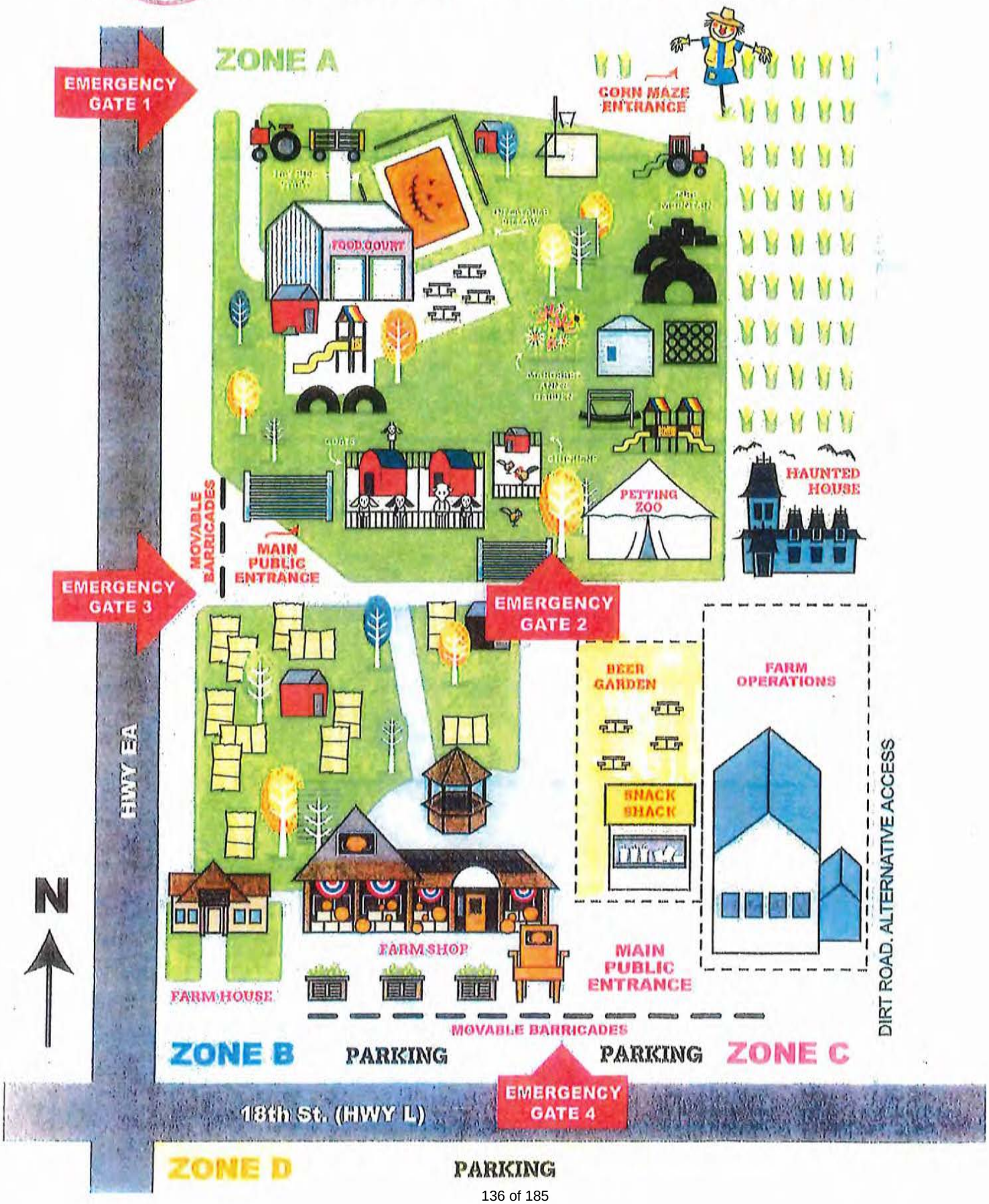
Music

- TBD

Management

- Amy Smith 262-620-0081
- Linda Timmons 262-705-8586

JERRY SMITH PUMPKIN FARM EMERGENCY RESPONDER MAP



Established 1843
Somers
VILLAGE & TOWN

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 (Recurring)

Fee: $_____

On a separate sheet, list the dates of any proposed events, providing a description for each and specifying the proposed hours of operation.

Zoning District of Event Location:_____ **Note:** If the property is not located in the PR-1, A-2 or I-1 Zoning District, it is not eligible for a Recurring Special Event Permit.

Licensee Name: Petrifying Springs Beer Garden LLC
Corportion, Partnership, or Individual - **Must be same name as beer/liquor license (if applicable)**

Trade/Event Name: See attached event forms

Trade/Event Address: Petrifying Springs Biergarten Pavilion #1 7th St 53144
Street Zip

If Licensee is a Corporation or LLC, list Agent's Full Name: Anthony DeBartolo

List Date of Birth of Agent (If Corporation/LLC) or Individual: 6-13-76

Address: 4512 19th pl. Kenosha, WI 53144
Street City State Zip

Phone: 224-489-6313 Email: tjd6137@yahoo.com
(Correspondence will be via email if address is given)

Driver's License Number: WI D1630107621307
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**. Performance Food Group 5030 Baseline Rd Montgomery, Il 60538

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.
4512 19th Place Kenosha, WI 53144

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

3/13/2024
Date

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

PLEASE NOTE: Only the owner, lessee or licensee which has the exclusive right to possession of the property is eligible for a Recurring Special Events Permit. Any other person or entity seeking to hold a Special Event at a location which holds a Recurring Special Events Permit must apply for and receive a separate Single Day Special Event Permit

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 SEE ATTACMENTS FOR SECURITY AND EVENTS

Planned Hours* of Operation:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Hours: _____ to _____	Hours: _____ to _____	Hours: _____ to _____	Hours: _____ to _____	Hours: _____ to _____	Hours: _____ to _____	Hours: _____ to _____

*be sure to list AM or PM

Legal occupancy limit for the premises:_____ persons

Attach scale drawing of parking plan

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

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

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

Identify any sound mitigation strategies to be implemented:_____
_____
_____
_____

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

Security Plan

Attach scale drawing of elements of Security Plan

Description of clothing to identify security personnel:_____

_____

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

_____

Plan to handle control and clearance of the parking lot and public right-of-ways adjacent to licensed property during hours of operation and at closing time:_____

_____

_____

How will the entrance line be managed and controlled:_____

_____

_____

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

_____

_____

Plan for unruly patrons, intoxicated patrons, and physical disturbances (including fights):_____

_____

_____

Underage drinking and fake ID plan:_____

_____

_____

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

_____

_____

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

_____ 3/13/2024

Individual/Partner/Member Signature Date

Petrifying Springs
Biergarten
Dogs allowed
LIVE
Google

Security Plan: 12.5 (C) (2)

(a) Security personal will only be used for Co-Sponsored County events that extend outside the premise Depending upon the size of the event 1-3 personal will be employed for the sole purpose of crowd control or to intervene with anyone that appears to be disorderly

(b) (i) parking lots inside the park do not require vehicles to be left overnight and are monitored by the parks night staff. Cross walks are visible from main parking lot to the Biergarten
(ii) Unruly patrons are given an initial warning and then asked to leave if they do not comply
(iii) Patrons who are intoxicated are asked to leave. We first establish if they have driven there if so an Uber is called
(iv) Patron presenting false ID will be recorded and confiscated

(c) Sheriff's Department will be notified if a situation escalates. Management will try to deescalate situation and remove said parties from premise at different times so the problem does not continue outside premise

(d) Michael Grab 2/25/79 Tony DeBartolo 6/13/76

(3) Operational Plan:

(a) Biergarten will be open M-TH 4-9pm Fri-Sat 12-9pm Sun 12-8pm

(b) Legal Occupancy inside Pavilion 77ppl Outside unlimited

(c) We have parking for over 175 in main lot and another 500+ in the parking lots with in walking Distance of the Biergarten

(d) Yes light german background music

(e) Yes, Light german background music

(f) Our facility is cleaned inside and out daily. Grass is cut 1-2 per week. Trash is emptied nightly in required trash or recycling bins. Staff is required to walk interior and exterior of premise and pick up any visible trash.

(g) See included Map

(h) List of larger events attached

2024 Music & Event Calendar

DATE	EVENT	TIME	NOTES
May			
11		6pm	
12	Closed	3pm	
18	Sawdust Symphony	6pm	X
19	Kyle Feerick	3pm	X
	MEMORIAL DAY WEEKEND 24th-27th		
25th	Stone Theory	6pm	X
26th	Listening Party	6PM	X
27th	**Lara Bell**	3pm	X
June			
1	Sawdust Symphony	6pm	X
2	Brecken Miles	3pm	X
8	Myles Wagerin	6pm	X
9	Marr'lo	3pm	X
13	**Food Truck Show**	**4pm**	DJ
15	Stone Theory	6pm	X
16	**Father's Day/Public- The Roundabouts**	**3pm**	BBQ
22	BSBB	6pm	X
23	**Harbor Market**	**10a-2p**	
23	Kyle Freeick	3pm	X
29	Empty Bottle Boys & 1 Shot Jane	6pm	X
30	Jake Williams	3pm	X
July			
6	Myles Wagerin Full Band (Paid Ads)	6pm	X
7	The Foocoustics	3pm	X
13	BSBB	6pm	X
14	The Roundabouts	3pm	X
18	**Food Truck Show**	**4pm**	DJ
20		6pm	
21	**Harbor Market**	**10a-2pm**	
21	The Listening Party	3pm	X
27	The Linden Bros	6pm	X
28	Ben Mulwana	3pm	X
August			
3	Koltrane Band	6pm	X
4	Marr'lo	3pm	X
10	The Linden Bros	6pm	X
11	**Harbor Market**	**10a-2pm**	
11	The Roundabouts	3pm	X
17	**PICNIC IN THE PARK W/FOOD TRUCK SHOW**		X
18	Brecken Miles	3pm	X
24	BSBB	6pm	X
25	Lara Bell	3pm	X
31	Midnight Purchase	6pm	X
September			
	LABOR DAY WEEKEND 31-2nd		
1	Myles Wagerin Full Band (Paid Ads)	6pm	X
2	***SWAAC Car Show (Food Trucks) PBR***	10am	
2	***Brecken Miles***	2pm	X
7	90's Jake	6pm	X
8	**Harbor Market**	**10a-2pm**	

8	The Foocoustics	3pm	X
	OKTOBERFEST WEEKEND 13th-15th (Big Stage) AM Run)		
13	BSBB	6pm	X
14		6pm	
15	Brothers Quinn	3pm	X
21	BSBB	6pm	X
22	Nicole Nystrom	3pm	X
28	Listening Party	6pm	X
29	Kyle Feerick	3pm	X

October

	FLANNEL FEST (Food Trucks)	
5	**Undie Run**	11am
	Paul Bunyan Lumberjack Show	1,3,5pm
		6pm

HAWTHORN HOLLOW
NATURE SANCTUARY AND ARBORETUM

Clerk / Treasurer
Village / Town of Somers
7511 12th Street, P.O. Box 197
Somers, WI 53171

April 10, 2024

Hawthorn Hollow Nature Sanctuary and Arboretum is applying for a Recurring Event Permit for 2024 to allow us to continue holding our major fundraising events such as the Pike River Benefit Concert Series, the Walk in the Woods Art Fair, and the Harvest Hootenanny. The sale of wine, local craft beer, soda, water, and food help with the proceeds of these events, and add to the flavor of the day. If granted the 2024 Recurring Event Permit, will the Village please consider waiving the accompanying fees for these unique and essential fundraising events?

Hawthorn Hollow is owned and operated by the H. Chris Hyslop Foundation, a private 501c(3) non-profit organization. The now 90 acre Nature Sanctuary is comprised of over 3 miles of trails meandering through the woods of the Pike River Valley, virgin and restored prairies, perennial gardens, a Nature Center, 3 Historic Buildings, the Heritage Farmstead, an Observatory, and a 12 acre Arboretum. Hawthorn Hollow hosts over 6,000 students a year with over 30 educational programs. All proceeds from these events provide funds to continue the maintenance operations of this treasured natural resource

We are looking forward to another successful year and hope that you will join us.

Sincerely,

Jeremy Haag
Special Event & Administrative Associate
Hawthorn Hollow Nature Sanctuary and Arboretum

Hawthorn Hollow Nature
Sanctuary & Arboretum
880 Green Bay Road
Kenosha, WI 53144
(262)552-8196

Established 1844
Somers
VILLAGE & TOWN

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 (Recurring)

Fee: $ _____

On a separate sheet, list the dates of any proposed events, providing a description for each and specifying the proposed hours of operation.

Zoning District of Event Location: PR-1 **Note:** If the property is not located in the PR-1, A-2 or I-1 Zoning District, it is not eligible for a Recurring Special Event Permit.

Licensee Name: Hyslop Foundation, Inc
Corportion, Partnership, or Individual - **Must be same name as beer/liquor license (if applicable)**

Trade/Event Name: Hawthorn Hollow Nature Sanctuary & Arboretum

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

If Licensee is a Corporation or LLC, list Agent's Full Name: TJ Leveque

List Date of Birth of Agent (If Corporation/LLC) or Individual: 11/06/1981

Address: 1904 30th Ave Kenosha WI 53140
Street City State Zip

Phone: 262-552-8196 Email: tj@hawthornhollow.org
(Correspondence will be via email if address is given)

Driver's License Number: WI L120-8108-1406-01
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
Unlawful U/Y Turn-1st Offense	WI	09/30/2022	Dismissed-Prosecutor's Motion

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.** Hawthorn Hollow , 880 Green Bay Rd, Kenosha, WI 53144

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 — Date: 4/4/24

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

PLEASE NOTE: Only the owner, lessee or licensee which has the exclusive right to possession of the property is eligible for a Recurring Special Events Permit. Any other person or entity seeking to hold a Special Event at a location which holds a Recurring Special Events Permit must apply for and receive a separate Single Day Special Event Permit

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 To 5 pm	Hours: 8 am To 5 pm	Hours: 8 am To 5 pm	Hours: 8 am To 5 pm	Hours: 8 am To 5 pm	Hours: 8 am To 9 pm	Hours: 8 am 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.

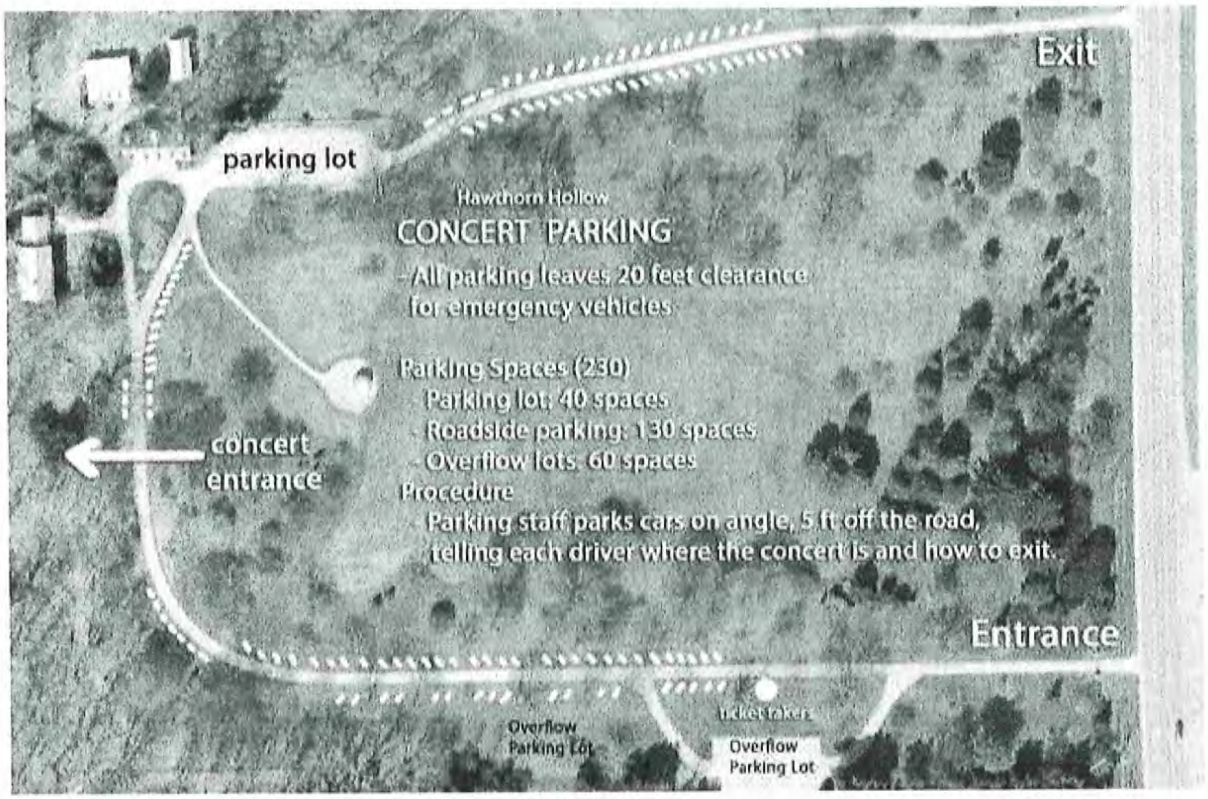
Individual/Partner/Member Signature

4-4-24
Date

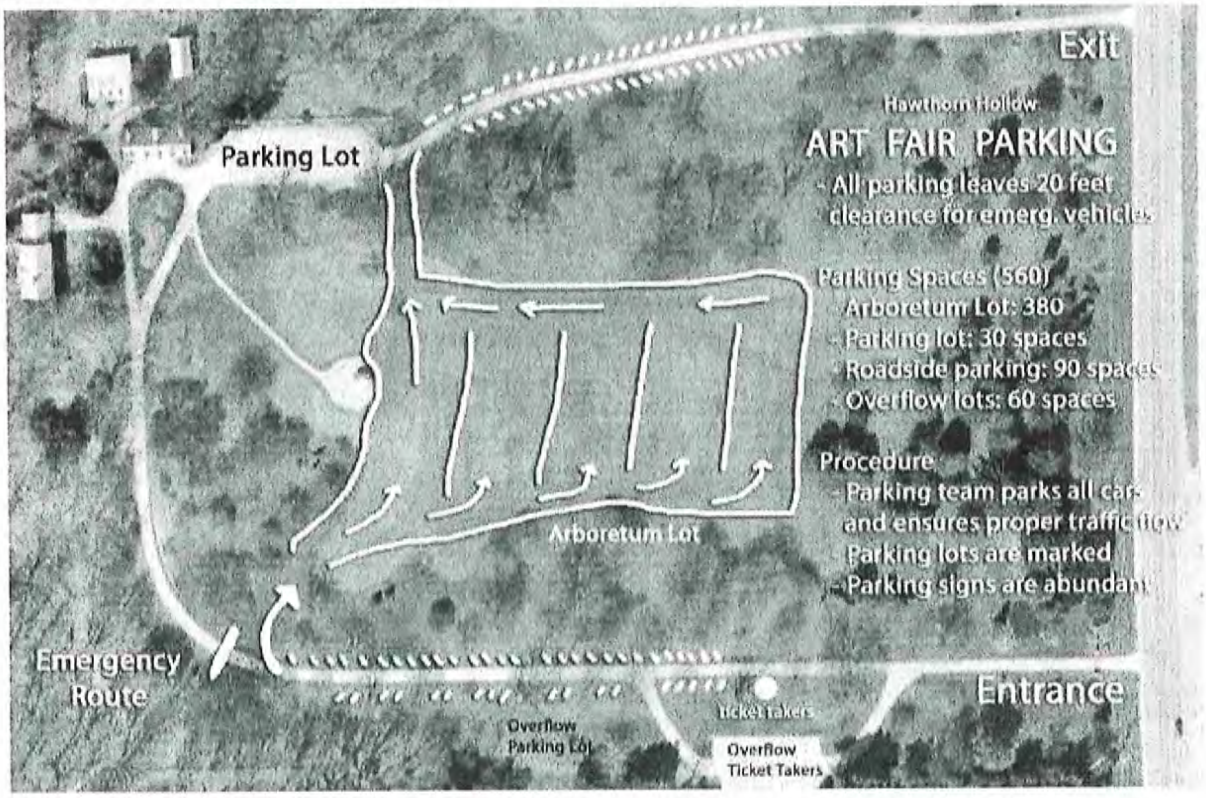
Hawthorn Hollow 2024 Recurring Event Permit Events List

Date	Event Name	Description	Duration
5/11/2024	Birds & Plants	A bird walk & plant sale fundraiser, will include live amplified music (folk) and a bake sale.	9 am – 3 pm
6/14/2024	Pike River Benefit Concert Series 1	First in a series of fundraising concerts, will include live amplified music (bluegrass) and alcoholic beverages for sale.	5 pm – 9 pm
7/19/2024	Pike River Benefit Concert Series 2	Second in a series of fundraising concerts, will include live amplified music (folk) and alcoholic beverages for sale.	5 pm – 9 pm
8/09/2024	Pike River Benefit Concert Series 3	Third (and final) in a series of fundraising concerts, will include live amplified music (folk) and alcoholic beverages for sale.	5 pm – 9 pm
9/07/2024	Walk in the Woods Art Fair	Arts & crafts fundraiser, will include live amplified music (acoustic folk/bluegrass/jazz, etc), performance art, bake sale, and alcoholic beverages for sale.	10 am – 4 pm
10/05/2024	Harvest Hootenanny at the Heritage Farmstead	Harvest festival fundraiser for the heritage farmstead, will include live amplified music (folk/bluegrass), alcoholic beverages, kid's activities, and crafts.	10 am – 3 pm
10/18/2024	Haunted Trails of Haunted Hollow #1	Halloween night hike/storytelling event, includes amplified music & sound effects.	6 pm – 9 pm
10/25/2024	Haunted Trails of Haunted Hollow #2	Halloween night hike/storytelling event, includes amplified music & sound effects.	6 pm – 9 pm
10/26/2024	Haunted Trails of Haunted Hollow #3	Halloween night hike/storytelling event, includes amplified music & sound effects.	6 pm – 9 pm
12/07/2024	Holiday Boutique	Holiday wreath & craft sale, includes amplified holiday music.	9 am – 3 pm

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

SOMERS FIRE & RESCUE

CHIEF
Benjamin Andersen

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

To: Somers Village Board and Village Administration

Regarding: Fire Inspections for Reoccurring Special Event Permits

The Fire Department was asked to inspect Petrifying Springs Beer Garden, Jerry Smith Pumpkin Farm and Hawthorn Hallow Nature Sanctuary and Arboretum sites as part of the reoccurring special event permit process. All three of these properties have seasonal type business models which makes inspecting them in off season times difficult. In the case of Hawthorn Hollow we have an inspection scheduled for May 2nd, 2024. As for the Beer Garden and Jerry Smith Pumkin Farm we will schedule inspections as soon as the properties are set up for their operational seasons. Inspecting them now would have no value since they are not set up as they will be when they plan to open for the season. I recommend the Village proceed like we did in 2023 where you consider the application now with the understanding that staying up to code on fire inspections is a mandatory part of the permit and we will complete a fire inspection once the businesses are set up for their seasonal operations.

If you have any questions or concerns on this topic, please feel free to contact me.

Chief Benjamin Andersen

7511 12th St | PO Box 197 | Somers, WI 53171
Ph: 262-859-2822 | Fax: 262-859-2331
www.somers.org
Scott Seymour - Building Inspector
sseymour@somers.org

4/19/2024

To: Somers Village Board and Village Administration

Regarding: Building Inspections for Reoccurring Special Event Permits

The Building Department was asked to inspect Petrifying Springs Beer Garden, Jerry Smith Pumpkin Farm and Hawthorn Hallow Nature Sanctuary and Arboretum sites as part of the reoccurring special event permit process. All three of these properties have seasonal type business models which makes inspecting them in off season times difficult.

- All structures on Hawthorn Hollow have been inspected and are in compliance with the Building Codes with the exception of the Old Town Hall and the Pike House.
    - The Old Town Hall is still in the process of having a new foundation constructed and is closed off to the public. This work should be completed within the next few weeks and will be reopened after final inspection.
    - The Pike House can be utilized during daylight hours only with no overnights and no use of the Elevator without current inspection and approval from the State of Wisconsin. The exterior wood deck and stairs has been deemed unsafe for public use and should not be used except by maintenance staff in limited capacity. They are aware of these limitations and the Pike House was not included in their Conditional Use Permit so should have no impact on approval of the Special Event Permits.
- The Beer Garden and Jerry Smith Pumkin Farm inspections will be scheduled as soon as the properties are set up for their operational seasons. Inspecting them now would have no value since they are not set up as they will be when they plan to open for the season. I recommend the Village proceed like we did in 2023 where you consider the application now with the understanding that staying up to code on building inspections is a mandatory part of the permit and building inspections will be conducted once the businesses are set up for their seasonal operations.

Scott Seymour
Building Inspector

Established 1843
Somers
VILLAGE & TOWN
www.somers.org
P.O. Box 197, Somers, WI 53171 • PH: (262) 859-2822 • FAX: (262) 859-2331

VILLAGE OF SOMERS
VILLAGE BOARD
MEETING ITEM MEMORANDUM

MEETING DATE: August 8th, 2023

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #12 Discussion and possible action on request for final payment from Payne and Dolan in the amount of $98,519.38 for the 2023 Roadway Improvements Program (Somers Estates)

BACKGROUND:

On April 11th, the Village Board awarded the bid for the 2023 Roadway Improvements Program (Somers Estates) to Payne & Dolan, Inc. in the amount of $1,223,109.21. On June 13th, the Board approved Change Order #1 that added an additional $8,250 to the contract. The contract price moved to $1,231,359.21. On September 6th, 2023, the Board approved Change Order #2, which decreased the contract by $148,841.64. This moved the contract price to $1,082,517.57.

Payne and Dolan submitted their final payment request in the amount of $98,519.38. The Board has previously approved the following:

- 1st request August 8th, 2023 $983,998.19

PRIOR ACTION TAKEN:

This matter has not been reviewed previously by the Board.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

The project was substantially completed in June of 2023. Engineer Biwer recommends approval of the final payment request from Payne and Dolan in the amount of $98,519.38. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

"*Motion to approve request for final payment from Payne and Dolan in the amount of $98,519.38 for the 2023 Roadway Improvements Program (Somers Estates)*"

ATTACHMENTS:

Engineer Biwer Recommendation on the 2023 Roadway Improvements Program (Somers Estates)-Final Payment

BAXTER & WOODMAN
Consulting Engineers
256 South Pine Street, Burlington, WI 53105 • 262.763.7834 • baxterwoodman.com

March 28, 2024

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

Subject: Somers Estates Roadway Improvements – Final Payment Recommendation

Dear Brandi,

Enclosed is a Final Application for Payment, Sworn Statement, Contractor's Affidavit, Final Lien Waivers, Warranty Letter, Maintenance Bond, Insurance, and Consent to Surety from Payne & Dolan, Inc., Contractor, for work performed for the Somers Estates Roadway Improvements Project. The project was substantially complete on June 14, 2023. The following is our opinion of the amount due and payable to the Contractor:

Contract Price Including Change Order #1 & #2	$1,082,517.57
Work Completed to Date	$1,082,517.57
Less Amount Retained	($0.00)
Subtotal	$1,082,517.57
Less Previous Payments	($983,998.19)
Total Amount Due for Final Payment	$98,519.38

We recommend payment to Payne & Dolan, Inc. for $98,519.38.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Brett D. Biwer

Brett D. Biwer, P.E.

BDB/bdb
Encs.
C/encs.: Jason Peters, Administrator (email)
Doug Snyder, Village Engineer (email)
Shane Hollerich, Payne & Dolan, Inc. (email)

P:\SOMEV\230308-SOMERS ESTATES ROADWAY IMPROVEMENTS\CONSTRUCTION\PAY APPLICATIONS\PAY APP #2\PAY REQUEST #2 RECOMMENDATION.DOC

DocuSign Envelope ID: 4D305326-5C5A-41DC-BE3A-053509AD3001

Contractor's Application for Payment No. 2

	Application Period: May 1, 2023 thru December 31, 2023	Application Date: January 24, 2024
To (Owner): Village of Somers	From (Contractor): Payne & Dolan, Inc.	Via (Engineer):
Project: 2023 Roadway Improvements	Contract: Village of Somers 2023 Roadway Improvements	
Owner's Contract No.:	Contractor's Project No.: 253792	Engineer's Project No.:

Application For Payment
Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1.	**ORIGINAL CONTRACT PRICE**	$ **$1,223,109.21**
2.	**Net change by Change Orders**	$ **-$140,591.64**
3.	**Current Contract Price (Line 1 ± 2)**	$ **$1,082,517.57**
4.	**TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)**	$ **$1,082,517.57**
5.	**RETAINAGE:**	
	a. X _____ **Work Completed**	$
	b. X _____ **Stored Material**	$
	c. **Total Retainage (Line 5a + Line 5b)**	$
6.	**AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)**	$ **$1,082,517.57**
7.	**LESS PREVIOUS PAYMENTS (Line 6 from prior Application)**	$ **$983,998.19**
8.	**LESS LIQUIDATED DAMAGES**	$
9.	**LESS ADDITIONAL ENGINEERING COSTS**	$
10.	**AMOUNT DUE THIS APPLICATION**	$ **$98,519.38**
11.	**BALANCE TO FINISH, PLUS RETAINAGE**	$

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: DocuSigned by: 169D2589DFE74EA... Date: 01/24/2024

Payment of: $98,519.38
(Line 10 or other - attach explanation of the other amount)

is recommended by: _____ _____
Baxter & Woodman (Date)

Payment of: $ _____
(Line 10 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
Funding Agency (if applicable) (Date)

Endorsed by the Construction Specifications Institute.

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FINAL QUANTITIES
SOMERS ESTATES ROADWAY IMPROVEMENTS
VILLAGE OF SOMERS

			BID AMOUNT			FINAL AMOUNT		
No.	Item	Unit	Bid Quantity	Unit Price	Bid Amount	Final Quantity	Final Amount	Bid to Final Difference
	PART 1 - SOUTH SECTION							
1	MOBILIZATION/PUBLIC MEETING	LSUM	1	$ 20,300.00	$ 20,300.00	1	$ 20,300.00	$ -
2	CONSTRUCTION LAYOUT AND STAKING	LSUM	1	$ 6,200.00	$ 6,200.00	1	$ 6,200.00	$ -
3	ASPHALTIC SURFACE REMOVAL - FULL DEPTH MILL	SY	6,152	$ 6.20	$ 38,142.40	6,333	$ 39,264.60	$ 1,122.20
4	PCC CURB & GUTTER REMOVE AND REPLACE	LF	800	$ 49.00	$ 39,200.00	488	$ 23,912.00	$ (15,288.00)
5	STORM INLET ADJUSTMENT	EACH	11	$ 1,900.00	$ 20,900.00	11	$ 20,900.00	$ -
6	STORM MH ADJUSTMENT	EACH	6	$ 860.00	$ 5,160.00	8	$ 6,880.00	$ 1,720.00
7	BASE REPAIR	CY	1,723	$ 36.00	$ 62,028.00	0	$ -	$ (62,028.00)
8	SUBGRADE REPAIR	TON	731	$ 19.00	$ 13,889.00	0	$ -	$ (13,889.00)
9	HMA PAVEMENT - 5LT 1-1/2-INCH UPPER LAYER	SY	6,152	$ 6.63	$ 40,787.76	6,333	$ 41,987.79	$ 1,200.03
10	HMA PAVEMENT - 3 LT 2-1/4-INCH MIDDLE LAYER	SY	6,152	$ 8.81	$ 54,199.12	6,333	$ 55,793.73	$ 1,594.61
11	HMA PAVEMENT - 3LF 2-1/4-INCH LOWER LAYER	SY	6,152	$ 9.14	$ 56,229.28	6,333	$ 57,883.62	$ 1,654.34
12	SANITARY MH FRAME ADJUSTMENT W/CHIMNEY	EACH	2	$ 1,100.00	$ 2,200.00	0	$ -	$ (2,200.00)
13	INLET PROTECTION	EACH	11	$ 55.00	$ 605.00	11	$ 605.00	$ -
14	TRAFFIC CONTROL AND PROTECTION	LSUM	1	$ 6,459.67	$ 6,459.67	1	$ 6,459.67	$ -
	PART 1 - SOUTH SECTION TOTAL:				**$ 366,300.23**		**$ 280,186.41**	**$ (86,113.82)**
	PART 2 - EAST SECTION							
15	MOBILIZATION/PUBLIC MEETING	LSUM	1	$ 13,100.00	$ 13,100.00	1	$ 13,100.00	$ -
16	CONSTRUCTION LAYOUT AND STAKING	LSUM	1	$ 8,300.00	$ 8,300.00	1	$ 8,300.00	$ -
17	ASPHALTIC SURFACE REMOVAL - FULL DEPTH MILL	SY	8,198	$ 6.15	$ 50,417.70	8,417	$ 51,764.55	$ 1,346.85
18	PCC CURB & GUTTER REMOVE AND REPLACE	LF	800	$ 49.00	$ 39,200.00	421	$ 20,629.00	$ (18,571.00)
19	STORM INLET ADJUSTMENT	EACH	19	$ 1,900.00	$ 36,100.00	18	$ 34,200.00	$ (1,900.00)
20	STORM MH ADJUSTMENT	EACH	11	$ 860.00	$ 9,460.00	14	$ 12,040.00	$ 2,580.00
21	BASE REPAIR	CY	574	$ 36.00	$ 20,664.00	16	$ 576.00	$ (20,088.00)
22	SUBGRADE REPAIR	TON	244	$ 19.00	$ 4,636.00	0	$ -	$ (4,636.00)
23	HMA PAVEMENT - 5LT 1-1/2-INCH UPPER LAYER	SY	8,198	$ 6.72	$ 55,090.56	8,417	$ 56,562.24	$ 1,471.68
24	HMA PAVEMENT - 3LT 2-1/4 -INCH MIDDLE LAYER	SY	8,198	$ 9.09	$ 74,519.82	8,417	$ 76,510.53	$ 1,990.71
25	HMA PAVEMENT - 3LT 2-1/4 -INCH LOWER LAYER	SY	8,198	$ 9.06	$ 74,273.88	8,417	$ 76,258.02	$ 1,984.14
26	SANITARY MH FRAME ADJUSTMENT W/CHIMNEY	EACH	9	$ 1,100.00	$ 9,900.00	0	$ -	$ (9,900.00)
27	INLET PROTECTION	EACH	19	$ 55.00	$ 1,045.00	19	$ 1,045.00	$ -
28	TRAFFIC CONTROL AND PROTECTION	LSUM	1	$ 6,459.67	$ 6,459.67	1	$ 6,459.67	$ -
	PART 2 - EACH SECTION TOTAL:				**$ 403,166.63**		**$ 357,445.01**	**$ (45,721.62)**
	PART 3 - WEST SECTION							
29	MOBILIZATION/PUBLIC MEETING	LSUM	1	$ 14,900.00	$ 14,900.00	1	$ 14,900.00	$ -
30	CONSTRUCTION LAYOUT AND STAKING	LSUM	1	$ 9,700.00	$ 9,700.00	1	$ 9,700.00	$ -
31	ASPHALTIC SURFACE REMOVAL - FULL DEPTH MILL	SY	9,852	$ 6.15	$ 60,589.80	10,097	$ 62,096.55	$ 1,506.75
32	PCC CURB & GUTTER REMOVE AND REPLACE	LF	800	$ 43.00	$ 34,400.00	419	$ 18,017.00	$ (16,383.00)
33	STORM INLET ADJUSTMENT	EACH	16	$ 1,900.00	$ 30,400.00	16	$ 30,400.00	$ -
34	STORM MH ADJUSTMENT	EACH	11	$ 860.00	$ 9,460.00	18	$ 15,480.00	$ 6,020.00
35	BASE REPAIR	CY	690	$ 36.00	$ 24,840.00	178	$ 6,408.00	$ (18,432.00)
36	SUBGRADE REPAIR	TON	293	$ 19.00	$ 5,567.00	0	$ -	$ (5,567.00)
37	HMA PAVEMENT - 5LT 1-1/2-INCH UPPER LAYER	SY	9,852	$ 6.65	$ 65,515.80	10,097	$ 67,145.05	$ 1,629.25
38	HMA PAVEMENT - 3LT 2-1/4-INCH MIDDLE LAYER	SY	9,852	$ 9.10	$ 89,653.20	10,097	$ 91,882.70	$ 2,229.50
39	HMA PAVEMENT - 3LT 2-1/4-INCH LOWER LAYER	SY	9,852	$ 8.94	$ 88,076.88	10,097	$ 90,267.18	$ 2,190.30
40	SANITARY MH FRAME ADJUSTMENT W/CHIMNEY	EACH	12	$ 1,100.00	$ 13,200.00	0	$ -	$ (13,200.00)
41	INLET PROTECTION	EACH	16	$ 55.00	$ 880.00	16	$ 880.00	$ -
42	TRAFFIC CONTROL AND PROTECTION	LSUM	1	$ 6,459.67	$ 6,459.67	1	$ 6,459.67	$ -
	PART 3 - WEST SECTION TOTAL:				**$ 453,642.35**		**$ 413,636.15**	**$ (40,006.20)**
	CHANGE ORDER #1						$ 8,250.00	$ 8,250.00
	CHANGE ORDER #2						$ 23,000.00	$ 23,000.00
				Bid Total:	**$ 1,223,109.21**	**Final Total:**	**$ 1,082,517.57**	**$ (140,591.64)**

PROJECT SUMMARY

Original Contract Sum:	$ 1,223,109.21	
Net Change by Change Order:	$ (140,591.64)	Change Order #1, #2
Final Contract Sum:	$ 1,082,517.57	

CHANGE ORDER SUMMARY

Change Order #1:	$ 8,250.00	
Change Order #2:	$ (148,841.64)	Increase $23,000.00, Decrease $171,841.64
	$ (140,591.64)	

CERTIFICATE 00 62 76.01
SWORN STATEMENT

State of WISCONSIN }ss.
County of KENOSHA }

THE AFFIANT, GREG STRZALKA BEING FIRST DULY SWORN, ON OATH DEPOSES AND SAYS

THAT HE/SHE IS AGENT (POSITION) THAT PAYNE & DAS

CONTRACT WITH VILLAGE OF SOMERS OWNER _____ FOR

ASPHALT PAVING (KIND OF WORK)

ON THE FOLLOWING DESCRIBED PREMISES IN SAID COUNTY, TO-WIT: SOMERS ESTATES ROADWAY IMPROVEMENTS

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

1	2	3	4	5	6	7
NAME AND ADDRESS	KIND OF WORK	ADJUSTED TOTAL CONTRACT INCL. EXTRAS AND CREDITS	TOTAL RETAINED INCLUDING THIS APPLICATION	NET PREVIOUSLY PAID	NET AMOUNT OF THIS PAYMENT	BALANCE TO BECOME DUE (INC. RETENTION)
AW OAKES & SON INC., RACINE,	CONCRETE	$ 344,401.60	$ 0.00	$ 305,004.06	$ 39,397.54	$ 0.00
BARRICADE FLASHER SERVICE	TRAFFIC CONTROL	$ 6,991.38	$ 0.00	$ 6,638.28	$ 353.10	$ 0.00
ENVIRONMENTAL CONTROL INC	INLET PROTECTION	$ 3,989.70	$ 0.00	$ 3,788.20	$ 201.50	$ 0.00
PAYNE & DOLAN, INC.	ASPHALT PAVING	$ 727,134.89	$ 0.00	$ 668,567.65	$ 58,567.24	$ 0.00
TOTAL		$ 1,082,517.57	$ 0.00	$ 983,998.19	$ 98,519.38	$ 0.00

AMOUNT OF ORIGINAL CONTRACT	$ 1,223,109.21	WORK COMPLETED TO DATE	$ 1,082,517.57
EXTRAS TO CONTRACT	$ 0.00	LESS % RETAINED	$ 0.00
TOTAL CONTRACT AND EXTRAS	$ 1,223,109.21	MATERIAL STORED	$ 0.00
CREDITS TO CONTRACT	$ -140,591.64	NET AMOUNT EARNED	$ 1,082,517.57
ADJUSTED TOTAL CONTRACT	$ 1,082,517.57	NET PREVIOUSLY PAID	$ 983,998.19
		NET AMOUNT OF THIS PAYMENT	$ 98,519.38
		BALANCE TO BECOME DUE (INC. RETENTION)	$ 0.00

It is understood that the total amount paid to date plus the amount requested in this application shall not exceed 100 *% of the cost of work completed to date.*

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

Signed _____

AGENT
(Position)

Subscribed and sworn to before me this 8TH *day of* MARCH *2024*

Sarah Baldridge
Notary Public
expires: 01/01/2025

SARAH BALDRIDGE NOTARY PUBLIC STATE OF WISCONSIN

CONTRACTOR'S AFFIDAVIT

STATE OF WISCONSIN
COUNTY OF KENOSHA } SS

TO WHOM IT MAY CONCERN:

THE undersigned, being dully sworn, deposes and says that he is GREG STRZALKA AGENT of the PAYNE & DOLAN, INC. who is the Contractor for the ASPHALT PAVING work on the being located at SOMERS ESTATES ROADWAY IMPROVEMENTS owned by VILLAGE OF SOMERS. That the total amount of the Contract including extras is $ 1,082,517.57 on which he has received payment of $ 983,998.19 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub-contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	BALANCE DUE
BARRICADE FLASHER SERVICE	TRAFFIC CONTROL & PROTECTION	$ 6,991.38	$ 6,638.28	$ 353.10
ENVIRONMENTAL CONTROL INC.	INLET PROTECTION	$ 3,989.70	$ 3,788.20	$ 201.50
A W OAKES & SON INC.	CONCRETE	$ 344,401.60	$ 327,007.58	$ 17,394.02
TOTAL LABOR AND MATERIAL TO COMPLETE		$ 355,382.68	$ 337,434.06	$ 17,948.62

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed 8TH this day of MARCH, 20 24

DocuSign Envelope ID: 8997A539-BD50-4380-9519-2E1F4EC947F1

FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: **March 28, 2024**

1. Claimant's Name: Payne & Dolan, Inc.
   Claimant's Address: 1700 120th Avenue, Kenosha, WI 53144

2. Property Improved by Contractor's Work (check one):
   ☒ Street address: VO Somers 2023 - Somers Estates Roadway Improvements
   ☐ Legal description attached.

3. Contractor's Work furnished at the request of: (name of party which requested or contracted for work)

   VILLAGE OF SOMERS
   PO Box 164
   Somers, WI 53171

4. Waiver of lien rights, contingent upon receipt of payment, is made for (select one):

   ☐ The following work:
   (insert description of type of labor, services, material, plans or specifications supplied by Contractor, including percentage performed dollar value, and dates as necessary to accurately describe the Work being waived, stating exceptions, if any)

   ☒ All past Work, including labor, services, material, plans or specifications performed or furnished at any time by the Contractor at the Property. This is a full waiver of all lien rights.

5. Title Companies, Lenders or others may require disclosure of the Contractor's subcontractors and material suppliers before disbursement of funds related to the Contractor's above-described Work. If so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any portion of the Work being waived:
   (Attach additional sheets if necessary)

CONTRACTOR NAME: Payne & Dolan, Inc.

By: DocuSigned by: 169D2589DFE74EA... (signature)

Authorized Agent's Name: Greg Strzalka
(print name of person signing above)

Title: Agent

Address: 1700 120th Avenue, Kenosha, WI 53144

Telephone Number: 262-859-3081

NOTE: This waiver is dependent upon the actual receipt of payment. If the check issued is returned "NSF" or payment stopped, this waiver of lien is void.

§779.05 Waivers of Lien. Provides, in part "(1) Any document signed by a lien claimant or potential claimant and purporting to be a waiver of construction lien rights under this subchapter, is valid and binding as a waiver whether or not consideration was paid therefor and whether the document was signed before or after the labor or material was furnished or contracted for. Any ambiguity in such document shall be construed against the person signing it. Any waiver document shall be deemed to waive all lien rights of the signer for all labor, services, material, plans or specifications performed, furnished or procured, or to be performed, furnished or procured by the claimant at any time for the improvement to which the waiver relates, except to the extent that the document specifically and expressly limits the waiver to apply to a particular portion of such labor, services, material, plans or specifications. A lien claimant or potential lien claimant of whom a waiver is requested is entitled to refuse to furnish a waiver unless paid in full for the labor, services, material, plans or specifications to which the waiver relates. A waiver furnished is a waiver of lien rights only, and not of any contract rights of the claimant otherwise existing."

Contractor's failure to pay its subcontractors or material suppliers from monies received for its Work may result in civil or criminal liability under Wisconsin's theft by contractor statute, §779.02(5), Wis. Stats.

FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: **March 27, 2024**

1. Claimant's Name: **BARRICADE FLASHER SERVICE**
   Claimant's Address: **6610 S. 13th Street Oak Creek, WI 53154**

2. Property Improved by Contractor's Work (check one):
   ☒ Project Description: Somers Estates Roadway Improvements
   ☐ Legal description attached.

3. Contractor's Work furnished at the request of: (name of party which requested or contracted for work)

   PAYNE DOLAN, INC.
   1700 120th Avenue
   Kenosha, WI 53144

4. Waiver of lien rights, contingent upon receipt of payment, is made for (select one):

   ☐ The following work:
   (insert description of type of labor, services, material, plans or specifications supplied by Contractor, including percentage performed dollar value, and dates as necessary to accurately describe the Work being waived, stating exceptions, if any)

   ☒ All past Work, including labor, services, material, plans or specifications performed or furnished at any time by the Contractor at the Property. This is a full waiver of all lien rights.

5. Title Companies, Lenders or others may require disclosure of the Contractor's subcontractors and material suppliers before disbursement of funds related to the Contractor's above-described Work. If so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any portion of the Work being waived:
   (Attach additional sheets if necessary)

SUBCONTRACTOR NAME: **BARRICADE FLASHER SERVICE**

By: DocuSigned by: Tim Lampman 9B2E35AEB169486... (signature)

Authorized Agent's Name: TIM LAMPMAN
(print name of person signing above)

Title: PRESIDENT

Address: 6610 S 13TH ST OAK CREEK WI 53154

Telephone Number: 414-764-1790

§779.05 Waivers of Lien. Provides, in part "(1) Any document signed by a lien claimant or potential claimant and purporting to be a waiver of construction lien rights under this subchapter, is valid and binding as a waiver whether or not consideration was paid therefor and whether the document was signed before or after the labor or material was furnished or contracted for. Any ambiguity in such document shall be construed against the person signing it. Any waiver document shall be deemed to waive all lien rights of the signer for all labor, services, material, plans or specifications performed, furnished or procured, or to be performed, furnished or procured by the claimant at any time for the improvement to which the waiver relates, except to the extent that the document specifically and expressly limits the waiver to apply to a particular portion of such labor, services, material, plans or specifications. A lien claimant or potential lien claimant of whom a waiver is requested is entitled to refuse to furnish a waiver unless paid in full for the labor, services, material, plans or specifications to which the waiver relates. A waiver furnished is a waiver of lien rights only, and not of any contract rights of the claimant otherwise existing."

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© State Bar of Wisconsin

FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: **March 27, 2024**

1. Claimant's Name: **AW OAKES & SON**
   Claimant's Address: **2000 Oakes Rd., Racine, WI 53406**

2. Property Improved by Contractor's Work (check one):
   ☒ Project Description: Somers Estates Roadway Improvements
   ☐ Legal description attached.

3. Contractor's Work furnished at the request of: (name of party which requested or contracted for work)

   PAYNE DOLAN, INC.
   1700 120th Avenue
   Kenosha, WI 53144

4. Waiver of lien rights, contingent upon receipt of payment, is made for (select one):

   ☐ The following work:
   (insert description of type of labor, services, material, plans or specifications supplied by Contractor, including percentage performed dollar value, and dates as necessary to accurately describe the Work being waived, stating exceptions, if any)

   ☒ All past Work, including labor, services, material, plans or specifications performed or furnished at any time by the Contractor at the Property. This is a full waiver of all lien rights.

5. Title Companies, Lenders or others may require disclosure of the Contractor's subcontractors and material suppliers before disbursement of funds related to the Contractor's above-described Work. If so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any portion of the Work being waived:
   (Attach additional sheets if necessary)

SUBCONTRACTOR NAME: **AW OAKES & SON**

By: Kathryn DeMatthew (signature)

Authorized Agent's Name: Kathy DeMatthew (print name of person signing above)

Title: CFO/VP

Address: **2000 Oakes Road, Racine, WI 53406**

Telephone Number:

§779.05 Waivers of Lien. Provides, in part "(1) Any document signed by a lien claimant or potential claimant and purporting to be a waiver of construction lien rights under this subchapter, is valid and binding as a waiver whether or not consideration was paid therefor and whether the document was signed before or after the labor or material was furnished or contracted for. Any ambiguity in such document shall be construed against the person signing it. Any waiver document shall be deemed to waive all lien rights of the signer for all labor, services, material, plans or specifications performed, furnished or procured, or to be performed, furnished or procured by the claimant at any time for the improvement to which the waiver relates, except to the extent that the document specifically and expressly limits the waiver to apply to a particular portion of such labor, services, material, plans or specifications. A lien claimant or potential lien claimant of whom a waiver is requested is entitled to refuse to furnish a waiver unless paid in full for the labor, services, material, plans or specifications to which the waiver relates. A waiver furnished is a waiver of lien rights only, and not of any contract rights of the claimant otherwise existing."

Contractor's failure to pay its subcontractors or material suppliers from monies received for its Work may result in civil or criminal liability under Wisconsin's theft by contractor statute, §779.02(5), Wis. Stats.

© State Bar of Wisconsin

FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: **March 27, 2024**

1. Claimant's Name: **ENVIRONMENTAL CONTROL INC.**
   Claimant's Address: **7320 Noraire Dr., Franksville, WI 53126**

2. Property Improved by Contractor's Work (check one):
   ☒ Project Description: Somers Estates Roadway Improvements
   ☐ Legal description attached.

3. Contractor's Work furnished at the request of: (name of party which requested or contracted for work)

   PAYNE DOLAN, INC.
   1700 120th Avenue
   Kenosha, WI 53144

4. Waiver of lien rights, contingent upon receipt of payment, is made for (select one):

   ☐ The following work:
   (insert description of type of labor, services, material, plans or specifications supplied by Contractor, including percentage performed dollar value, and dates as necessary to accurately describe the Work being waived, stating exceptions, if any)

   ☒ All past Work, including labor, services, material, plans or specifications performed or furnished at any time by the Contractor at the Property. This is a full waiver of all lien rights.

5. Title Companies, Lenders or others may require disclosure of the Contractor's subcontractors and material suppliers before disbursement of funds related to the Contractor's above-described Work. If so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any portion of the Work being waived:
   (Attach additional sheets if necessary)

SUBCONTRACTOR NAME: **ENVIRONMENTAL CONTROL INC.**

By: DocuSigned by: Brad Gauger B575A127C88340E... (signature)

Authorized Agent's Name: Brad Gauger
(print name of person signing above)

Title: Estimator

Address: 7320 Noraire Drive, Franksville WI, 53126

Telephone Number: 262-327-0776

§779.05 Waivers of Lien. Provides, in part "(1) Any document signed by a lien claimant or potential claimant and purporting to be a waiver of construction lien rights under this subchapter, is valid and binding as a waiver whether or not consideration was paid therefor and whether the document was signed before or after the labor or material was furnished or contracted for. Any ambiguity in such document shall be construed against the person signing it. Any waiver document shall be deemed to waive all lien rights of the signer for all labor, services, material, plans or specifications performed, furnished or procured, or to be performed, furnished or procured by the claimant at any time for the improvement to which the waiver relates, except to the extent that the document specifically and expressly limits the waiver to apply to a particular portion of such labor, services, material, plans or specifications. A lien claimant or potential lien claimant of whom a waiver is requested is entitled to refuse to furnish a waiver unless paid in full for the labor, services, material, plans or specifications to which the waiver relates. A waiver furnished is a waiver of lien rights only, and not of any contract rights of the claimant otherwise existing."

Contractor's failure to pay its subcontractors or material suppliers from monies received for its Work may result in civil or criminal liability under Wisconsin's theft by contractor statute, §779.02(5), Wis. Stats.

© State Bar of Wisconsin

Payne+Dolan
A WALBEC COMPANY
An Equal Opportunity & Affirmative Action Employer
1700 120th Avenue | Kenosha, WI 53144
262.859.3081 | walbecgroup.com

WARRANTY

We hereby warrant that the asphalt paving which we have installed at Somers Estates Roadway Improvements has been done in accordance with the drawings, directives and specifications for this project. We agree to repair or replace any or all work that proves to be defective in workmanship or materials within a period of **one (1)** year from the project's substantial completion date which is 06/14/2023. Subcontractor's warranty excludes remedy for the following: damage or defect caused by abuse; modifications not executed by the Subcontractor, its subcontractors or suppliers; improper or insufficient maintenance; improper operation or normal wear and tear under normal usage. Subcontractor's warranty is in lieu of any other warranty or remedy required by law.

PAYNE & DOLAN, INC.

Signed _____

(Subcontractor) Greg Strzalka, Agent

Bond No: 30179860A

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we PAYNE & DOLAN, INC. of 1700 120th Avenue, Kenosha, WI, 53144, hereinafter referred to as the Principal, and WESTERN SURETY COMPANY, as Surety, are held and firmly bound unto VILLAGE OF SOMERS of 7511 12th Street, Somers, WI, 53171, hereinafter referred to as the Obligee, in the sum of Fifty Four Thousand One Hundred Twenty Five and 88/100 Dollars ($ 54,125.88), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with the VILLAGE OF SOMERS dated April 12th, 2023, for Somers Estates Roadway Improvements.

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of one (1) year(s) after approval of the final estimate on said job, by the owner, against all defects in workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was approved on October 25, 2023.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of one (1) year(s) from and after October 25, 2023 then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 8th day of March, 2024.

PAYNE & DOLAN, INC.
(Principal)

By _____ (Seal)

WESTERN SURETY COMPANY
(Surety)

By _____ (Seal)
Trudy A. Szalewski Attorney-in-Fact

Form F4591

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kelly Cody, Roxanne Jensen, Marc Sacia, Individually of Green Bay, Wisconsin
Trudy A. Szalewski, Brian Krause, Individually of Milwaukee, Wisconsin

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of May, 2023.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 23rd day of May, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of March 2024

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-4-2023

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis Towers Watson Midwest, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company	25658
INSURER B : Travelers Property Casualty Company of Ame	25674
INSURER C : Standard Fire Insurance Company	19070
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Payne & Dolan, Inc.
c/o Sarah Baldridge
PO Box 1632
Waukesha, WI 53187

COVERAGES

CERTIFICATE NUMBER: W32659677

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y		VTC2KCO-7W348588-IND-24	03/01/2024	03/01/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	VTC2J-CAP-7W348576-TIL-24	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CUP-7W34859A-24-25	03/01/2024	03/01/2025	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UB-6X192249-24-25-D	03/01/2024	03/01/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Worker's Compensation and Employer's Liability (WI - Retro Per Statute		Y	UB-6X191345-24-25-R	03/01/2024	03/01/2025	Each Accident	$1,000,000
							Disease - Policy Limi	$1,000,000
							Disease - Ea Employee	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: #25379 VO SOMERS 2023

CERTIFICATE HOLDER AND OTHERS REQUIRED BY CONTRACT are included as Additional Insureds under the General Liability policy, for ongoing and completed operations and Automobile Liability policies with respect to work performed by the Named Insured when required by written contract, agreement or permit and executed prior to the loss. Insurance afforded to the Additional Insureds is Primary and Non-contributory with Other Insurance available to the Additional Insureds.

CERTIFICATE HOLDER

VILLAGE OF SOMERS
7511 12TH STREET
SOMERS, WI 53171

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.	NAMED INSURED Payne & Dolan, Inc. c/o Sarah Baldridge PO Box 1632 Waukesha, WI 53187
POLICY NUMBER See Page 1	
CARRIER See Page 1 — NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Waiver of Subrogation is afforded to Additional Insureds under the General Liability, Automobile Liability and Workers Compensation policies when required by written agreement, executed prior to the loss and where permitted by law.

The Umbrella Liability Policy follows the form of the Automobile Liability, and Employers Liability policies shown on this Certificate including the Additional Insured, Primary & Non-Contributory, and Waiver of Subrogation provisions when required by written contract, agreement or permit and executed prior to a loss

Where coverage applies in the underlying, the Umbrella Liability policy follows form of the General Liability, Automobile Liability, and Employers Liability policies.

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CONSENT OF SURETY COMPANY TO FINAL PAYMENT

Conforms with the American Institute of Architects, AIA Document G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER

Bond No 30179860

PROJECT: (name, address) Somers Estates Roadway Improvements, Somers, WI

TO (Owner)

VILLAGE OF SOMERS
7511 12th Street
Somers WI 53171

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Somers Estates Roadway Improvements, Somers, WI

CONTRACT DATE: 4/12/2023

CONTRACTOR: PAYNE & DOLAN, INC.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

WESTERN SURETY COMPANY
151 N. Franklin Street
Chicago IL 60606 **, SURETY COMPANY**

on bond of (here insert name and address of Contractor)

PAYNE & DOLAN, INC.
1700 120th Avenue
Kenosha WI 53144 **, CONTRACTOR,**

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

VILLAGE OF SOMERS
7511 12th Street
Somers WI 53171 **, OWNER,**

as set forth in the said Surety Company's bond.

IN WITNESS, WHEREOF,
the Surety Company has hereunto set its hand this 8th day of March, 2024

WESTERN SURETY COMPANY
Surety Company

~~Attest:~~ Witness: Jill Anhalt
(Seal):

Signature of Authorized Representative

Trudy A. Szalewski Attorney-in-Fact
Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

ONE PAGE

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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Kelly Cody, Roxanne Jensen, Marc Sacia, Individually of Green Bay, Wisconsin
Trudy A. Szalewski, Brian Krause, Individually of Milwaukee, Wisconsin

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

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In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of May, 2023.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 23rd day of May, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of March, 2024

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-4-2023

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

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Established 1843
Somers
VILLAGE & TOWN
www.somers.org
P.O. Box 197, Somers, WI 53171 • PH: (262) 859-2822 • FAX: (262) 859-2331

VILLAGE OF SOMERS
VILLAGE BOARD
MEETING ITEM MEMORANDUM

MEETING DATE: April 23rd, 2024

TO: Village President Stoner and Village Trustees

PREPARED BY: Kevin Poirier, Assistant to the Administrator

REVIEWED BY: Jason J. Peters, Administrator

AGENDA ITEM:

#13 Action on re-tabling Operator's License for Jason A. Peters and Erin Willoughby

#14 Action on Operator's License for Jason A. Peters

#15 Action on Operator's License for Erin Willoughby

#16 Action on Operator's Licenses: Aldridge Rucker, Riley Edquist, Jennifer Epley, Benjamin Worley, Christine Zimmer, Desiree Vasquez, Charita Martin and Susan M Raczka.

BACKGROUND:

Jason A. Peters, Erin Willoughby, Aldridge Rucker, Riley Edquist, Jennifer Epley, Benjamin Worley, Christine Zimmer, Desiree Vasquez, Charita Martin and Susan M Raczka applied for operator's licenses for the Village of Somers.

Jason A. Peters's record check was returned with felonies that have happened within the past ten years.

Erin Willoughby has applied for an operator's license to work at the Kenosha County Club. Ms. Willoughby disclosed three violations that were confirmed with her records check.

No discrepancies was found with Aldridge Rucker, Riley Edquist, Jennifer Epley, Benjamin Worley, Christine Zimmer, Desiree Vasquez, Charita Martin and Susan M Raczka's applications.

PRIOR ACTION TAKEN:

The applications were discussed at the April 16th Village Work Session.

Village Trustees were given an opportunity to review background checks.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

The Board will need to re-table the applications for Jason A. Peters and Erin Willoughby.

#13

In the event the Village Board decides to re-table the applications, a suggested motion would be as follows:

"Motion to re-table Operator's License for Jason A. Peters and Erin Willoughby"

#14

In the event the Village Board decides to approve Jason A. Peters' Operator's License application, a suggested motion would be as follows:

"Motion to approve Operator's License for Jason A. Peters."

In the event the Village Board decides to deny Jason A. Peters' Operator's License application, a suggested motion would be as follows:

"Motion to deny Operator's License for Jason A. Peters."

#15

In the event the Village Board decides to approve Erin Willoughby's Operator's License application, a suggested motion would be as follows:

"Motion to approve Operator's License for Erin Willoughby"

In the event the Village Board decides to deny Erin Willoughby's Operator's License application, a suggested motion would be as follows:

"Motion to deny Operator's License for Erin Willoughby"

#16

In the event the Village Board decides to approve Aldridge Rucker, Riley Edquist, Jennifer Epley, Benjamin Worley, Christine Zimmer, Desiree Vasquez, Charita Martin and Susan M Raczka's Operator's License applications, a suggested motion would be as follows:

"Motion to approve Operator License for Aldridge Rucker, Riley Edquist, Jennifer Epley, Benjamin Worley, Christine Zimmer, Desiree Vasquez, Charita Martin and Susan M Raczka."

ATTACHMENTS:

NONE

Established 1843
Somers
VILLAGE & TOWN
www.somers.org
P.O. Box 197, Somers, WI 53171 • PH: (262) 859-2822 • FAX: (262) 859-2331

VILLAGE OF SOMERS
VILLAGE BOARD
MEETING ITEM MEMORANDUM

MEETING DATE: April 23rd, 2024

TO: Village President Stoner and Village Trustees

PREPARED BY: Kevin Poirier, Assistant to the Administrator

REVIEWED BY: Jason J. Peters, Administrator

AGENDA ITEM: #17 Action on proposed Clerk/Treasure Employment Agreement with Wendy Burnette, term ending April 29, 2026

BACKGROUND:

Ms. Burnette accepted the position of Clerk/Treasure. She is scheduled to start on April 29th, 2024.

PRIOR ACTION TAKEN:

This matter was discussed during a closed session on April 3rd. During said closed session, Administrator Peters direction to draft a contract with Ms. Burnett for the Clerk/Treasurer Position.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Attorney Davison has drafted the attached Employment Agreement. Major points include:

- Contract beginning on date it is executed;
- Base salary of $60,000.00;
- Additional $2,500.00 upon completion of Clerk/Treasurer certification part I;
- Additional $2,500.00 upon completion of Clerk/Treasurer certification part II; and
- Base salary of $62,000.00 beginning April 29th, 2025; and

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

> *"Motion to approve proposed Clerk/Treasurer Employment Agreement with Wendy Burnette, term ending April 29, 2026"*

ATTACHMENTS:

Proposed Employment Agreement

EMPLOYMENT AGREEMENT

This Agreement for employment of a Village/Town Clerk/Treasurer is entered into this _____ day of April, 2024, by and between the Village of Somers (hereinafter called "Employer") and Wendy Burnette (hereinafter called "Employee" and also referred to herein as "Clerk/Treasurer").

ARTICLE I
DUTIES AND RESPONSIBILITIES OF EMPLOYEE

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

ARTICLE II
TERM

The term of this Agreement shall be from April 29, 2024 to April 29, 2026.

ARTICLE III
SALARY

The annual base salary of the Employee pursuant to this Employment Agreement shall be Sixty Thousand ($60,000.00) Dollars with an effective date of April 29, 2024. Base salary, for purposes of this Agreement, shall be that salary paid to Employee to discharge her duties as Clerk/Treasurer of the Village and Town of Somers. Base salary shall be adjusted in accordance with this paragraph. In addition to base salary, Employee shall be entitled to Two Thousand Five Hundred ($2,500.00) Dollars upon completion of Clerk/Treasurer certification Part I and an additional bonus of Two Thousand Five Hundred ($2,500.00) Dollars upon completion of Clerk/Treasurer Part 2 certification. Base salary for the Employee shall be Sixty-two Thousand ($62,000.00) Dollars beginning April 29, 2025. Future additional salary may be further adjusted upwards based upon performance reviews, which will take into consideration adherence to goals and objectives established by the Village Board and shall include Employee's successful completion of seminars, obtaining credits and/or certifications issued by recognized peer groups as set by performance standards established by the Village Administrator.

draft

ARTICLE IV
HEALTH INSURANCE

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

ARTICLE V
RETIREMENT BENEFITS

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

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

The Employee shall receive three (3) weeks vacation per year during the term of this Agreement for a total of fifteen (15) paid vacation days per year beginning April 29, 2024. The Employee shall receive holidays, personal leave, sick leave and funeral leave in accordance with the same benefits as currently in effect for other non-represented employees of the Village of Somers. All such benefits shall accrue from Commencement Date of the Employee's employment with the Village. Employee periodically shall have a review of performance as is described in the Village's Non-Represented Employee Manual.

ARTICLE VII
MILEAGE REIMBURSEMENT

The Employee shall have a privately owned motor vehicle available for duties associated with this Agreement, and shall be reimbursed for the use of the privately owned motor vehicle utilized in the course of her employment at the rate of One Hundred Fifty ($150.00) Dollars per month for all travel within the Village and Town limits of Somers and within a thirty (30) mile radius of the Village and Town limits of Somers. For all travel beyond the thirty (30) mile radius, the Employee shall be reimbursed on a per mile basis at the then-current IRS approved mileage reimbursement rates. All reimbursement shall be payable on a monthly basis.

ARTICLE VIII
PROFESSIONAL FEES

The Employer shall be responsible for payment of Employee's costs of maintaining membership in the Wisconsin Municipal Clerk's Association. The Employee may attend Clerk/Treasurer conferences of recognized associations, including the Wisconsin League

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of Municipalities Association, whenever sufficient funds are available and if authorized by the Village Administrator.

ARTICLE IX
APPOINTMENT, EMPLOYEE TERMINATION

The Employee shall be appointed on the basis of merit with due regard to training, experience, administrative ability, and general fitness for the office, by a majority vote of the Village Board. The Clerk/Treasurer shall be appointed for a term of April 29, 2024 through April 29, 2025.

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

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

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

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

The parties agree that the Employee may terminate this Agreement by giving the Employer a minimum of ninety (90) calendar days written notice prior to the Employee's final day of employment. The Employee's final day of employment shall be defined as the last day of actual work in service to the Employer. In the event Employee voluntarily terminates this Agreement and does not give ninety (90) days notice prior to January 29, 2025, she shall not be entitled to any severance compensation, but shall be entitled to any accrued vacation or other benefits to which she is entitled under the Village's Employee and Procedures Manual. Nothing in this paragraph shall prevent the Village and the Employee from mutually agreeing upon further extensions of the term of this Agreement or the Employee's employment by the Village following April 29, 2025.

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ARTICLE X
CONSTRUCTION

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

ARTICLE XI
SEVERABILITY

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

ARTICLE XII
ASSIGNMENT OF RIGHTS

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

ARTICLE XIII
BINDING EFFECT

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

ARTICLE XIV
NO WAIVER

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

ARTICLE XV
EFFECT OF PARTIAL INVALIDITY

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

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ARTICLE XVI
AUTHORITY OF VILLAGE

By executing this Agreement below, the representative of the Village warrants and represents that the undersigned Village President has full authority to enter into this Agreement, such authority being authorized by motion or resolution at a duly noticed and convened meeting of the Village of Somers, conducted under the laws of the State of Wisconsin.

Dated this _____ day of _____, 2024.

EMPLOYER
Village of Somers

By:_____
George Stoner, President

EMPLOYEE/VILLAGE CLERK/TREASURER

By:_____
Wendy Burnette

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